



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	Sourcewell
2. Contractor:	Municipal Maintenance Equipment, Inc.
3. Cooperative Agency Agreement Name and Agreement Number:	Sourcewell, Agreement Number #060920-NAF
4. Cooperative Agency Initial Agreement Term:	Start Date: 08/01/2020 End Date: 08/01/2024
5. Cooperative Agency's Agreement-Options to extend:	Agreement may be extended for a fifth year at Sourcewell's discretion.
6. Cooperative Agency Amended Term:	NA
7. Cooperative Agency Remaining Options to Renew:	1 one-year renewal option remaining
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: 02/19/2021 End Date: 08/01/2024
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$176,684.08 or the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Sourcewell, Agreement Number 060920-NAF ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from 02/19/2021 through 08/01/2024 unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment does not go beyond the term stated in the COOP fully executed amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for "Class 4-8 Chassis with Related Equipment, Accessories, and Services" available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$176,684.08 per. fiscal year for the purchase of one PipeHunter truck. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

Harry Black, City Manager

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

John Luebberke, City Attorney

CONTRACTOR NAME.

By: _____

Signature

JAMES WHEELER

Print name

Title: _____

VICE PRESIDENT

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

By: _____

Signature

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

By: _____

Signatu

EXHIBIT A

REGULAR MEETING MINUTES OF THE SOURCEWELL BOARD OF DIRECTORS

Tuesday, March 17, 2020

Conference Room 3 & 4

202 12th St. NE, Staples, MN 56479

Chair Wilson called the Regular Board meeting to order at 5:45p.m. with the following members present; Greg Zylka, Scott Veronen, Ryan Thomas, Sharon Thiel, Chris Kircher, Sara Nagel, and Mike Wilson. Linda Arts attended via ITV. Also present were Paul Brownlow, Verndale Public Schools, and Simoine Bolin, Mid-State Education District, Ex-Officios; Chad Coauette, Mike Carlson, Susan Nanik, Marcus Miller, Paul Drange, Jeremy Schwartz, Travis Bautz, Rebecca Grunig, Josh Meech, and Danielle Wadsworth, Sourcewell staff.

Mr. Zylka moved, seconded by Ms. Nagel to accept the agenda as presented. Motion carried.

Mr. Kircher moved, seconded by Mr. Veronen to accept the minutes of the Organizational Board Meeting held on February 18, 2020 and Regular Board Meeting held on February 18, 2020. Motion carried.

Dr. Coauette presented a COVID-19 Business Update.

Mr. Carlson presented the monthly Financial Reports.

Mr. Veronen moved, seconded by Mr. Zylka to approve the Check Register, Wire Transfer activity, and Wire Transfer-Employee Expense reimbursements as detailed in the batch reports dated March 6, 2020. Motion carried.

Mr. Veronen moved, seconded by Ms. Thiel to accept the Consent Agenda as follows:

- Updated Membership Agreements Members added February 1-29, 2020
- Resolution to approve permission to solicit the following category:
 - a. Wireless and Wireline Telecom Management Solutions
- Resolution to approve permission to re-solicit the following categories:
 - a. Class 4-8 Chassis with Related Equipment, Accessories, and Services
- Sourcewell 2020-2021 Staffing & Program Recommendations and Rationale

Motion carried.

Mr. Miller gave an update on the Government Relations and General Counsel Departments.

Mr. Schwartz gave an update on the Operations, Procurement, and Information and Communications Technology Departments and contracts awarded in February as noted in Appendix A.

Ms. Nagel moved, seconded by Mr. Kircher to approve the Resolution to Approve Ratification of Cooperative Contracting Awards. Motion carried.

Mr. Bautz gave an update on the Membership and Marketing Departments.

Mr. Drange gave an update on the Regional Programs Department.

Ms. Nanik gave an update on the Facilities and Human Resource Departments.

Mr. Thomas moved, seconded by Mr. Zylka to approve the Personnel Recommendations. Motion carried.

Mr. Carlson gave an update on the Finance and Risk Management Departments.

Dr. Coauette gave an update on State/National Associations and Partnerships, Sourcewell Technology, Annual Board Retreat, and Minnesota Service Cooperative Conference Dates.

Ms. Nagel moved, seconded by Mr. Zylka to adjourn the meeting at 6:50 p.m. Motion carried.

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - March 2020**
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Wireless and Wireline Telecom Management Solutions

Requesting Board permission to Re-Solicit the following categories:

Class 4-8 Chassis with Related Equipment, Accessories, and Services

NEW CONTRACTS

CORT Business Services Corp.	121919-COR	"Furniture Solutions with Related Accessories and Services"
Humanscale Corporation	121919-HMN	"Furniture Solutions with Related Accessories and Services"
Krueger International, Inc. (KI)	121919-KII	"Furniture Solutions with Related Accessories and Services"
OFS Brands, Inc.	121919-OFS	"Furniture Solutions with Related Accessories and Services"
Palmer Hamilton	121919-PHL	"Furniture Solutions with Related Accessories and Services"
Staples Contract & Commercial, LLC	121919-SCC	"Furniture Solutions with Related Accessories and Services"
Steelcase, Inc.	121919-STI	"Furniture Solutions with Related Accessories and Services"
Teknion, LLC	121919-TKN	"Furniture Solutions with Related Accessories and Services"
Axon Enterprise	010720-AXN	"Public Safety Video Surveillance Solutions "
Laser Aiming Systems	010720-LSR	"Public Safety Video Surveillance Solutions"
Panasonic	010720-PAN	"Public Safety Video Surveillance Solutions "
WatchGuard Video	010720-WCH	"Public Safety Video Surveillance Solutions"

5th YEAR RENEWALS (CONTRACT EXTENSIONS)

PureGreen Services	040215-PGE	"Storage Products or Systems with Related Accessories"
Auto Plus-Pep Boys	062916-PEP	"Automotive and Truck Replacement Parts and Tires"
Genuine Parts Company dba NAPA	062916-GPC	"Automotive and Truck Replacement Parts and Tires"
O'Reilly Auto Enterprises	062916-ORA	"Automotive and Truck Replacement Parts and Tires"
Schindler Elevator	100516-SCH	"Elevators, Escalators and Moving Walks"
ThyssenKrupp Elevator Corporation	100516-TKE	"Elevators, Escalators and Moving Walks"

NEW eziQC CONTRACTS
Rio Grande Valley Area TX-RGV-021920

Amstar, Inc.	TX-RGV-GC-021920-AMS	General Construction
Centennial Contractors Enterprises	TX-RGV-GC-021920-CCE	General Construction
Core Construction	TX-RGV-GC-021920-CCT	General Construction
F.H. Paschen	TX-RGV-GC-021920-FHP	General Construction
Huper Optik USA	TX-RGV-GC-021920-HOP	General Construction
Trumble Construction	TX-RGV-RC-021920-TCI	Roofing

Gulf Coast Area TX-GC-021920

Alpha Building Corporation	TX-GC-GC-021920-ABC	General Construction
Amstar, Inc.	TX-GC-GC-021920-AMS	General Construction
AR Energy Services	TX-GC-GC-021920-ARE	General Construction
Centennial Contractors Enterprises	TX-GC-GC-021920-CCE	General Construction
Core Construction	TX-GC-GC-021920-CCI	General Construction
Dunhill Development and Construction	TX-GC-GC-021920-DUN	General Construction
F.H. Paschen	TX-GC-GC-021920-FHP	General Construction
Huper Optik USA	TX-GC-GC-021920-HOP	General Construction
Lee Construction and Maintenance	TX-GC-EC-021920-LCM	Electrical

APPENDIX A Continued

Lee Construction and Maintenance	TX-GC-F-021920-LCM	<i>Flooring</i>
Lee Construction and Maintenance	TX-GC-GC-021920-LCM	<i>General Construction</i>
Lee Construction and Maintenance	TX-GC-P-021920-LCM	<i>Painting</i>
RoofConnect Logistics	TX-GC-RC-021920-RCL	<i>Roofing</i>
RoofConnect Logistics	TX-GC-W-021920-RCL	<i>Waterproofing</i>
Trumble Construction	TX-GC-RC-021920-TCI	<i>Roofing</i>
TSG Industries	TX-GC-GC-021920-TSG	<i>General Construction</i>
eziQC ANNUAL RENEWALS		
Johnson-Laux Construction, LLC	OHGCAGCOMC-020618-JLC	
The K Company, Inc.	OHGCAHVOMA-020618-TKC	
Custom Controls Group	OHGCAHVOMB-020618-CCG	
Centennial Contractors Enterprises, Inc.	OHGCAGCOMD-020618-CCE	
West Roofing Systems, Inc.	OHGCAROMA-020618-WRS	
Custom Controls Group	OHGCAROMB-020618-CCG	
Barbicas Construction Company, Inc.	OHGCAAPOMA-020618-BCC	
Ohio Paving and Construction Company, Inc.	OHGCACOMA-020618-OPC	
Henderson Contracting Co. LLC	OHGCAGCMBB-020618-HCC	
Price Builders and Developers	OHGCAGCMBA-020618-PBD	
Empire Paving, LLC	OHGCAAPOMB-020618-EMP	
Foti Contracting LLC	OHGCAGCOMB-020618-FCL	
Regency Construction Services Inc	OHGCAGCOME-020618-REG	
Irizar Electric LLC	OHGCAEOMA-020618-IEL	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OHGCAGCOMA-020618-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OHGCOAGCOMA-022718-FHP	
Armcorp Construction, Inc.	OHGCOAGCOMB-022718-ACI	
Foti Contracting LLC	OHGCOAGCOMC-022718-FCL	
Custom Controls Group	OHGCOAGCOMD-022718-CCG	
Johnson-Laux Construction, LLC	OHGCOAGCOME-022718-JLC	
Armcorp Construction, Inc.	OHGCOAEOMA-022718-ACI	
Whalen Electric LLC	OHGCOAEOMB-022718-WHE	
Armcorp Construction, Inc.	OHGCOACOMA-022718-ACI	
The K Company, Inc.	OHGCOAHVOMA-022718-KCO	
Custom Controls Group	OHGCOAHVOMB-022718-CCG	
Custom Controls Group	OHGCOAROMA-022718-CCG	
K & W Roofing, Inc.	OHGCOAROMB-022718-KWR	
Price Builders and Developers	OHGCOAGCMBB-022718-PBD	
McDaniel's Construction Corp., Inc.	OHGCOAGCMBA-022718-MCC	
eziQC EXTENSIONS		
Centennial Contractors Enterprises, Inc.	VA01VGC-021417-CCE	
The Matthews Group	VA01NGC-021417-TMG	
FHP Tectonics Corp.	VA02NGC-021417-FTC	
Centennial Contractors Enterprises, Inc.	VA04NGC-021417-CCE	
Comfort Systems USA	VA01NM-021417-CFS	
Centennial Contractors Enterprises, Inc.	VA01HGC-021417-CCE	
Comfort Systems USA	VA01HM-021417-CFS	
Harrisonburg Construction Co., Inc.	VA02HGC-021417-HAR	

**SOURCEWELL
STATE OF MINNESOTA**



Member Zylka moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2020-22

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: Mike Wilson, Greg Zylka, Scott Veronen, Sara Nagel, Ryan Thomas, Sharon Thiel, Linda Arts, Chris Kircher

and the following voted against: NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

Sara H. Nagel
Clerk to the Board of Directors

AFFIDAVIT OF PUBLICATION

DJC

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS**, **MULTNOMAH**, and **WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

CLASS 4-8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Sourcewell; Bid Location Staples, MN, Todd County; Due 06/09/2020 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

4/17/2020

State of Oregon
County of Multnomah

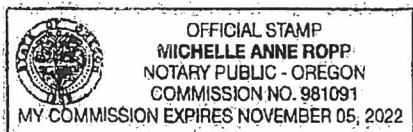
SIGNED OR ATTESTED BEFORE ME
ON THE 21st DAY OF April, 2020

A handwritten signature of Nick Bjork in black ink.

