

**LOCAL GOVERNMENT COOPERATIVE
REQUEST FOR PROPOSAL**



RFP 23-003
WINTER MAINTENANCE EQUIPMENT AND PRODUCTS

LOCAL GOVERNMENT COOPERATIVE, RFP 23-003
WINTER MAINTENANCE EQUIPMENT AND PRODUCTS

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1 INVITATION TO PROPOSE

July 3, 2023

Statement of Purpose

The Local Government Cooperative is seeking proposals for Winter Maintenance Equipment and Products for its Participating Entities. These entities consist of various government bodies defined in I.C. § 9-902, and the purpose of this request is to find Vendors who can provide quality products at a lower cost through collective purchasing power.

Approved Vendors will have access to a wider audience of over 1,050 state and local government entities in Idaho and beyond. This will enable Vendors to expand their customer base, increase their sales, and establish new business relationships. The LGC is looking for long-term partnerships with Vendors who share their commitment to cost-effective solutions for Participating Entities.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	July 5, 2023
2 nd Public Notice of RFP Published:	July 19, 2023
“Equal or Equivalent” Requests Due:	July 25, 2023, 5:00 p.m. (MT)
Question Submission Deadline:	July 25, 2023, 5:00 p.m. (MT)
Addendum to Schedule	July 28, 2023, 5:00 p.m. (MT)
Proposal Due Date:	August 14, 2023, 1:00 p.m. (MT) Late proposals will not be accepted.
Opening:	August 14, 2023, 1:30 p.m. (MT)

The Local Government Cooperative is seeking proposals for equipment, supplies, and accessories for handling snow and ice. This includes but is not limited to equipment designed for moving, removing, and controlling snow and ice, such as -

- Blades, plows, blowers, wings, and brooms;
- Snow melting systems, and sprayer systems for applying de-icing or anti-icing substances (solids and/or liquids);
- Specialty equipment, dump bodies, and air or hydraulic systems specifically for modifying or enhancing snow and ice handling; and,
- Additional accessories to improve winter maintenance and the handling of snow and ice including but not limited to skid shoes, tire chains, etc.

Proposers are encouraged to offer parts and supplies for the upkeep, repair, or maintenance of the aforementioned equipment.

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Background

Idaho’s Local Government Cooperative (“LGC”), a purchasing cooperative duly organized in Idaho (enabled by I.C. § 67-2807), is requesting bids for Winter Maintenance Equipment and Products, to result in a contracting solution for use by its Participating Entities. This solicitation is in compliance with I.C. § 67-2806A. LGC Participating Entities include public agencies (as defined in I.C. § 67-2327) across the State of Idaho.

The Local Government Cooperative reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, and to accept the proposal(s) that are in the best interest of LGC and its Participating Entities. Proposers are to note all Participating Entities are exempt from Federal and State taxes and will execute the required exemption certificates.

LGC will accept proposals delivered electronically via upload through DemandStar until **August 14, 2023 at 1:00 p.m. (MT)**. All Proposals will be opened through DemandStar on **August 14, 2023 at 1:30 p.m. (MT)** at 3100 S. Vista Ave., Boise, ID 83705 on the second floor in Conference Room B. Through this process, all Proposals will be opened and compiled for the Evaluation Committee’s review. If you would like to witness the public/virtual opening, please use the following link:

RFP 23-003 Public Opening:

Date and Time: August 14, 2023, at 01:30 p.m. (MT)

Join Zoom Meeting:

<https://us05web.zoom.us/j/83832735991?pwd=dEtHaHM4WVZlYnJZWkNiRzV2WFQwQT09>

Meeting ID: 838 3273 5991

Passcode: 4VNjen

2 PROPOSAL INSTRUCTIONS AND INFORMATION

2.1 Proposal Instructions

- **Proposals must be submitted electronically.** Only electronic Proposals submitted through DemandStar (<https://www.demandstar.com/app/agencies/idaho/local-government-cooperative/procurement-opportunities/76c9f38b-9eac-448d-a87a-e08dc3e31cc3/>) will be accepted for this project until the proposal due date and time set forth in this document.
- Proposals will not be accepted if submitted by hard copy, mail, facsimile, or e-mail.
- **Proposals must be signed and submitted in the required format.** After uploading the proposal, Proposers are encouraged to verify the successful upload of the document.
- All E-Proposals must be submitted **before** the scheduled due date and time. In the event of a technology failure, LGC reserves the right to accept all proposals submitted and

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electronically time stamped prior to the due date and time. LGC will not accept proposals after the scheduled due date and time.