Nick Bjork

A handwritten signature of Michelle Anne Ropp in black ink.

Notary Public-State of Oregon



SOURCEWELL
CLASS 4-8 CHASSIS WITH RELATED
EQUIPMENT, ACCESSORIES, AND
SERVICES

Proposals Due 4:30 pm,
June 9, 2020

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published Apr. 17, 2020. 11878267

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 11878267
Client Reference No:

RECEIVED APR 23 2020

THE STATE MEDIA CO., INC.

Columbia, South Carolina publisher of



AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0004623622	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local go

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://proportal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

4623622

State of South Carolina

County of Richland

I, Michelle Long, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertions

Published On:

April 16, 2020

Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 5th day of August in the year of 2020

Amy L. Robbins
Notary Public

My Commission Expires:
11/27/2022

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801-204-6910

Deseret News

Utah
Media
Group

EXHIBIT 3

The Salt Lake Tribune

PROOF OF PUBLICATION CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

ACCOUNT NUMBER

SOURCEWELL,
Accounting Dept
PO BOX 219

9001496962

DATE

STAPLES MN 56479

4/28/2020

ACCOUNT NAME

SOURCEWELL,

TELEPHONE

2188945483

ORDER # / INVOICE NUMBER

0001287615 / 101287615-04162020

PUBLICATION SCHEDULE

START 04/16/2020 END 04/16/2020

CUSTOMER REFERENCE NUMBER

Sourcewell RFP for Advertisement (Class 4-8 Chassis)

CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency

SIZE

36 LINES 1 COLUMN(S)

TIMES

3

TOTAL COST

83.12

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://propportal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

1287615

UPAXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services** FOR **SOURCEWELL**, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 04/16/2020 End 04/16/2020

DATE 4/28/2020

SIGNATURE

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 28TH DAY OF APRIL IN THE YEAR 2020

BY LENE TAPUSOA



Loraine Marie Gudmundson
NOTARY PUBLIC SIGNATURE



Fred Couples, Tiger Woods and Greg Norman played in the Masters Tournament in 1996 at Augusta National. FILE PHOTO BY STEPHEN MUNDAY/ALLSPORT

Norman sinks teeth into fans’ questions

Steve DiMeglio
Golfweek | USA TODAY Network

With abundant energy and enthusiasm, Greg Norman, the Great White Shark, devoured an hour’s worth of phone calls from fans this week on the appropriately named Attack Life Radio Live on Sirius XM Radio.

From Tiger Woods to the COVID-19 global pandemic to fitness tips, Norman fielded questions from all across the U.S. on Tuesday.

“Game on,” the two-time major champion and world No. 1 for 331 weeks said at the beginning. “Bring it on.”

On came the questions. Among the many was one that dealt with Tiger Woods. Specifically, the first time he met and played with Woods.

“Played with Tiger down here at Old Marsh Golf Club (in Palm Beach Gardens, Florida) when I think he was 15 years old. Got a call from some people, because I was No. 1 player at the time in the world, and they wanted me to play with him and for me to give my opinion on Tiger,” said Norman, now 65. “So I played nine holes with him and I like, wow. This kid is going to go a long way.

“He was a sponge for information. He wanted to beat you, no matter if he was 15 years old. He just wanted to prove a point that no matter who you are or whether you’re No. 1, I’m going to come after you. Which was very, very positive to see.”

Who won, the follow-up came. “You know, I can’t remember,” Norman said. “I really can’t remember.”

Here are some of Norman’s other takes on a variety of subjects:

How he’s dealing with the global pandemic: “I’m dealing with it OK. The whole world is in this fight together. I’ve had businesses shut down. I feel for my people who have worked for me for years and years and years to experience this. But I’ve come out of this with a

sense of calm in a lot of ways because this is a bit of a wake-up call for the whole universe to say, ‘Hey, it’s going to happen again.’ How you come out of this one is going to determine how you are going to be prepared for the next one. I don’t like anybody kicking the can down the road. From the doctors and the nurses and health care workers and first responders to the military, to every country around the world, each and everyone of these people are putting their lives on the line for us. I’m a big admirer. I’m just trying to manage the process myself, both mentally and physically, and go through it day by day and not try and get ahead of myself. I know we’ll come out of it. Humanity is much stronger and very intelligent and very resilient in a lot of ways, so we will come out of it.”

Why he didn’t play much senior tour golf: “I just got sick and tired of staying in hotel rooms from a Tuesday through a Sunday and just traveling, quite honestly. When I cut playing golf out of my schedule, I actually had 50% more time for myself, which was a big deal. On top of that, my business was really kicking off, my brand was kicking off, and I wanted to focus on building that out. ... I still enjoyed playing, but the passion to really perform at the highest level wasn’t there. I quietly rode off into the sunset without any fanfare.”

Fitness recommendations for someone coming out of the winter season: “Very easy. Stretching. Start getting your hamstrings stretched out, your lower back stretched out and your quads stretched out. All those things. And I would start working on squeezing a tennis ball, getting your finger strength back up. Because people forget about that when you’re hanging onto a golf club and you’re swinging, and I don’t care if your swinging it 80 mph or 120 mph, the finger strength is going to want to do it.”

CFP officials tell Pence open campuses are key

Dan Wolken
USA TODAY

Nothing that came out of Wednesday’s conference call between Vice President Mike Pence and the College Football Playoff management committee changes the bottom line for this fall: If colleges and universities aren’t open to students, it will be very difficult for the season to start on time.

That was part of the message the group relayed to Pence, according to American Athletic Conference Commissioner Mike Aresco, who told USA TODAY Sports that the White House-initiated conversation was much appreciated by college sports stakeholders as they make various contingency plans for the season.

“It was a good call,” said Aresco, who was one of the 10 conference commissioners on the call, along with Notre Dame athletic director Jack Swarbrick. “He talked about how important college sports were to the country, and we discussed how college sports were

different from pro sports. We don’t have czars. We’re a national enterprise, but we’ll have local issues as we go forward. He seemed optimistic about some things and he asked us what we’d need to do if things were to reopen down the road.”

Still, it appears a consensus has formed among athletic officials that the first step toward restarting college football will be universities opening their doors. The optics of having football players on campus when it is deemed unsafe for other students to be there would not just be bad, it would potentially undercut the argument that college sports are tethered to education.

“If things are all virtual and if you can’t have kids on campus, can you justify the risks of having athletes on campus?” Aresco said. “We’re an extension of the educational system. You can argue if things are virtual and you can quarantine or isolate teams, is that feasible? I have no idea and I’m not going to venture an opinion on that at this point, but I’m not sure if it’s feasible.”

Paul enjoying family time in ‘wait-and-see’ mode

Mark Medina
USA TODAY

Usually, Chris Paul knows how to find the answer to any question he has.

That is what happens when you are the president of the National Basketball Players Association. That is what happens when you’re an NBA All-Star.

This time Paul does not have any answers. How could he when no one else has them regarding when the novel coronavirus outbreak will stop and when the NBA can resume play?

“It’s really just a wait-and-see game and hoping that the coronavirus gets contained,” Paul told USA TODAY Sports this week. “What we try to do from the union perspective is try to keep guys informed as much as possible and try to prepare for what we can control.”

The Thunder guard said the NBPA is having ongoing conversations with the league on how it could salvage the season. But he stressed the NBPA cares about only one variable: “If there is any way possible that we can play games for our fans without putting anyone’s health at risk, that is what everybody’s option is. But everybody understands health comes first before any of that.”



Paul

Once the season was put on hold March 11, Paul could not wait to return to his home in Encino, California, to be with his wife (Jada), 10-year-old son (Chris) and 7-year-old daughter (Camryn). He had spent most of his first season in Oklahoma City away from his family.

“This is the most we’ve all been able to be together,” Paul said. “That’s the case for a lot of families at home. It’s one of those things where you learn new things and learn not to take some things for granted.”

Paul has maximized his family time. So much so that he did not seem to consider it difficult to put his frustration over his successful season (10th NBA All-Star Game appearance) into perspective: “I’m a hell of a competitor. But I think, first and foremost, I’m a human being.”

Confined with shelter-in-place rules, Paul has included his family in his workouts. With his kids taking classes through Zoom sessions, Paul has tried to help them with their homework assignments. He admittedly does not often know the answers.

“For most athletes, we always strive to be the best and try to be perfect. I’ve been able to realize how I’m not perfect. I’m not. That’s OK. You can get better at it. So I’m just trying to be better in different aspects.”

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PUBLIC NOTICE

NOTICE TO OFFERORS

Sealed responses will be received by 1GPA office at 1910 W. Washington St. Phoenix, AZ. 85009 until
Thursday, May 21, 2020 @ 11:00 am (AZ Time Zone)
Request for Proposal
Environmental Consultant
RFP # 20-03P

Sealed responses will be publicly opened in the 1GPA office immediately following the deadline for receiving responses.

Solicitations may be downloaded online at
www.publicpurchase.com.

For additional information please contact
Christy Knorr at 866-306-3893 or cknorr@1gpa.org

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Class 4-8 Chassis with Related Equipment, Accessories, and Services** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

GET NOTICED!

Advertise in USA TODAY’s Marketplace Today Marketplace!

Call: 1-800-397-0070

PUBLIC NOTICE

SOUTHWEST FOODSERVICE EXCELLENCE (SFE),
ON BEHALF OF CONTRACTED DISTRICTS,
IS SOLICITING REQUEST FOR PROPOSAL FOR
FOOD SERVICE SUPPLIES, COMMERCIAL DELIVERY,
SFE 01-20-01.

CONTRACTED DISTRICTS IN THE CENTRAL (NEW MEXICO AND TEXAS), EASTERN (MICHIGAN, MISSOURI, AND PENNSYLVANIA), SOUTHWEST (ARIZONA) REGIONS ARE INCLUDED IN THIS RFP WITH CONTRACT TERM JULY 1, 2020 THROUGH JUNE 30, 2021.

ELECTRONICALLY SEALED PROPOSALS WILL BE ACCEPTED UNTIL 11:59 PM CDT MAY 13, 2020 THROUGH BIDFORGE. PROPOSALS WILL BE OPENED AT 10:00 AM CDT MAY 14, 2020.