- ALL PROPOSALS MUST BE SIGNED. Proposals without written signature will not be accepted.
- Additional documents may be uploaded to provide examples, technical information, or additional details.

2.2 Definitions

The **Owner** is the Local Government Cooperative, a cooperative purchasing program in the state of Idaho enabled by I.C. § 67-2807.

Participating Entities are political subdivisions, government entities, or associations as defined in I.C. § 9-902.

Proposals are documents that announce goods and/or services as requested in the Request for Proposal document that is submitted by Proposers to fulfil their intention of being awarded a contract for cooperative purchasing by Participating Entities through the LGC.

Proposers are entities who are interested in being awarded a contract for services or products to Participating Entities at an agreed upon price and have completed the requirements set forth in this document.

Vendors are the Proposers who have been awarded and agreed to the resulting contract with the Local Government Cooperative to benefit participating entities.

3 SCOPE OF PRODUCTS AND SERVICES

3.1 Product and Services Description and Information

The Local Government Cooperative is seeking proposals for equipment, supplies, and accessories for handling snow and ice. This includes but is not limited to equipment designed for moving, removing, and controlling snow and ice such as:

- Blades, plows, blowers, wings, and brooms;
- Snow melting systems, and sprayer systems for applying de-icing or anti-icing substances (solids and/or liquids);
- Specialty equipment, dump bodies, and air or hydraulic systems specifically for modifying or enhancing snow and ice handling; and,
- Additional accessories to improve winter maintenance and the handling of snow and ice including but not limited to skid shoes, tire chains, etc.

Proposers are encouraged to offer parts and supplies for the upkeep, repair, or maintenance of the aforementioned equipment.

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3.2 Anticipated Contract Term

The Local Government Cooperative anticipates that the term of any resulting contract(s) will be 1 year.

3.3 Renewal

Up to 3 one-year extensions may be offered based on the best interests of the Local Government Cooperative and Participating Entities. If the parties mutually agree to exercise such rights, all terms, conditions and provisions of the original Contract shall remain with the possible exception of price and minor scope additions and/or deletions.

3.4 Delivery

Vendors are expected to coordinate delivery with Participating Entities. Proposers are to outline their delivery method within their proposal. Vendors are responsible for the safe and complete delivery of equipment and goods to Participating Entities. In the event issues causing a late delivery that is out of the Vendors control, Vendors must notify Participating Entities promptly, provide explanation of delay, and an updated delivery date.

3.5 Proposal and Price Guarantee

It is desired that the submitted proposal remain in effect for a minimum of 120 days, along with all proposal pricing. If this is not accepted, Proposer is to so indicate.

3.6 Proposal Cost

The Proposer will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this proposal. All materials and documents submitted in response to this proposal becomes the property of LGC and will not be returned.

3.7 Administrative Fee

The Awarded Proposer(s), Vendor(s), are expected to pay the Local Government Cooperative an administrative fee in exchange for LGC facilitating the resulting contracts. The administrative fee is 1.25% of the total sales to Participating Entities for all contracted equipment, products, or services made. Vendors shall remit quarterly payments to LGC as outlined in Section 4.6 herein.

3.8 Taxes

LGC's members are exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by Idaho government entities. Items purchased by and used by a Vendor are subject to Use Tax. All other taxes are the responsibility of the Vendor and are to be included in the Vendor's Proposal pricing.

3.9 Services

Proposers are expected to include the service-related offerings available for Participating Entities. The services should focus on supporting the installation, maintenance, and upgrades of the proposed product and equipment, aiming to benefit the Participating Entities.

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Services offerings may include, but are not limited to:

- Installation services
- Maintenance and support services
- Upgrades and enhancements
- Geographical restrictions (if applicable)
- Service delivery approach
- Staffing and expertise

3.10 Marketing Plan

Proposer's sales force will be a key source of communication with Participating Entities. Proposers shall include a marketing plan that demonstrates their sales and service capabilities and organize a sales force to Participating Entities.

Awarded Proposers are expected to provide LGC with marketing material that details available products and/or equipment to Participating Entities. Marketing material may include printed and digital flyers, brochures, posters, social media posts, product photographs, etc.

3.11 Pricing

All proposed pricing must be submitted as either Line-Item Pricing or Percentage Discount from the Manufacturer's Suggested Retail Price (MSRP).

- **Line-Item Pricing:** Based on each individual product(s) or service(s). The table must include the proposer's published "List Price" and the "Contract Price."
- **Percentage Discount from the MSRP:** Individualized percentage discounts or product groupings may be applied to the proposed product(s) or service(s). Current MSRP rates must be included in the proposal. Proposers are responsible for providing current MSRP rates in the proposal and throughout the term of any contract resulting from this RFP.

3.12 Additional Considerations

Benefits and Services for Participating Entities

Services: Proposers are encouraged to detail service-related offerings that seek to benefit Participating Entities with the installation, maintenance, and upgrades for proposed products and equipment. See section 3.9 for more information.

Warranties: Proposers are encouraged to detail available warranties for equipment/products. Proposers must submit warranty documentation and an acceptance letter agreeing to warranty provisions of the equipment/products for the Participating Entities.

Training: Proposers are encouraged to detail training opportunities for Participating Entities upon receiving the equipment/product as well as future training opportunities.

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4 RFP PROCESS

4.1 RFP General Instructions and Information

Proposals shall be submitted electronically through DemandStar. All Proposals must be signed and submitted in the required format. Proposals without a written signature will not be accepted. Proposers are encouraged to verify the successful upload of the document after uploading.

All Proposals must be submitted before the scheduled due date and time. No Proposals submitted after the scheduled due date and time will be accepted. In the event of a technology failure, LGC reserves the right to accept all Proposals submitted and electronically time stamped prior to the due date and time.

REQUIRED PROPOSAL CONTENT AND FORMAT

- Letter of introduction
- Company history
- Unique qualifications
- Experience
- Product information/service capability
- Pricing (line-item pricing or percentage discount from the MRSP)
- Signed Public Agency Clause
- Proposal Signature Page
- Proof of Insurance

4.2 Questions and Oral Communication

All questions regarding this RFP must be submitted through DemandStar before the deadline found in the Solicitation Schedule on Page 2 of this RFP. Answers to questions will be issued as an addendum by the deadline found in the Solicitation Schedule on Page 2 of this RFP. Repetitive questions will be summarized into a single answer. All identifying information will be removed from the submitted questions.

4.3 Request for Clarification, Protest Requirements, Standards

Any Proposer who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this Request for Proposal may submit a written notification to LGC to be received no later than:

Item	Due
Equal or Equivalent Requests, Questions and Clarifications	July 25, 2023, 5:00 p.m. (MT)
Proposal Specification Protest Request:	Should be submitted no later than three (3) working days prior to proposal opening date, 12:00 p.m. (MT)

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The notification will state the exact nature of the clarification or protest and describe the location of the protested portion or clause in the Proposal document and explain why the provision should be struck, added, or altered, and contain suggested corrections. The LGC may deny the protest, modify the Proposal, and/or reject all or part of the protest. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on LGC or the Proposer.

Written requests are to be directed to:

Local Government Cooperative
3100 S. Vista Avenue, Ste. 202
Boise, ID 83705
OR e-mailed to: admin@LGCprocurement.org

4.4 Addenda to the RFP

If specifications are modified by LGC, the modifications will be posted online at <https://www.demandstar.com/app/agencies/idaho/local-government-cooperative/procurement-opportunities/76c9f38b-9eac-448d-a87a-e08dc3e31cc3/>. An addendum to all proposers will be sent out addressing the equals, questions that came in, and any edits or changes to specifications, terms, or conditions. **It is the responsibility of each Proposer to confirm that they have received the most current version of the specifications.** Verbal modifications are not binding on LGC or the Proposer. No oral changes will be considered or acknowledged. Proposers are requested to acknowledge each addendum received in their Proposal Response.

4.5 Modification or Withdrawal

A Proposal may be modified or withdrawn by the Proposer prior to the set due date and time for the Proposals. Proposals may not be modified or withdrawn after the Proposal due date and time.

4.6 Payments and Billings

The Awarded Proposer(s), Vendor(s), are expected to pay the Local Government Cooperative an administrative fee in exchange for LGC facilitating the resulting contracts. The administrative fee is 1.25% of the total sales to Participating Entities for all contracted equipment, products, or services made. Vendors may not charge Participating Entities more than the contracted price to offset the administrative fee.

Vendors are expected to provide a quarterly report to LGC that details each sale made throughout the calendar quarter containing information listed in the resulting Contract.