RFP INFORMATION, INCLUDING BUT NOT LIMITED TO, TERMS AND CONDITIONS, DETAILED SPECIFICATIONS, TECHNICAL REQUIREMENTS, EVALUATION METHOD/ CRITERIA, AWARD PROCESS, METHOD OF PAYMENT, AND CONTRACTED DISTRICTS MAY BE OBTAINED AT www.bidforge.com OR contactus@procurement@sfellc.org OR 806-701-4985.

SFE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND/OR ALL PROPOSALS.

NOTICES

ANNOUNCEMENTS

HAVE YOU BEEN CLASSIFIED AS A HIGH RISK DRIVER DUE TO DUI, DWI OR TICKETS FOR AGGRESSIVE DRIVING?

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BUSINESS

BUSINESS OPPORTUNITIES

Invest \$300,000.00 into 10 Medical Offices
\$80,000.00 monthly ROI
Text Denis:
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FINANCIAL

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IMPROVE YOUR CREDIT SCORE

ELIMINATE your overwhelming debt

We can help if your total debt is \$10,000 or more!

- ☒ CREDIT CARD DEBT
- ☒ MEDICAL DEBT
- ☒ PERSONAL LOANS

800-825-1306

Avoid bankruptcy today and start over completely debt-free.
THE CALL IS FREE.


MARKETPLACE

PUBLICATIONS

FREE BOOK
God's Puzzle Solved
Box 1197
Montgomery, TX 77356
GodsPuzzleSolved.com
e-mail: art@mokarow.com
936-788-2588 Leave Message
No donations ever accepted

MARKETPLACE

FOR THE HOME



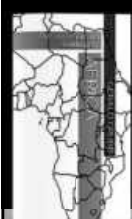
Built on this side of the wall.

TrumpPlates.com

- *Light switch plate covers
- *Made in America
- *Many designs to choose from!

T R U M P

PUBLICATIONS



Grades 2-12, Social Studies!

Trek the world continents (Africa, Asia, Americas, Australia, Europe) in the Kindle store on Amazon:
gerald grubb continents

JFK vs. CIA

In bookstores. Be afraid.
www.youtube.com/jfkcia

HEALTH/FITNESS

Have you gained weight during the Lockdown?
Call/Contact Dr. Kostow
Wellness and Weight Loss
717-533-2100
www.kostowwellness.com
15 days FREE!

HEALTH/FITNESS

ATTENTION

If you’ve had Hernia Surgery and have experienced any **COMPLICATIONS** you may be entitled to **SIGNIFICANT CASH COMPENSATION.**

CALL THE HERNIA MESH HELPLINE NOW AT 800-478-7176

TALCUM POWDER SETTLEMENT

If you or a loved one has been diagnosed with ovarian cancer after using talcum based products you may be entitled to significant compensation
800-208-3526

OPEN

Class 4-8 Chassis with Related Equipment, Accessories, and Services

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

- Pre-Proposal Conference:
May 19, 2020 at 10:00 am CDT
- Proposals Due:
June 9, 2020 at 4:30 pm CDT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#)



Bids Homepage (/Module/Tenders/en/Home/BidsHomepage) Find more bids
(https://proportal.sourcewell-mn.gov/) Create Account (/Module/Tenders/en/Vendor/Create
/42b90b89-9f67-483a-96e3-9b0490d01d40) Login (/Module/Tenders/en/Login/Index
/42b90b89-9f67-483a-96e3-9b0490d01d40)

View Details

Click (https://www.bidsandtenders.ca)here (https://proportal.sourcewell-mn.gov/) to return to the Sourcewell Procurement Portal home page.

Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 060920
Bid Name:	Class 4-8 Chassis with Related Equipment, Accessories, and Services
Bid Status:	Open
Bid Closing Date:	Tue Jun 9, 2020 4:30:00 PM (CDT)
Question Deadline:	Tue Jun 2, 2020 4:30:00 PM (CDT)
Time-frame for delivery or the duration of the contract:	Four years, with possible 1 year extension
Negotiation Type:	Refer to bid document
Condition for Participation:	Refer to bid document
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No

Description:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov (https://proportal.sourcewell-mn.gov/)]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered. Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.

Bid Document Access:

Categories:

Show Categories [+]



Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description
Pre-Proposal Web Conference	Login instructions will be provided to registered bidders by email two business days prior to the web conference.

Documents

File Name

RFP_060920_Class_4-8_Chassis

Wednesday April 15, 2020 06:07 PM

RFP_060920_Class_4-8_Chassis_Contract_Template

Wednesday April 15, 2020 04:32 PM

Addenda

File Name

Addendum_1_Class_4-8_Chassis_RFP060920

Friday April 17, 2020 12:32 PM

Addendum_2_Class_4-8_Chassis_RFP060920

Wednesday April 22, 2020 01:14 PM

Addendum_3_Class_4-8_Chassis_RFP060920

Wednesday April 29, 2020 03:45 PM

Addendum_4_Class_4-8_Chassis_RFP060920

Monday May 4, 2020 01:24 PM


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[Home](#) [New Bid](#) [Closed Bids](#) [My Stuff](#) [Tools](#)


Bid RFP #060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services [\[Switch to Vendor View\]](#)

<p>Bid Type RFP</p> <p>Bid Number 060920</p> <p>Title Class 4-8 Chassis with Related Equipment, Accessories, and Services</p> <p>Start Date Apr 16, 2020 8:41:57 AM CDT</p> <p>End Date Jun 9, 2020 4:30:00 PM CDT</p> <p>Agency Sourcewell</p> <p>Bid Contact Chris Robinson (218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219</p>	<p>Access Reports View reports on who has been notified of the bid or accessed it. [Notification report] [Access report]</p> <p>Questions 0 Questions 0 Unanswered [View/Ask Questions]</p> <p>Edit Bid [Create Addendum]</p>
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Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date May 19, 2020 10:00:00 AM CDT

Location Online Webinar

Notes Pre-Proposal login information will be emailed two days prior.

Documents

No Documents for this bid

Home (/dashboard)

>

List of Bidding (/bidding/list)

>

Solicitation Details

Pending biddingo Approval

Type 1

Bid Notice Only

Publish

Publish

/Verify Contents

Save as Template

Solicitation Setting

✓ Invite Bidders

No

✓ Evaluate Response online

No

✓ Internal Approval

No

✓ Enable Collaboration with other Users

No

Solicitation Details

Mandatory Information

Solicitation Type

RFP

Solicitation Number

060920

Solicitation Name

Class 4-8 Chassis with Related Equipment, Accessories, and Services

Procurement Type

Goods

Country & Province/State

Canada / Ontario

Published By

Sourcewell

Accept Questions

Not Applicable

Internal Information (For Internal Use Only)

Procurement Title/Project Name

060920 Class 4-8 Chassis

Advertisement

Basic Settings

Solicitation Type

Open to all suppliers

Estimated Contract Amount

\$600,000,000.00

Publish Date

04/16/2020

Closing Date & Time

06/09/2020 16:30:00 CT

Publish Option

Value Range for this Solicitation

10,000,001 over

Selected Categories

Automotive/ Industrial

Industrial Vehicles/ Equipment

Fire trucks, Ambulances, Transport Trucks, Garbage Trucks, Buses (school and commercial), Utility Trucks, Ride-on Lawn Mowers, decontamination trailers, streetcars, ice-resurfacers, office trailers, trains etc

Solicitation Overview

1 of 2

4/16/2020, 8:52 AM

Solicitation Overview

Home (/dashboard/)

 >

List of Bidding (/bidding/list)

 >

Solicitation Details

Publish

Sourcewell

Formerly NJPA

Class 4-8 Chassis with Related Equipment, Accessories, and Services

060920

Closing Date: 06/09/2020 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov (https://proportal.sourcewell-mn.gov)]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Additional Recipients

Once the posting is approved, an e-mail will be sent to the following recipient(s).

Email Address

carol.jackson@sourcewell-mn.gov

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User Manuals / Support

/contactUs



The New York State Contract Reporter

*NYS' official source of contracting opportunities
Bringing business and government together*

This document printed
Wednesday, 04/15/2020

Contracting Opportunity

* * * This ad has not been published. It has been reviewed and pending publication. * * *

Title: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Agency: Sourcewell

Division: Procurement Department

Contract Number: 060920

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 04/16/2020

Due Date/Time: 06/09/2020 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Vehicles & Equipment - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Greg Grunig
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4189
greg.grunig@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Greg Grunig
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4189
greg.grunig@sourcewell-mn.gov

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Notice

Basic Information

Estimated Contract Value (CAD) \$600,000,000.00 (Not shown to suppliers)
Reference Number 0000174298
Issuing Organization Sourcewell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 060920
Title Class 4-8 Chassis with Related Equipment, Accessories, and Services
Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada
Purchase Type Term: 2020/08/03 01:00:00 AM EDT - 2024/08/02 01:00:00 AM EDT
Description Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication 2020/04/16 09:29:06 AM EDT
Question Acceptance Deadline 2020/06/02 05:30:00 PM EDT
Questions are submitted online No
Bid Intent Not Available
Closing Date 2020/06/09 05:30:00 PM EDT

Prebid Conference 2020/05/19 11:00:00 AM EDT

Contact Information

Procurement Department
 218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended
Event date 2020/05/19 11:00:00 AM EDT
Location Online webinar
Event Note Pre-Proposal login instructions will be emailed two days prior.

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Documents

Documents

Document	Size	Uploaded Date	Language
How to obtain RFP document [docx]	140 Kb	2020/04/16 09:27:14 AM EDT	English

Categories

Selected Categories

GSIN Category (1)	
G	Goods Goods
N23	Ground Effect Vehicles, Motor Vehicles, Trailers, And Cycles Ground Effect Vehicles, Motor Vehicles, Trailers, And Cycles
N2320	TRUCKS AND TRUCK TRACTORS, WHEELED Trucks and Truck Tractors, Wheeled NOTE: This class includes only complete wheel mounted trucks and truck tractors, and chassis therefor. The combined chassis and body of a special purpose truck, such as a machine shop, mobile laundry, or dental laboratory, is classified in this class. Includes Panel, Delivery and Pick up Trucks, Tactical and Administrative Military Cargo Carrying Vehicles, including Wheel Mounted Amphibian Vehicles; Truck Tractor and Trailer Combinations; Armored Cars.
MERX Category (1)	
G	Goods Goods
G22	Miscellaneous Goods Miscellaneous Goods
UNSPSC Category (1)	
25000000	Commercial and Military and Private Vehicles and their Accessories and Components
25180000	Vehicle bodies and trailers
25181600	Automotive chassis



Alberta Purchasing Connection



Opportunity Notice

Class 4 -8 Chassis with Related Equipment, Accessories and Services

Opportunity Information

Organization:	Alberta Rural Municipalities of Albe
Organization Address:	
Reference Number:	AB-2020-02555
Solicitation Number:	AB-2020-02555
Solicitation Type:	Request for Proposal
Posting (MM/dd/yyyy):	04/16/2020 05:30:00 PM Alberta Time
Closing (MM/dd/yyyy):	06/09/2020 03:30:59 PM Alberta Time
Last Update (MM/dd/yyyy):	04/16/2020 05:23:21 PM Alberta Time
Agreement Type:	NWPTA/TILMA & CFTA & CETA
Region of Opportunity:	Open
Region of Delivery:	Alberta
Opportunity Type:	Open & Competitive