Upon receiving the quarterly report, the Local Government Cooperative's accounting department will email an electronic invoice to the Vendor(s). Vendor(s) may pay via check or with a credit card. All credit card payments will include a 3% processing fee.

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Remit payment to:

Local Government Cooperative
3100 S. Vista Ave., Ste. 202
Boise, ID 83705.

Invoices must be paid within 45 days. Invoices that remain unpaid after 45 days will accrue a 3% late fee of the outstanding balance. If the Vendor is delinquent in any undisputed administrative fees, LGC reserves the right to cancel the awarded contract and reject any subsequent proposal submitted by the Vendor.

5 EVALUATION AND AWARD

5.1 Evaluation of Proposer

The Local Government Cooperative's Evaluation Committee will review and rank all eligible Proposals using the award criteria. LGC reserves the right to award to more than one Proposer if it is in the best interest of the Participating Entities.

5.2 Award Criteria

It is the Local Government Cooperative's intent to award one or more contracts to responsive Proposer(s) that offer the overall best quality, selection of equipment and products, and price that is outlined within this RFP to meet the needs of Participating Entities.

The Evaluation Committee will review all Proposals using the criteria below, ranking the Proposals to provide responsible products and/or services required in this RFP for Participating Entities. The review process may involve interviews with a representative of the proposer, a request for clarification of proposal details, references, and/or additional documents.

Proposals will be reviewed using the following evaluation criteria:

EVALUATION CRITERIA	SCORE
Proposal Format/Content	10
Qualifications and Experience	25
Offered Equipment, Products, Services	30
Marketing Plan	10
Pricing	25
TOTAL	100

5.3 Protests of Vendor Selection or Contract Award

The right to protest an award is set forth as follows:

- Only a proposer who **participated** in the proposal process through submission of a proposal may protest an intended award;

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- The award to be protested must be for a **formal level contract**, which consists of either goods, personal services or professional/consultant services purchase of \$100,000 or more, or a construction project of \$200,000 or more. Any attempted protest to a semi-formal or informal level contract will not be considered;
- The award to be protested must be to a proposer **other than the highest ranking proposer** in the case of a Request for Proposal or Request for Qualifications;
- In the event that the winning bid is less than the formal level threshold, then the project is considered “semi-formal” and an award protest will not be considered.
- A protest must be in **writing**;
- A protest must **specify the reason(s)** the proposed award is in error; and
- A protest must be submitted within **seven (7) calendar days** after the LGC’s transmittal or posting of a Notice of Intent to Award letter.

Written protests are to be directed to: admin@LGCprocurement.org.

The protest of an award may **not** be based upon the specifications. Any objection to specifications attempted to be pursued through an award protest is untimely and will not be considered.

In the event the Purchasing Manager denies a protest, the protesting proposer may elevate the matter to the Board of Directors through submission of an appeal to LGC within **three (3) business days** of transmission or posting of the denial by the Purchasing Manager. The Purchasing Manager will then schedule the matter before the Board of Directors.

5.4 Idaho’s Reciprocal Preference Law

To the extent permitted by federal law, reciprocal preference applies to any purchase of materials, supplies, services or equipment that is competitively bid. See Idaho Code § 67-2349. Reciprocal Preference Information: <https://www.naspo.org/reciprocity1>

5.5 Disadvantaged Business Enterprises

D.B.E. firms and business enterprises are encouraged to submit a Proposal. Women owned and minority owned firms are encouraged to submit a Proposal. LGC actively encourages any Proposals by D.B.E. firms for goods and services for LGC.

5.6 Reserved Rights

Local Government Cooperative reserves the right to:

- Accept or reject Proposals
- Modify or cancel this RFP
- Independently verify information contained within the Proposal
- Select Proposals for reasons other than the lowest cost
- Award contracts to more than one Proposer

6 TERMS AND CONDITIONS

6.1 Public Records

The Idaho Public Records Act, Title 74, Chapter 1, Idaho Code, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. All, or most, of the information contained in your Proposal will be a public record subject to disclosure under the Public Records Act and will be available for inspection and copying by any person. The Public Records Act contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If you consider any element of your Proposal to be a trade secret, or otherwise protected from disclosure, you **must**:

- a) Indicate by marking **each page** of the pertinent document confidential; and,
- b) Include the specific basis for your position that it be treated as exempt from disclosure.

Prices quoted in your Proposal are not a trade secret.

The following is not acceptable or in accordance with the Public Records Act and **will not be honored**:

- a. Marking your entire Proposal as exempt; or,
- b. Placing a statement or legend on one (1) page stating that all or substantially all of the response is exempt.