Commodity Codes:

N2320DGA: Truck, Maintenance, Diesel, to 27,499 GVWR
 N2320W00: Medium Truck Cab-Over-Engine
 N2320DMB: Truck, Tractor, Diesel, 27,500 GVWR and Up
 N2320DAB: Trucks (Dump, Stake, Van) Diesel-Powered, 27,500 lbs. GVWR and Up
 N4210PF: Truck, Fire, Crash, Rapid Intervention Vehicle, Medium Size (RIV)(B)
 N2320DQA: Truck, Wrecker, Diesel, to 27,499 GVWR
 N2320DMA: Truck, Tractor, Diesel, to 27,499 GVWR
 N2320DRA: Truck, Sander (Hopper Body) Diesel, to 27,499 GVWR
 N2320D: Truck and Truck Tractor Wheeled, Diesel, Over 10,000 GVWR (Except Military Configuration)
 N2320DFA: Truck, Liquid Waste Disposal, Diesel, to 27,499 GVWR
 N2320DHA: Truck, Refrigeration, Diesel, to 27,499 GVWR
 N2320DAA: Truck, (Dump, Stake, Van) Diesel Powered, to 27,499 lbs. GVWR
 N2320DLB: Truck, Tanker, Diesel, 27,500 GVWR and Up
 N2320DDA: Truck, Fuel Service, Diesel, to 27,499 GVWR
 N2320DLA: Truck, Tanker, Diesel, to 27,499 GVWR
 N2320DDB: Truck, Fuel Service, Diesel, 27,500 GVWR and Up
 N2320: Trucks and Truck Tractors, Wheeled
 N2320DGB: Truck, Maintenance, Diesel, 27,500 GVWR and Up
 N2320DFB: Truck, Liquid Waste Disposal, Diesel, 27,500 GVWR and Up
 N2320DJB: Truck, Refuse Collection, diesel, 27,500 GVWR and Up
 N2320DQB: Truck, Wrecker, Diesel, 27,500 GVWR and Up
 N2320DRB: Truck, Sander (Hopper Body) Diesel, 27,500 GVWR and Up
 N2320DHB: Truck, Refrigeration, Diesel, 27,500 GVWR and Up
 N2320DEA: Truck, Line Maintenance, Diesel, to 27,499 GVWR
 N2320DJA: Truck, Refuse Collection, Diesel, to 27,499 GVWR
 N2320GAA: Cab and Chassis, Gasoline Powered - GATT
 N2320DEB: Truck, Line Maintenance, Diesel, 27,500 GVWR and Up

Category: Goods

Potential vendors (bidders) may view the bid package here.



Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package.



Response Submission:

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

<https://proportal.sourcewell-mn.gov>

Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time and late submissions will not be considered.

Response Contact:

Robinson, Chris

Procurement Manager

2510 Sparrow Drive

Nisku, Alberta T9E 8N5

Tel: 218-895-4168

Email: rfp@sourcewell-mn.gov

Response Specifics:

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, 4:30 pm Central Time, and late proposals will not be considered.

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal,

Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

Opportunity Description:

Rural Municipalities of Alberta ("RMA"), is posting the solicitation on behalf of RMA and its current and potential Members and represented Associations and their Members, which includes local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador and Northwest Territories. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of the New West Partnership Trade Agreement ("CETA") for this procurement, RMA/Sourcewell is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) 060920
Entitled

Class 4-8 Chassis with Related Equipment, Accessories, and Services

The following advertisement was placed April 16, 2020 in Utah's *The Salt Lake Tribune*, in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and April 17, 2020 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

72 HOUR LLC	J. B. Poindexter & Co. Inc.
ADOMANI, Inc.	Kenworth Truck Company, Division of PACCAR Inc.
ALL SOUTH SHORE MEDICAL SUPPLY INC	Lion Buses Inc
Amthor International	LOS ANGELES TRUCK CENTERS
ARCH EQUIPMENT GROUP LLC	Mack Trucks
ATS Traffic	Mitsubishi Fuso Truck of America, Inc.
Autocar Truck, LLC	Motiv Power Systems
Beaufurn	Motor Power Equipment Co
BOYER FORD TRUCKS SIOUX FALLS INC	Navistar, Inc
Boyer Ford Trucks, Inc.	PB Loader Corporation
Brandt Truck Rigging & Trailers	Peterbilt Motors Company
BRANDT TRUCK RIGGING & TRAILERS	Peterbilt Motors of New York City, LLC
Buckeye Truck Equipment Inc. BYD Motors LLC	Phenix Enterprises, Inc.
BYD Motors LLC	Phoenix Cars LLC

Cal-Lift, Inc.	Prime Vendor Inc.
Certified Stainless Service, Inc.	Prisoner Bench LLC.
Cervus Equipment Peterbilt	Recycle Coach
Chapman Ford of Horsham	Redhead Equipment
Chas S Winner Inc	Rush Enterprises Inc
Crane Carrier Company	SEA Electric LLC
Custom Truck & Equipment LLC	Sheridan County
Custom Truck Equipment	Stellar Industries, Inc.
Daimler Trucks North America	Sterling Truck and Trailer Sales Ltd
Dejana Truck & Utility Equipment Comp, LLC	Structural Metal Fabricators Inc.
Doggett Freightliner of Arkansas	Sunbelt Rentals of Canada
Don Brown Bus Sales, Inc.	TEC Equipment
Dunlop Western Star Truck Centres Ltd.	TGT TRANSPORT, INC.
Eco Vehicle Systems LLC	Tom Graddy Enterprises of Austin, LLC
eRepublic, Inc.	Transport Equipment, Inc.
Expertec Van Systems Inc.	Transteck, Inc.
Federal Contracts Corp	US Fire Equipment, LLC
H & H SALES COMPANY INC	Valor Holdings LLC
Hempstead Lincoln Mercury Motors Corp.	Viking Cives Midwest Inc.
HENDERSON PRODUCTS INC	Volvo Trucks North America, LLC
Hino Motors Sales U.S.A., Inc.	Warner Industries Ltd
Hunter Truck Buffalo	Warren Equipment Inc
I State Truck Center	Western Star Trucks (North) Ltd.
Industrial Power LLC	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on June 9, 2020 at 4:32 pm CT. Proposals were received from the following:

72 HOUR, LLC
 ADOMANI, Inc.
 Amthor International
 Autocar Truck, LLC
 Boyer Ford Trucks, Inc.
 BYD Motors, LLC
 Certified Stainless Service, Inc.
 Chas S Winner, Inc.
 Crane Carrier Company
 Daimler Trucks North America
 Don Brown Bus Sales, Inc.
 Eco Vehicle Systems, LLC.
 Federal Contracts Corp.
 Hino Motors Sales U.S.A., Inc.
 Industrial Power, LLC
 Kenworth Truck Company, Division of PACCAR, Inc.

Lion Buses, Inc.
LOS ANGELES TRUCK CENTERS
Mack Trucks
Navistar, Inc.
Peterbilt Motors Company
Phoenix Cars, LLC
Redhead Equipment
Structural Metal Fabricators, Inc.
Volvo Trucks North America, LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, Procurement Lead Analyst
Carol Jackson, Procurement Analyst
Brandon Town, Procurement Analyst
Craig West, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Autocar Truck, LLC is a medium and heavy-duty truck manufacturer selling and servicing Class 7 and 8 chassis. They bring four product lines in a variety of configurations, including options for CNG. Their dealer network has a presence in all states and provinces and their products are backed by a solid warranty. Autocar Truck is offering Sourcewell Participating Agencies competitively discounted pricing.

Certified Stainless Service, Inc. dba West-Mark, is offering their full line of Class 4-8 chassis, as well as turn-key truck solutions including D.O.T. Code tanks, vacuum tanks and specialty equipment of all types in stainless steel, aluminum, and mild steel. They provide customer service to Sourcewell Participating Entities in the United States and Canada. West-Mark offers a significant discount on their products along with volume discounts.

Crane Carrier Company is a chassis manufacturer offering a wide selection of class 6, 7 and 8 low-entry chassis available in diesel, CNG and electric-hybrid options. Their chassis are backed by a solid warranty with optional extended warranty and service contract options. Sourcewell Participating Agencies in the US and Canada will be able to receive sales and service support through a large dealership network. Crane Carrier Company is offering a competitive discount off of catalog pricing.

Kenworth Truck Company offers truck chassis in Classes 5, 6, 7 and 8 that are available at over 400 dealers in the United States and Canada. Their technology advances include increased safety, improved fuel economy, navigation systems, diagnostic tools and proactive diagnostic and repair planning before the truck reaches the shop. Kenworth Truck Company is offering Sourcewell Participating Entities a solid discount off their list pricing.

Lion Buses is a zero-emission heavy-duty battery electric truck and bus manufacturer, that has a proven track record with vehicle ranges of up to 250 miles per charge. Their trucks feature a tight turning radius, and

optimization of visibility to enhance safety. Lion offers Participating entities volume discounts along with their substantial discounted list pricing.

Mack Trucks, Inc. includes truck chassis alternatives in Class 6, 7 and 8 with sales through 432 dealer locations in the United States and Canada. They have a dedicated UpTime Center staffed with over 600 people providing live support 24/7/365. All Mack powered trucks come standard with connectivity and remote monitoring of the Mack engine, transmission and after-treatment systems. Sourcewell Participating Entities will have access to a variety of financing and leasing options, significant discounts, and extended service plans.

National Auto Fleet Group is offering class 4-8 chassis from 11 different manufacturers including Ford, RAM FCA, Chevrolet, HINO, ISUZU, International, Volvo, Freightliner/Western Star, MACK, Kenworth and Peterbilt. Through their direct sales force and dealerships, as well as their manufacturer partner dealer networks, they are able to sell and serve across the United States and Canada. Participating entities will receive a solid discount off MSRP.

Navistar manufactures and offers a large selection of class 4-8 chassis models to fulfill participating entity needs. Navistar is offering a considerable discount. Their extensive dealer network is positioned to serve the needs of Sourcewell participating entities across North America.

Peterbilt Motors Company is a manufacturer offering a comprehensive selection of class 5-8 truck chassis with a variety of configurations available. Participating Agencies will receive a solid discount off of list price and have access to a full range of financing options. Technological and green advances are available in their product line to include a fully electric vehicle. A wide dealer network expands across the United States and Canada and they have seven strategically located parts distribution centers to meet participating entity needs.

For these reasons, the Sourcewell Proposal Review Committee recommends award of Sourcewell Contract #060920 to:

Autocar	060920-ATC
Certified Stainless	060920-CER
Crane Carrier	060920-CRN
Kenworth	060920-KTC
Lion Buses	060920-LON
Mack Trucks	060920-MAK
National Auto Fleet	060920-NAF
Navistar	060920-NVS
Peterbilt	060920-PMC

The preceding recommendations were approved on July 21, 2020.