The Local Government Cooperative, to the extent allowed by law and in accordance with these Instructions, will honor a designation of nondisclosure. If you claim material to be exempt from disclosure under the Idaho Public Records Act, the Proposer will expressly agree to defend, indemnify and hold harmless LGC from any claim or suit arising from the LGC's refusal to disclose any such material. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel – **Prior to submission**.

6.2 Publication, Reproduction, and Use of Material

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Owner shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

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6.3 Price Adjustment Clause

Vendor(s) may propose a price increase, solely for the base cost of the equipment/product, with each new model year offered. It is the responsibility of the Vendor(s) to notify LGC, in writing, of any manufacturer price increases. Price increases will be a “pass-through,” Vendor(s) must not receive a higher profit margin than established in the original contract pricing. LGC must receive a receipt of written notice of the manufacturer’s increase, along with supporting documentation from the manufacturer before the price increase may be effective.

Vendor(s) will have fourteen (14) business days to provide current price information, to be verified by LGC, prior to any price increase. If the Vendor(s) cannot meet the deadline, the current contract prices will govern and remain in effect until verification of pricing.

If price decreases become effective for the Vendor(s), LGC and Participating Entities will be given immediate benefit of the price decrease, beginning the date the price decrease was available to the Vendor(s).

LGC reserves the right to request supporting documentation from the Vendor(s) for price verification of equipment/products. The manufacturer must provide the requested documentation to LGC. This requirement helps to ensure that Participating Entities are receiving the most current pricing offered.

Any contract pricing adjustments will be made and finalized via an amendment to the Contract.

6.4 Vendor to Pay or Secure Taxes

(Title 63-Revenue and Taxation-Chapter 15-Collection of Taxes from Public Works Vendors-63-1503). Vendor for Public Works to Pay or Secure Taxes — Agreement. Every contract for the construction of public works by a contracting unit of this state shall contain substantially the following provisions:

The Vendor, in consideration of securing the business of erecting or constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable become payable, agrees:

- a) To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;
- b) That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

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- c) That, in the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said Vendor is liable.

6.5 Attorney's Fees

Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

6.6 Discrimination Prohibited

In performing the Services required herein, the Vendor, sub-recipient, or subVendor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or disability. It is the Vendor's responsibility to ensure that the sub-Vendor is in compliance with this section.

6.7 Termination

Termination for Cause:

If, through any cause, Vendor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Vendor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to Vendor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by Vendor under this Agreement shall, at the option of the Owner, become its property, and Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

Notwithstanding the above, Vendor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Agreement by Vendor, and Owner may withhold any payments to Vendor for the purposes of set-off until such time as the exact amount of damages due the Owner from Vendor is determined. This provision shall survive the termination of this agreement and shall not relieve Vendor of its liability to the Owner for damages.

Termination for Convenience of Owner:

The Owner may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Vendor. If the Agreement is terminated by the Owner as provided herein, Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Vendor covered by this Agreement, less

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payments of compensation previously made. If this Agreement is terminated due to the fault of Vendor, Section 19 hereof relative to termination shall apply.

6.8 Compliance with Laws

In performing the scope of services required hereunder, Vendor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. Any action brought pursuant to this Agreement to be in the Fourth Judicial District, State of Idaho.

7 APPENDIX A – CONTRACT TERMS AND CONDITIONS

1. Contract Documents: The Proposal and RFP Conditions are each incorporated into the contract.
2. Personally Identifiable Information (PII): Vendor shall not collect or use Personally Identifiable Information (PII) for any purpose beyond that which is necessary to carry out its obligations under this Agreement. If Vendor believes the collection or use of PII is necessary, then Vendor shall notify Owner of the type of PII to be collected, the purpose of such collection, and of the processes and procedures Vendor will employ to safeguard the confidentiality of such information.

For any PII collected and maintained by Vendor in connection with this Agreement, Vendor shall comply with all applicable privacy laws and:

- i. Not provide or permit disclosure of PII to any third party except as may be required by court order or other legal requirement;
- ii. Restrict internal access to PII to those members of Vendor's staff that have an actual need to access such information in order to perform Vendor's obligations under this Agreement;
- iii. Maintain physical and technical security in accordance with commercially reasonable standards to protect PII unauthorized access, use, modification, disclosure or other misuse;
- iv. Adopt, maintain and properly administer PII policies, regulations and procedures that will facilitate compliance with the requirements of this Section. Further, such policies, regulations and procedures must include requirements that (a) staff who will have access to PII must, prior to provision of access, be subject to reference or background checks, be provided training about PII requirements, and review and acknowledge PII policies, regulations and procedures; and (b) upon separation of staff members from employment, their passwords will be promptly terminated and their facility keys and identification cards will be promptly collected or otherwise rendered useless; and
- v. Destroy or render inaccessible all PII collected or maintained in connection with this Agreement within ninety (90) days of the expiration or early termination of this Agreement.