DocuSigned by:

Greg Grunig

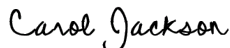
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Greg Grunig, Procurement Lead Analyst

Sourcewell

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Carol Jackson, Procurement Analyst

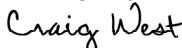
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Brandon Town, Procurement Analyst

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Craig West, Procurement Analyst

STATEMENT OF COMPLIANCE

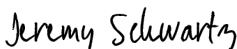
As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #060920 for Class 4-8 Chassis with Related Equipment, Accessories, and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:



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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

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**Solicitation Number: RFP #060920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to 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.

Vendor 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 August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

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

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

3. PRICING

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

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, Vendor 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.

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

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

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); 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.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcwell'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 Sourcwell during such time of access. Vendor 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.

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

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with 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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.

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B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, 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 worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

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

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B. BUSINESS REVIEWS. Vendor 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, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor 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. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcwell for the administrative fee amount of \$400 multiplied by the total number of trucks purchased by Participating Entities from Vendor under this Contract, and \$200 multiplied by the number of trucks purchased by Participating Entities from Vendor's partner dealer Alan Jay Automotive in Florida, during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

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by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 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.

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. 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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

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17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any 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.

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), 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-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

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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 Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

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Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

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also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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

24. CANCELLATION

Sourcwell or Vendor 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 Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 8/3/2020 | 5:08 PM CDT

72 Hour LLC dba: National Auto Fleet Group

DocuSigned by:
By: Jesse Cooper
FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
Date: 8/3/2020 | 2:06 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/3/2020 | 5:13 PM CDT

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name: 72 HOUR LLC

Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group

Address: 490 Auto Center Drive
Watsonville, CA 95076

Contact: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Phone: 951-440-0585

Fax: 831-840-8497

HST#: 263297677

Submission Details

Created On: Friday April 17, 2020 10:02:43

Submitted On: Tuesday June 09, 2020 00:25:02

Submitted By: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Transaction #: 42f514a4-eaaa-46d1-a264-1de559e88b95

Submitter's IP Address: 76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	72 Hour LLC, DBA: National Auto Fleet Group	*
2	Proposer Address:	490 Auto Center Drive Watsonville CA, 95076	*
3	Proposer website address:	www.NationalAutoFleetGroup.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper 1-855-289-6572 Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper 1-855-289-6572 Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper 1-855-289-6572 Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Clarkecooper@wondries.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>NAFG, was originally established in 1987 when we went by Wondries Fleet Group located in Southern California. Starting with a single automobile dealership, my father Clarke Cooper has grown our network to over 35 dealerships both in and outside of California. We have always hired and promoted from within our organization to help promote our culture. Most of our Fleet Division Managers who started with us back in 1987 are still with us today.</p> <p>We have evolved over the decades to adapt to the improving industry technology to the advancement of once gas-powered vehicles to now fuel cell powered. Even in today's fast changing marketplace, our core values have never changed. Our core values are: Always do what's right for the customer, you take care of them and they will take care of you.</p> <p>Our Business philosophy has always been the 4 RIGHT'S to every client: Deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place and the RIGHT price.</p> <p>Our longevity can best be displayed with a few statements. We are and have always been family owned and operated. We have deep family roots in the automobile business with future generations in the infant stages today. We plan on leading our industry for decades to come.</p>	*

8	What are your company's expectations in the event of an award?	If awarded another Sourcewell Contract, this would be our 4th and like our prior 3 contracts we will grow yet again by compounding our knowledge and customer service experience we have gained from serving members from across our great nation yet again to new heights. We want to grow our divisions with more staff and particularly grow our Partner Program which is detailed in the Zip file in the additional Documents upload. Our Partner program allows members to suggest and even recommend there local upfitters to NAFG to partner on any turn key quote. We see a tremendous value in giving the ability to the member to supply the upfitter of there choice to NAFG in order to provide a 100% turn key solution.	*
9	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>We have uploaded the following under the section: Financial Strength: Bank commitment letters that we have been utilizing with our current Sourcewell Contracts which extend a direct line of credit up to \$ 43,000,000 and more if needed to serve member needs.</p> <p>Market Success with copies of recent current contracts of over \$ 140,000,000 worth of products and goods from a direct result of our current Sourcewell Contracts which are:</p> <ol style="list-style-type: none"> 1. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF. 2. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF. 3. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. 4. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. 5. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF. 6. City of Los Angeles Harbor, CA Contract for \$ 1,500,000 under our Sourcewell Contract 120716-NAF. 7. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. 8. City of Costa Mesa, CA Contract for \$ 1,023,220 under our Sourcewell Contract 120716-NAF. 9. Blanket Contract with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. 10. Blanket Contract with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. <p>Commitment Letter's for 5 years' worth of continued unwarily support from large national upfit suppliers such as The Knapheide Manufacturing Company with it's distributor base nation wide down to regional support from Phenix Truck Body in Southern CA as an example. All of which currently help support our current members clients with current and past orders they have had with NAFG.</p> <p>We have Member Recommendations attached showing not only does NAFG practice with we preach, but Member's can stand behind NAFG as well.</p> <p>We have Upfitter Recommendations as well to show not only NAFG is a good partner for members but also a good partner to partner with. Not only does taking care of the member just involve the dealer, it also must and will always include the upfitter along with the entire supply chain. All of which goes towards serving the members.</p> <p>We have provided documentation of the State of Maryland adopting our current Class 6, 7 and 8 contract demonstrating our ability to go after and show States there's a better way of doing business.</p> <p>Lastly, we have shown our Growth we have had with Sourcewell from 2012 when we were first awarded. We hope this only shows the trajectory of where we are expecting to take our future expectations.</p>	*
10	What is your US market share for the solutions that you are proposing?	Our US Market Share for the products and Model's we are offering is roughly 70-80% as the 11 manufacturers represent. NAFG market share is roughly estimated 2% of Government Fleet Sales.	*
11	What is your Canadian market share for the solutions that you are proposing?	NAFG current Canadian market share is zero, however plans are in place to aggressively go after the Canadian market.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

13	<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.</p> <p>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?</p> <p>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>NAFG is best described as "A" a Distributer/Dealer/Reseller/Dealer Partner for the 11 Manufacturers contained in our response: Ford Motor Company, RAM, Chevrolet, Hino, Isuzu, International, Volvo, Freightliner, Western Star, Mack, Kenworth and Peterbilt. All orders are placed with franchised dealerships and ultimately titled to the member. All our appropriate certificates can be viewed in the "Related Certification" section for either our dealerships direct or our partner dealers you will find all appropriate certificates. We do not sell used equipment to the members. As well you will find NAFG has named our dealer partners as additional insured under our policy.</p>	*
14	<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>A Dealer License and Franchise agreement issued by the Manufacture, Department of Motor Vehicles License along with a Reseller's permit are the most pertinent licenses to hold. In the attachment in section "Related Certification" you will find the following either as a solely owned entity or by our partner dealer we jointly hold:</p> <p>IRS Approved FET Number CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Does not apply.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	The most prodigious award NAFG has received in the past 5 years would be: Top Placement in Ford Motor Company as a leading dealership in Government Sales followed by our high ranking recognition from General Motors for our Chevrolet brand. Both NAFG has received 4 of the past 5 years.	*
17	What percentage of your sales are to the governmental sector in the past three years	As an organization most of our sales are focused on retail, however in our division in Fleet, we have sold to about 90% Government accounts.	*
18	What percentage of your sales are to the education sector in the past three years	As a percentage of our sales in the Government, about 20% would be considered to Universities and Unified School Districts.	*
19	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?	We hold the State of California contract with volumes from 200 to 500 units a year during the past three years. Second, our Sourcewell Contract's 091219, 081716 and 120716 which over the past three years has sold a volume of \$ 390,030,176.99 of Combined Quarterly Sales.	*
20	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?	NAFG focus is on our Sourcewell Contracts we do not hold any other besides the State of California.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-732-3794	*
County of Venture, CA	Mr. Jorge Bonilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at a time	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 100 Trucks	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 75 Trucks	Over 2M	*
City of San Diego	Government	California - CA	Purchaser	Over 400 Trucks	Over 10M	*
Ann Arundel County	Government	Maryland - MD	Purchaser	Over 20 Trucks	Over 1M	*

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 *	
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23	Sales force.	We have a Direct and Indirect sales force. Our direct sales force are our employees and partner dealers. Combined our estimated employee count exceeds 100 persons dedicated to supporting our dealerships and NAFG Fleet Division. Our indirect sales force which would be our partner suppliers and upfitters would be well above 100. With both direct and indirect sales force staff NAFG has been proven to maintain and service the current demand of the members. As the number of members grow that we can help, the more staff we would eagerly employee to help meet demand.	*
24	Dealer network or other distribution methods.	Our franchise network which cover's our proposed 11 manufacturers are second to none. With industry forefront of the combined experience of manufactures like The Ford Motor Company, General Motors, Freightliner, MACK, Peterbilt and Kenworth to name a few have established a national presence were all members can receive service and warranty repairs on there respective products. The distribution of an Automobile or Cab Chassis has always been an ongoing challenge for all manufactures new and old. However we in America have the best Automobile Supply Chain Network in the world and as a franchised dealer of brands, we too get take full advantage of the network to ship and supply our member clients nationwide.	*
25	Service force.	With over thousands of service locations representing our 11 manufacturers a member client can find with ease a service station or warranty repair facility near by. Of course Alaska and Hawaii do have a larger distance between franchises a member would utilize for warranty repair or service.	*

26	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>To best illustrate our Customer Service programs, I ask that you use as a reference our ZIP file under Additional Documents and within in a ZIP file named "Member Walk Through". Start with and view in order which I will explain in order here:</p> <p>How A Member Can Get Quotes Online Demo: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory order-able options, taking the guess work out for the member. Once a member selects a desired build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built.</p> <p>How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.</p> <p>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.</p> <p>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.</p> <p>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send the member a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and to ensure all Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.</p> <p>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk the member through the process step by step to ensure the member knows the upcoming factory order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.</p> <p>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in this example.</p>	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have provided a list of our top 1,000 member/clients demonstrating our ability to service all members nationwide. Located in the Marketing Place ZIP file as "NAFG Top 1,000 Member Clients" PDF.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our ability and know how to carry our business model into Canada has never been as strong as it is today, we believe a simple US Dollar to Canadian exchange rate coupled with our pricing structure will allow NAFG to finally be in a position to serve members in Canada by partnering with Canadian based dealer groups.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NAFG will service 100 % of the United States of America and attempt to build the same model to service all of Canada. We do not know yet what regions we will encounter difficulty and how long the solution will take, but we will strive to service all of Canada.	*

30	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?	We will service all Sourcewell Members through our 24 hours a day 365-year website except Non Profits. Non-Profits would be subject to a different pricing program and would need to be handled on a case by case basis. Non-Profits mostly do not qualify for the discount governments qualify for.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only requirement for members in Alaska, Hawaii and US Territories would be logistical shipping constraints the region would hold. For example, we currently provide members in Alaska chassis cabs with upfits and the member allows us to add the extra shipping cost, port cost and driver cost to load and unload there vehicles from port to port. This would be required if needed to be added to any quote in these regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>In addition to the Sample Marketing Flyers and Marketing Department Charts uploaded in the link "Marketing Plan/Samples"</p> <p>National Auto Fleet Group facilitates a variety of marketing strategies to promote our products and services to reach out to government entities.</p> <p>Our company encompasses mainly outbound marketing strategies to promote the Sourewell Government Vehicle Contract.</p> <p>Email Marketing: Part of our outbound strategy includes paid online marketing techniques such as the use of email campaign blasts. This process includes creation of multiple campaign flyers used to convey key messages to our targeted audience. Flyer messages consist of the types of vehicle contracts, brands sold, special discounts offered to first time buyers, holiday themed flyers, vehicles offered, new website features and many more. This method encourages potential customers to our website to explore our products and services. Campaigner email marketing service acts not only to send out emails but as a CRM database system to monitor, send and track effectiveness of emails. Our marketing team works continuously to gather emails from government entities though out the United States to compile a database of clientele.</p> <p>Event Marketing: This strategy has proven to be a successful avenue to generate leads and create lasting relationships. National Auto Fleet Group attends several trades shows per year to engage customers in person along with upsell opportunities. Meeting prospects face-to-face forms a lasting impression not available through other methods of selling. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, CASBO throughout the United States.</p> <p>Relationship Marketing: This is utilized once a client is directed though our website though online methods. Once a potential client registers and becomes a member on our website, our sales team will personally reach out via phone or email to provide further assistance. The role of the sales team is to continue to support and empower clients and educate them on products and services offered. The team will go the extra mile for subscribers, prospects, and customers even after a sales transaction is completed.</p> <p>Our sales team has worked tirelessly to focus on providing outstanding customer support to create powerful rapport with our clients. By going above and beyond, we have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence to our clients. Their constant goal is to regularly assist clients and address any needs during the entire sales process. Striving to focus on solution selling vs. product selling develops into a mutually beneficial agreement for customers and the business.</p> <p>Referral/Word of mouth: This strategy ties into our outstanding relationship marketing to clients. The positive quality of service experienced by customers has led to an increased number of sales through referrals. Our goal is to provide exemplary customer service throughout entire selling process to encourage repeat business and referrals.</p> <p>Coming late summer of 2020, National Auto Fleet Group will be launching a NAFG Partner Website to increase the growth of our business. The website www.nafgpartner.com is expected to launch late summer/early fall of 2020. The site encourages body upfitting companies throughout the United States to partner up with us to become a preferred member. The benefits of becoming a preferred member is to have their business advertised on our site as well as referring any clients with upfitting needs to a local body company within their general vicinity. Our buyers from government agencies are encouraged to go on the site as well and look for local body upfitting companies they are interested in working with. To join our network, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This creates a relationship that will generate increased sales from both the sides. We are still currently building the website and searching for body companies across the states that would be interested in partnering up with NAFG.</p> <p>Direct Marketing: Prior to the Covid-19 outbreak, our company was promoting direct marketing strategies by contacting local businesses and setting up in person meetings with our dedicated public relations representative. The role of our dedicated representative included in person meetings to discuss our products and services, present website features and to drop off sales contact information for further questions.</p>
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33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Social media is a critical part in the way people communicate and connect with each other. LinkedIn offers a variety of ways to expand our network by finding and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to reach out to current and potential members through personalized messages. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, and Facebook company pages. The goal is to find and connect with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate more business. Time is also spent on reading posts from connections to observe any needs that National Auto Fleet Group may assist with. The marketing team also spends time researching government entities and prospects through their websites. In addition to looking for new clients, the marketing team will take time to sign up for e-newsletters from cities, counties, school districts and colleges. This will ensure that NAFG will understand needs of government entities and will utilize this information for future campaigns.</p> <p>Example: City of New York posted that they plan to replace current fleet with an all-electric fleet within the next 20 years. Email campaigns focusing on types of electrical vehicles provided by National Auto Fleet Group was sent.</p> <p>NAFG has recently introduced newly built live chat feature on our website. Visitors are prompt to chat with a live sales representative 24 hours a day, 7 days a week. This will ensure that clients that are interested have another avenue of reaching out in addition to emailing or telephone. Benefits of Live chat option include quicker response time to assist buyers for purchasing needs. Our live chat feature not only encourages sales but the value of the sale as well. Live chat benefits from understanding the immediate needs of the buyer and buyers can receive an immediate response not only from questions but recommendations for their needs.</p> <p>The use of marketing campaigns plays a major role in enhancing the growth of our client database. Email is a big part of our lives and every government agency employee has an email address. Campaigner.com is the platform used for our email marketing. The goal of email marketing is to reach our target audience and personalizing email flyers with a responsive design. Videos and images are used and can be viewed from on a computer or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows us to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.</p>	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell is a trusted brand that government entities can rely on to provide a wide variety of products and services. They aim to simplify the purchasing and procurement process of government entities. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts. Products and services are from reputable vendors. The brand provides a sense of showing legitimacy and verification of our company name and members understand that products and services provided are from reputable vendors. Clients recognize the Sourcewell brand and their vendors as a trusted source that will meet their needs. The main selling point of the brand is the elimination of the need to bid. Sourcewell has done for bidding for the government entities which simplifies the purchasing process. This process not only saves money but valuable time as well. Once a client receives a vehicle quote from our sales department, the role of the client is to submit a purchase order when ready.</p> <p>Sourcewell has provided NAFG overwhelming opportunities to work with government agencies across the United States. The Sourcewell well name represents a high standard of integrity and ethics and we are proud to be part of this dynamic. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. The Sourcewell contract can be also be customized to meet the needs of the client. The sales team has incorporated not only this standard of integrity in their sales practice by ensuring clients we will always assist them with all their vehicle purchasing needs. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments throughout the company.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, a sales representative can be reached through phone, email or on the new live chat feature on the website.</p> <p>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat, or phone.</p> <p>If support is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures having an available representative to answer any questions if needed and to empower the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	NAFG extends any and all Service Training Programs provided by the Manufacturer. Many of the programs offered are quoted individually by the manufacture based on class size and region of the country. NAFG will pass these quotes onto the member at dealer cost.
37	Describe any technological advances that your proposed products or services offer.	Accomplishments by the Manufacturers like Ford Motor Company, General Motor's and MACK Truck serve the member automatically by having these models available through our proposal. As well as our inclusion of Motive Power Systems in our proposal. Motive Power Systems provides the member the ability to electrify their vehicle. We attached product information and pricing in the "Upfits Available" ZIP file in them "All 11 Manufacturer" ZIP file under additional documents.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	NAFG has Partnered with 400 Mayors Nationwide to create a US Mayor EV Drive Climate Initiative called the Climate Mayor Purchasing Collaborative www.Driveevfleet.org to help spread the benefit of members going 100% green. We have 100% Pure Electric vehicles to offer such as the Chevrolet Bolt and Ford Fusion, which are all technology predecessors to the All New Ford Electric F-150. We are certain over the next few years, Ford and many other manufacturers will be making available 100% pure electric cab chassis for members to select from.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Within the same Motive Power PDF's located in the "Upfits Available" Zip File, you will find Motive's System's CARB Certification's (California Air Resource Board) for two engines offering along with there Ford Qualified Vehicle Modifier Certificate. All which help energy conversation and efficiencies.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG has provided as an attachment "Upfits Available" our partnership letter with Diversified Leasing. Diversified Leasing is a DVBE/SBE Company that has been in business since 2014. As a Disabled Veteran Business Enterprise Licensed in the Stat of California (#1792183) Diversified has offered there certification to be placed on any NAFG quote for a small admin fee which is fully displayed on there partnership letter attached.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Dedication, Hard Work not to be confused with efforts but with results. NAFG has built its division solely for the purpose of serving the members experience from our 24-hour member website or website improvements and capabilities to thinking outside the box to help a member find a solution.

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 *	
42	Do your warranties cover all products, parts, and labor?	We have attached all Warranty information provided by all 11 manufacturers offered in our proposal as an added attachment.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Each manufacturer have there own usage restrictions that a member should be aware of. Such as improper use of a chassis may not allow it to be covered under warranty. For example, a F-250 being used for a police rated pursuit vehicle would void certain warranties. We encourage for each member to contact us for there particular warranty coverage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, in some cases of a breakdown, manufacturers would tow a member vehicle to there nearest warranty repair facility.	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Each manufacture is different, and we encourage prior to purchasing a product to call in and ask about your specific region and how it's covered.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are passed on to the original equipment manufacturer.	*
47	What are your proposed exchange and return programs and policies?	We offer no exchange, return programs or policies. Once an order has passed a certain point with the factory and NAFG can not cancel the order after trying to cancel with the manufacturer, then the order is non-cancellable.	*
48	Describe any service contract options for the items included in your proposal.	We offer any and all manufacturer service contracts to all members. There are several parameters which a customized service contract can be created. NAFG will treat each of these as an added factory option and follow the same discount schedule in the price file.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 20, with a 10-day grace period.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	NAFG has partnered with National Cooperative Leasing to offer Sourcewell Contract Lease Terms to all NAFG Quotes for all Sourcewell Members. We have attached a PDF called "NCL Sample Lease" in the Zip File Called "member Walk Through"	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	NAFG is structured in a manner where it can monitor most transactions preformed through our Sourcewell Contracts. NAFG has made the tracking of all orders a reasonably organized method to allow fast accurate quarterly reporting.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, up to \$ 2,500 per vehicle, any amount higher than \$ 2,500 would carry a P-card/ Credit Card transaction fee which will be passed onto the member.	*

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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	NAFG is offering Line Item Discounts Off MSRP for 11 manufacturers detailed in the Price File, NAFG is offering all Upfits to be added to any and all chassis cabs and trucks, details are on the Price Summary Page in the price file.	*
54	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.	NAFG Discount Range per Manufacturer is as follows: Ford Motor Company from 2.75% to 18.86% RAM FCA Company from 6.18% to 13.95% Chevrolet from 5.73% to 21.39% HINO from 14.36% to 19.24% ISUZU from 9.98% to 15.57% International from 2.01% to 39.33% Volvo from 23.79% to 24.19% Freightliner/ Western Star from 34.17% to 42.90% MACK from 16.97% to 31.95% Kenworth from 28.11 to 39.31% Peterbilt from 21.09% to 42.66% Upfits can be added at dealer invoice up to 10%, detailed in the price file.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	We encourage any and all members to contact us if considering ordering 50 or more units for an additional discount quote.	*
56	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.	Open Market products or Sourced Goods will be treated as any upfit and may be quoted up to a 10% mark-up if applicable.	*
57	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.	All considerations have been taken into account in the price file in its entirety. Price Summary Page and Price Tabs contain all costs associated with all quotes. If a member would like a quote for a particular situation and the item requires special training or installation, these charges would be added as part of the upfit and included in the members quote.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufacturers charge a standardized "Factory Destination Charge" which is displayed on all window stickers and on all trucks on a dealer's lot. This is not the destination charge that maybe charged to ship a chassis to and from an installer, these additional subsequent movements are all added freight charges and will displayed on the members quote.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight to these regions carry a specific logistical barrier which carry added cost such as ferry, port and driver cost both to and from the mainland. These added costs will be disclosed and added to any quote for the member to review.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAFG will utilize the power and expertise of the already established Automobile Franchise Distribution Network to have members vehicles delivered promptly there destination.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We would never offer any other organization what we offer Sourcewell in volume pricing and offerings.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	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.	We have created a member friendly easy to build online quoting system for members to use. Pricing is built directly into the website and is loaded daily by the manufacture MSRP information. Our system will provide an accurate quote 99.99% of the time. We have stream lined how our admin fee is processed to allow a quick 15-30 day turn around on quarterly reports.	*
63	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.)	Our Admin Fee has been streamlined to allow for growth to occur with maintaining a high level of accuracy and reporting. Our proposed admin fee would follow these guidelines: F-450, F-550, F600 and like models = \$ 400 flat F-650 and above = \$ 700 flat Partner Deals (NAFG Partners with another dealer) = \$ 150 flat All other models F-250 and below = \$ 325 flat	*