PII is any representation of information in any format that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. PII is also any information permitting the physical or online contacting of a specific individual. PII includes a person's first name or first initial and last name in combination with or more of the following data elements that relate to the person when either the name or the data elements are not encrypted: (1) social security

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number; (2) driver's license number or government issued identification card number; or (3) account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to a person's financial account. Personally Identifiable Information does not include publicly available information that is lawfully made available to the general public from federal, state or local government records or widely distributed media.

If Vendor's systems are breached and the confidentiality of PII is compromised then, upon becoming aware of the breach, Vendor must immediately act to prevent further unauthorized access and, as soon as practicable, notify Owner of the breach. In addition, Vendor shall conduct in good faith a reasonable and prompt investigation into the scope of the breach and the likelihood of misuse of PII. Vendor must provide notification of the breach to affected individuals as required by law and/or as requested by Owner.

In the event Vendor utilizes a subVendor to aid in the performance of Vendor's obligations under this Agreement and the subVendor may have access to PII as a result, Vendor shall require that the subVendor agree to be bound by the requirements in this Section prior to use. In addition, Vendor acknowledges and agrees to be responsible for ensuring that the subVendor complies with the requirements of this Section and for any compliance failure of subVendor that may occur.

This Section shall survive expiration or early termination of this Agreement. Failure to comply with any obligation or requirement of this Section shall constitute a material breach of the Agreement.

3. Indemnification and Insurance: The Vendor shall indemnify and save and hold harmless the Owner from and for any and all losses, claims, actions, judgements for damages, or injury to persons or property and losses and expenses directly caused or incurred by the Vendor during its performance of its obligations under this Agreement, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of the Agreement.

In addition, the Vendor shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, the below mentioned insurance, in which the Owner shall be named an additional insured in the minimum amount as specified. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Owner; and if Owner becomes liable for an amount in excess of the insurance limits, herein provided, the Vendor covenants and agrees to indemnify and save and hold harmless Owner from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. The Vendor shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the

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event the insurance minimums are changed, Vendor shall immediately submit proof of compliance with the changed limits.

Vendor will, during the performance of the contract and for at least one (1) year following acceptance of the product, in force at least the following minimum limits of insurance:

Commercial General Liability Insurance coverage with minimum coverage of Two Million dollars (\$2,000,000.00) on occurrence basis (rather than a claims-made bases).

Additional coverage required: Owner listed as an Additional Insured.

Personal & Ad Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products-Comp/Op Agg	\$1,000,000.00

Product Liability Insurance: Vendor will, during the performance of the contract coverage with minimum coverage:

Products/Completed Operations	\$1,000,000.00
Personal and Advertising injury	\$1,000,000.00

Coverage will be written on either a Commercial or Comprehensive General Liability form. The policy will be written on an occurrence form and will include Contractual Liability coverage. The policy will include the LGC as an Additional Insured.

Proof of all insurance shall be submitted online through the DemandStar portal as supporting documents.

4. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

5. Force Majeure: Any delays in or failure of performance by Vendor shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Vendor, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Vendor. In the event that any event of force majeure as herein defined occurs, Vendor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

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6. Assignment: It is expressly agreed and understood by the parties hereto, that Vendor shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Owner.
7. Reports and Information: At such times and in such forms as the Owner may require, there shall be furnished to the Owner such statements, records, reports, data and information as the Owner may request pertaining to matters covered by this Agreement.
8. Audits and Inspections: At any time during normal business hours and as often as the Owner may deem necessary, there shall be made available to the Owner for examination all of Vendor's relevant records with respect to all matters covered by this Agreement. Vendor shall permit the Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
9. Anti-Boycott: If this Agreement has a total potential value of \$100,000 or more and if Vendor is a company with ten (10) or more employees, then pursuant to Idaho Code § 67-2346, Vendor affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Idaho Code § 67-2346.
10. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
11. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
12. Non-Appropriation: Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days' notice.