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

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG is providing: 11 Manufacturers totaling above 1,284 makes, models and trims ranging from Class 3 to Class 8 Cab an Chassis and trucks. With available Upfits to be added ranging from tool boxes to Line Mechanics Bodies. Any and all upfits can be added to our chassis cabs either by our upfit partner supplier or by a members upfit supplier working with NAFG to provide a Turn Key Quote.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NAFG Lists all makes, models and trims in each ZIP file under ZIP File "All 11 Manufacturers" representing a combined over 1,284 makes, models and trim combinations for members to choose from along with a subtitle "Upfits" detailed in the price file.	*

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

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models	*
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models	*
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models	*
69	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models	*
70	Class 4 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	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.	If awarded NAFG will keep track of the number of client quotes it processes which will be done via our website and easy to oversee and base this data month after month to see if our interest is growing at the expected rate we would expect.	*
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Our manufacturers products are always striving to bring to market the latest green vehicles to accommodate the ever-increasing demand for eco friendly transportation.	*
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	Representing 11 manufacturers in our response, we are positive we represent the best of the best in chassis production and represent all strengths each manufacture has to offer.	*
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Telematics can be added to any quote for any member since each manufacturer offers some form of telematics, if not we can quote it as a separate upfit item.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as 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.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Market Place Success and Financial Stability.zip - Sunday June 07, 2020 21:38:16
- [Marketing Plan/Samples](#) - NAFG Marketing Plan.zip - Monday June 08, 2020 16:51:00
- [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Certificates.zip - Monday June 08, 2020 13:38:53
- [Warranty Information](#) - Warranty Info for 11 Manufacturers.zip - Sunday June 07, 2020 19:30:07
- [Pricing](#) - NAFG Price File for RFP 060920.zip - Monday June 08, 2020 16:09:06
- [Additional Document](#) - ALL 11 MANUFACTURERS MODEL'S AND MEMBER WALK THROUGH'S.zip - Monday June 08, 2020 16:12:26

Proposer's Affidavit**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 Sourcwell 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 Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell 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 Sourcwell 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:
 - a. 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>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. 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. - Jesse Cooper, Fleet Manager, 72 Hour LLC, DBA Naional Auto Fleet Group

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
Addendum_11_Class_4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	--
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	--
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	--
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	--
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	--
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	--
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	--
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	--
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	--
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	--



Proposal Evaluation
Class 4-8 Chassis with Related Equipment, Accessories, and Services
 RFP # 060920

Possible Points		72 Hour, LLC	Adomani, Inc.	Amthor International	Autocar Truck, LLC	Boyer Ford Trucks, Inc.	BYD Motors, LLC	Certified Stainless Service, Inc.	Chas S Winner, Inc.	Crane Carrier Company	Daimler Trucks North America	Don Brown Bus Sales	Eco Vehicle Systems	Federal Contracts Corp.
Conformance to Terms/ Conditions to Include Documentation	50	44	36	33	42	41	42	43	33	41	40	35	37	40
Pricing	400	358	335	158	355	321	309	345	175	334	295	284	339	206
Financial, Industry and Marketplace Successes	75	68	54	55	62	57	62	63	51	61	62	57	54	60
Bidder's Ability to Self/ Service Contract Nationally	100	88	60	51	88	71	69	71	52	80	87	67	61	74
Bidder's Marketing Plan	50	46	36	41	42	41	40	45	24	41	39	40	38	40
Value Added Attributes	75	64	49	52	64	52	69	63	28	63	61	60	61	66
Warranty Coverages and Information	50	42	41	34	44	40	41	41	25	40	43	39	41	40
Selection and Variety of Products and Services Offered	200	187	140	93	150	165	140	169	115	161	156	126	155	109
Total Points	1,000	897	751	517	847	788	773	840	503	821	783	708	786	635
Rank Order		1.5	19	23	5	14	17	7	34	9	16	30	15	21

Possible Points		Hino Motors Sales USA	Industrial Power, LLC	Kenworth Truck Company	Lion Buses, Inc.	Los Angeles Truck Centers	Mack Trucks	Navistar	Peterbilt Motors Company	Phoenix Cars, LLC	Redhead Equipment	Structural Metal Fabricators	Volvo Trucks North America
Conformance to Terms/ Conditions to Include Documentation	50	39	41	44	42	42	44	45	45	40	31	30	31
Pricing	400	334	342	358	341	321	335	338	360	313	135	224	320
Financial, Industry and Marketplace Successes	75	56	54	67	59	62	67	69	69	57	47	50	65
Bidder's Ability to Self/ Service Contract Nationally	100	79	65	92	83	59	88	94	93	71	36	64	86
Bidder's Marketing Plan	50	33	38	43	39	41	40	43	45	40	19	28	43
Value Added Attributes	75	55	54	66	66	60	67	68	71	61	40	46	65
Warranty Coverages and Information	50	43	39	42	45	42	44	44	43	41	27	34	43
Selection and Variety of Products and Services Offered	200	165	167	170	151	169	161	174	171	139	91	110	139
Total Points	1,000	804	800	882	826	796	846	875	897	752	426	586	792
Rank Order		19	11	3	8	12	6	4	1.5	18	25	22	13

DocuSigned by:

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 Greg Grunig, Procurement Lead Analyst

DocuSigned by:

 6EE63AEDED5F46E...
 Carol Jackson, Procurement Analyst

DocuSigned by:

 7BCA93CD6B377421...
 Brandon Town, CPSM, CPSP, Procurement Analyst

DocuSigned by:

 7F41572C858B4BA...
 Craig West, Procurement Analyst



Proposal Opening Record

Date of opening: June 9, 2020

Sourcewell posted Request for Proposal #060920, for the procurement of Class 4-8 Chassis with Related Equipment, Accessories, and Services, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Thursday, March 17, 2020, and the solicitation remained in an open status within the portal until June 9, 2020, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on June 9, 2020, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #060920 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

72 HOUR, LLC - received 6/09/20 at 12:25:02 AM
ADOMANI, Inc. - received 6/09/20 at 2:00:41 PM
Amthor International - received 6/09/20 at 8:49:27 AM
Autocar Truck, LLC - received 6/03/20 at 12:06:51 PM
Boyer Ford Trucks, Inc. - received 6/09/20 at 4:11:47 PM
BYD Motors, LLC - received 6/09/20 at 2:13:51 PM
Certified Stainless Service, Inc. - received 6/09/20 at 4:03:24 PM
Chas S Winner, Inc. - received 6/09/20 at 12:35:25 PM
Crane Carrier Company - received 6/09/20 at 2:47:57 PM
Daimler Trucks North America - received 6/09/20 at 8:32:35 AM
Don Brown Bus Sales, Inc. - received 6/09/20 at 12:43:49 PM
Eco Vehicle Systems, LLC. - received 6/09/20 at 4:08:05 PM
Federal Contracts Corp. - received 6/08/20 at 8:40:30 PM
Hino Motors Sales U.S.A., Inc. - received 6/08/20 at 7:48:22 PM
Industrial Power, LLC - received 6/09/20 at 3:50:08 PM
Kenworth Truck Company, Division of PACCAR, Inc. - received 6/09/20 at 12:25:16 PM
Lion Buses, Inc. - received 6/09/20 at 2:46:29 PM
LOS ANGELES TRUCK CENTERS - received 6/09/20 at 11:24:39 AM
Mack Trucks - received 6/09/20 at 7:58:55 AM
Navistar, Inc. - received 6/09/20 at 2:41:32 PM
Peterbilt Motors Company - received 6/09/20 at 2:02:13 PM
Phoenix Cars, LLC - received 6/09/20 at 2:11:39 PM
Redhead Equipment - received 6/09/20 at 11:29:04 AM

Sourcewell

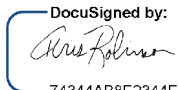
Page 2 of 2

Structural Metal Fabricators, Inc. - received 6/09/20 at 2:11:40 PM

Volvo Trucks North America, LLC - received 6/09/20 at 10:32:23 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on June 9, 2020, at 4:32:00 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

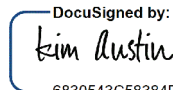
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Chris Robinson, CPSM, Procurement Manager

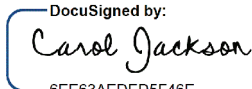
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Kim Austin, CPPB, Procurement Lead Analyst

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Carol Jackson, Procurement Analyst



RFP #060920
REQUEST FOR PROPOSALS
for
Class 4-8 Chassis with Related Equipment, Accessories, and Services

Proposal Due Date: June 9, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	April 16, 2020
Pre-proposal Conference:	May 19, 2020 10:00 a.m., Central Time
Question Submission Deadline:	June 2, 2020, 4:30 p.m., Central Time
Proposal Due Date:	June 9, 2020, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	June 9, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/member-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services, including, but not to be limited to:

- a. Chassis and cabs as classified by gross vehicle weight ratings (GVWR):

Class 4: 14,001-16,000 lbs

Class 5: 16,001-19,500 lbs

Class 6: 19,501-26,000 lbs

Class 7: 26,001-33,000 lbs

Class 8: 33,001+ lbs

- b. A wide range of Class 4-8 chassis types and classifications, including conventional internal combustion, natural gas or propane autogas, hybrid or alternative fuel, and electric powered Class 4-8 Chassis.
 - c. Proposers may include Class 3 chassis provided that they are complementary to Proposer's offering of Class 4-8 chassis.
 - d. Proposers may include related equipment, accessories, and services to the extent that the solutions are an incidental portion of the response.
2. The primary focus of this solicitation is on Class 4-8 Chassis with Related Equipment, Accessories, and Services. This solicitation should NOT be construed to include:
- a. Transit buses.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
- a. School Buses with Related Supplies, Parts and Services (RFP #102115); and
 - b. Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services (RFP #120716).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$150 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities’ use.
 - A Proposer’s sales and service network to assure availability of product supply and coverage to meet Participating Entities’ anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell’s knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;

- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



4/17/2020

Addendum No. 1

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Do you have a list of specifications for both the vehicles and equipment needed?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products, or services for this solicitation.

Question 2:

How are delivery charges handled at the time of order? Is there a list of potential destinations?

Answer 2:

It is left to the discretion of each proposer to propose a method for delivery charges that fits with their business practices. Proposals are evaluated based on the criteria stated in the RFP.

Sourcewell participating entities include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

Question 3:

How do I join the Pre-proposal conference on May 19, 2020?

Answer 3:

Refer to Section V. A. of the RFP for additional detail on the pre-proposal conference. All entities that have registered for this solicitation opportunity in the Sourcewell Procurement Portal will receive log-in instructions via email two business days prior to the webcast.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/16/2020, is required at the time of proposal submittal.



4/22/2020

Addendum No. 2

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will this bid be awarded by Class and Fuel type within that class? For example, separate awardees for Class 4 Gasoline, Class 4 Electric, Class 4 CNG, Class 4 Propane, Class 4 Diesel?

Answer 1:

Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities " (see, RFP Section II. B.). A Proposer should submit their complete line of equipment, products, or services that are applicable to the scope. Depending on the responses received, Sourcewell may need to organize responses into subcategories, and awards may be based on a subcategory (see, RFP Section II. G. 1 & 3). However, Sourcewell typically does not find it necessary to award by subcategory.

Question 2:

Will it now be mandatory for a Saskatchewan Rural Municipality to use this system to purchase class 4 - 8 trucks?

Answer 2:

- Refer to RFP Section I. B., ... "Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources."

Question 3:

Are the references that are to be submitted, required to be an existing participating entity of Sourcewell?

Answer 3:

It is left to the discretion of each proposer to determine how to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Table 4 – References/Testimonials, Line Item 21, seeks information from “three customers who are eligible to be Sourcewell participating entities.”

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/22/2020, is required at the time of proposal submittal.



4/29/2020

Addendum No. 3

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In demonstrating Financial Strength as part of Question 9, will the supporting documents provided, end up in the public domain or is this just for Sourcewell internal use only?

Answer 1:

RFP Section VI., E., Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/29/2020, is required at the time of proposal submittal.



5/4/2020

Addendum No. 4

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Would we be allowed to just bid the equipment we manufacture as we do not manufacture chassis?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). A proposal that is not in substantial compliance with the requirements of the RFP will be considered nonresponsive.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/4/2020, is required at the time of proposal submittal.



5/12/2020

Addendum No. 5

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How will the Administrative Fees for the resulting contracts from this RFP be determined? At what percentage rate or what flat fee can we expect to be charged?

Answer 1:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/12/2020, is required at the time of proposal submittal.



5/13/2020

Addendum No. 6

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is Sourcewell responsible for the registration of vehicles, or for the determination and collection of State/Provincial or Federal taxes due, on participating entity purchases under the contract (or contracts) awarded as a result of the RFP?

Answer 1:

No, Sourcewell is not involved in vehicle registration, or tax determination or collection, for participating entity transactions under the awarded contracts. A Proposer is to identify any transaction costs or fees that are not included in equipment pricing as described in RFP Section III. A. – Pricing and in template Contract Section 3. A. – Pricing. To the extent that a participating entity may be exempt from taxes or fees, the participating entity is responsible for providing a tax exemption certificate as described in template Contract Section 3. B. – Sales Tax.

Question 2:

Is Sourcewell financially responsible for participating entity purchases under the contract (or contracts) awarded as a result of the RFP?

Answer 2:

Participating entities are solely responsible for payment. See template Contract Section 6. A. – Participating Entity Use and Purchasing.

Question 3:

Does Sourcewell bear the risk of loss in the event that a vehicle is damaged or stolen, or a transaction is terminated, before title passes to the participating entity?

Answer 3:

No. Transactions under the contract are between the participating entity and the awarded vendor. Sourcewell has no liability for a participating entity's transaction or payment, and bears no risk of loss in the events described.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/13/2020, is required at the time of proposal submittal.



5/18/2020

Addendum No. 7

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What will be the effective dates (start and ending) for pricing submitted with the bid?
Will that time frame be consistent for the 3 remaining annual periods?

Answer 1:

Refer to Section 3. - Pricing and Section 4. – Product and Pricing Change Requests, in the Sourcewell template Contract (available on the Sourcewell Procurement Portal), for guidance on pricing during the term of awarded contracts.

Question 2:

To what extent will Sourcewell make public the pricing files (IE: data books) supplied by bidders?

Answer 2:

Refer to RFP Section VI. E. - Disposition of Proposals for guidance on pricing material submitted in response to the RFP and applicable public data laws.

Question 3:

Can respondents to the solicitation expect that references provided to Sourcewell will not become public?

Answer 3:

Refer to RFP Section VI. E. - Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable public data laws.

Question 4:

For a Proposer that is a dealer representing multiple OEM brands, some of which will be submitting a response and some of which will not be submitting a response to the Sourcewell RFP, do we leave out our OEM's who are responding from our proposed solution?

Answer 4:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the equipment, products, and services that the proposer will include. The solicitation is a competitive process and proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/18/2020, is required at the time of proposal submittal.



5/21/2020

Addendum No. 8

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What is expected in the Marketing Plan requirement? Is the marketing plan to be reviewed by the agency?

Answer 1:

Refer to RFP Section II. F. – Marketing Plan for guidance on the marketing plan requirements. Each proposer, in its discretion, will determine the content of its marketing plan. The solicitation is a competitive process and proposals will be evaluated on the content submitted.

Question 2:

Will the Marketing Plan be given to participating entities? Or is this just for Sourcewell?

Answer 2:

Refer to RFP Section VI. E. – Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable data laws.

Question 3:

Will the agency/customer be willing to sign an NDA in order for a vendor to share technical specification details?

Answer 3:

Refer to RFP Section VI. E. – Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable data laws.

Question 4:

Will the agency accept redlines on the contract during the procurement process?

Answer 4:

Refer to RFP Section IV. - Contract for guidance on the process for requesting a modification to the template contract terms, conditions, or specifications.

Question 5:

Is the administrative fee set or is this fee negotiable prior to the award or when awarded?

Answer 5:

Refer to Addendum 5, Answer 1, posted to the Sourcewell Procurement Portal on May 12, 2020.

Question 6:

What marketing support does Sourcewell provide to an awarded vendor after a contract is issued?

Answer 6:

Refer to the "Sourcewell Vendor Resources" link provided on the Sourcewell Procurement Portal "Bids Homepage."

Question 7:

Are all cutaway passenger buses considered a transit bus, regardless of size, for this solicitation?

Answer 7:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. (Requested Equipment, Products and Services). A proposal that is not in substantial compliance with the requirements of the RFP will be considered nonresponsive.

Question 8:

Will purchase orders originate from Sourcewell or the participating entity?

Answer 8:

Refer to RFP Section I. B. – Use of Resulting Contracts, for additional guidance on the order process.

Question 9:

Do we need to register with the Secretary of State for a certificate to transact business in the State of MN?

Answer 9:

Each proposer, in its discretion, will determine the documentation necessary to best demonstrate its ability to serve Sourcewell participating entities and fulfill the requirements set forth in the RFP. A Certificate of the Minnesota Secretary of State is not a mandatory submittal requirement for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/21/2020, is required at the time of proposal submittal.



5/26/2020

Addendum No. 9

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Federal and State incentives typically apply when quoting electric-powered truck chassis. Should we quote prices before incentives with a note that we will apply any applicable incentives? If not, how do you suggest we handle this issue?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, each proposer, in its discretion, will determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/26/2020, is required at the time of proposal submittal.



5/27/2020

Addendum No. 10

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can Sourcewell Participating Entities include US or Canadian Federal entities?

Answer 1:

Refer to RFP Section I. B. Use of Resulting Contracts for information on Sourcewell Participating Entities.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/27/2020, is required at the time of proposal submittal.



6/3/2020

Addendum No. 11

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can we attach videos & power points, if so, how do we accomplish this? What size videos or product literature is permitted on each attachment?

Answer 1:

All relevant information should be included in the proposal (RFP Section II., G.). It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal. The maximum upload size is 500 MB per upload, however, items may be combined in a zipped file format should they exceed the 500MB limit.

Question 2:

Is there a way to download our Table responses to a hard copy for proof reading?

Answer 2:

After selecting "Start Submission," a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF," if a downloadable PDF of the questionnaire tables is desired.

Question 3:

Table 8 Value Added Attributes - 40. Please define what a hub partner constitutes?

Answer 3:

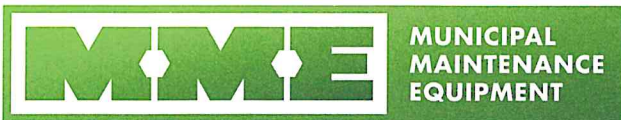
A hub partner is identified as a historically underutilized business partner. Examples of historically underutilized businesses are listed in Table 8, Question 40.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 6/3/2020, is required at the time of proposal submittal.

**EXHIBIT B
INSURANCE REQUIREMENTS
(NOT APPLICABLE)**

EXHIBIT C



CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

EXHIBIT 3

February 9, 2021

City of Stockton
7400 W. West Lane
Stockton, CA 95210

Tel: 209-937-7031
rudy.quinones@stocktonca.gov

Attention: Rudy Quinones, Water Assistant Supervisor

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell program Contract No. 081716-NAF for one (1) PipeHunter VacHunter factory mounted to a new 2021 Ford F-750 truck chassis for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price PipeHunter Body	\$ 97,112.50
	Sourcewell Price NAFG Ford F-750 Chassis	\$ 64,973.36
	9.0% Estimated Sales Tax	14,587.72
	CA Tire Fee	10.50
	Total Price F.O.B. Stockton, CA	\$176,684.08

- National Auto Fleet Group is the Sourcewell contract holder and all purchasing documents are to go directly to them. **The City's Purchase Order to be prepared and sent directly to National Auto Fleet Group:** Contact: Ben Rodriguez (855) 289-6572 Fax: (831) 480-8497 Email: HD@NationalAutoFleetGroup.com
- Municipal Maintenance Equipment, Inc. will provide on-site training, warranty support, and future service for the PipeHunter products.
- Pricing includes delivery and on-site training.
- Normal Delivery 120-150 days A.R.O., depending on truck chassis availability.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: per Sourcewell Program.
- Quotation valid for 30 days

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler,
General Manager

Enclosures



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

1/4/2021

Quote ID# HD - 1355BR (R1)

Mr. Rudy Quinones

City of Stockton
7400 W. West Lane
Stockton, CA 95210

Dear Rudy Quinones,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. One (1) New/Unused (2022 Ford F-750 Diesel (F7D) Regular Cab Base 120" CA with VacHunter 63310PH4C) and delivered to your specified location, each for:

	MSRP	Contract Price	Discount	Savings
Chassis and Options:	\$75,325.00	\$ 64,973.36	13.00%	\$ 10,351.64
Pipe Hunter Quote		\$ 97,112.50		
Tax (9.00%)		\$14,587.72		
CA Tire Fee		\$ 10.50		
Total		\$176,684.08		

This vehicle(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

HD@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497

