



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	Sourcewell
2. Contractor:	Municipal Maintenance Equipment
3. Cooperative Agency Agreement Name and Agreement Number:	Sourcewell, Fleet Utility Vehicles, #122220-WWI
4. Cooperative Agency Initial Agreement Term:	Start Date: 01/29/2021 End Date: 01/29/2025
5. Cooperative Agency's Agreement-Options to extend:	Agreement may be extended for a fifth year.
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: upon execution End Date: 01/29/2025
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to exceed \$128,309.76

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 #122220-WWI ("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 the execution date through 01/29/2025 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 not to 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 "Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, 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 \$128,309.76 for the purchase of two Go4 parking enforcement carts. 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

CONTRACTOR NAME

Harry Black, City Manager

By: _____
Signature

Print name

ATTEST:

Title: _____

Eliza Garza CMC, City Clerk

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

APPROVED AS TO FORM:

John Luebberke, City Attorney

By: _____
Signature

Print name

Title: _____

EXHIBIT A

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2020-24

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.

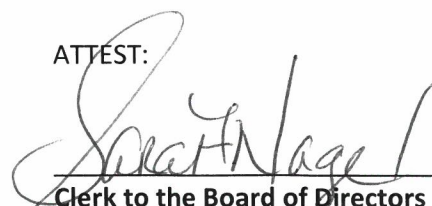
NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

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

and the following voted against: NONE.

whereupon said resolution was declared duly passed and adopted.

ATTEST:


Clerk to the Board of Directors

APPENDIX A

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

Requesting Board permission to Re-Solicit the following categories:

Utility, Transportation, Golf and Recreation Vehicles, with Related Accessories, Equipment, and Services

NEW CONTRACTS

Altec Industries	062320-ALT	"Equipment Rental with Related Services"
Caterpillar, Inc.	062320-CAT	"Equipment Rental with Related Services"
Sunbelt Rentals	062320-SNB	"Equipment Rental with Related Services"
United Rentals	062320-URI	"Equipment Rental with Related Services"
Blue Bird Body Company	063020-BBB	"School Buses with Related Accessories, Supplies, Parts and Services"
IC Bus LLC	063020-ICB	"School Buses with Related Accessories, Supplies, Parts and Services"
The Lion Electric Company	063020-LON	"School Buses with Related Accessories, Supplies, Parts and Services"
Thomas Built Buses	063020-TBB	"School Buses with Related Accessories, Supplies, Parts and Services"
Schindler Elevator Corp.	080420-SCH	"Elevators, Escalators, and Moving Walks with Related Equipment, Services and Supplies"
thyssenkrupp Elevator	080420-TKE	"Elevators, Escalators, and Moving Walks with Related Equipment, Services and Supplies"

5th YEAR RENEWALS (CONTRACT EXTENSIONS)

NEW ezIQc CONTRACTS

Company Name	Contract Number	Type of Work and Region

ezIQc RENEWALS

LDCo., Inc.	CA09-SDI-GB04-080719-LDC	
Harry H. Joh Construction, Inc.	CA08-SCI-P02-080719-HJC	
PUB Construction, Inc.	CA09-SDI-P01-080919-PUB	
PUB Construction, Inc.	CA08-SCI-F01-080719-PUB	
RenewAge Construction	CA08-SCI-GB08-080719-RAE	
Harry H. Joh Construction, Inc.	CA08-SCI-GB04-080719-HJC	
Angeles Contractor, Inc.	CA09-SDI-F03-080719-ACI	
Harry H. Joh Construction, Inc.	CA09-SDI-GB05-080719-HJC	
PUB Construction, Inc.	CA09-SDI-GB01-080719-PUB	
Angeles Contractor, Inc.	CA09-SDI-GB06-080719-ACI	
PUB Construction, Inc.	CA08-SCI-P01-080719-PUB	
Horizons Construction Co. Int'l, Inc.	CA08-SCI-GEP01-080719-HCC	
Angeles Contractor, Inc.	CA08-SCI-GB05-080719-ACI	
Facility Solutions Group	CA08-SCI-E01-080719-FSG	
J & H Engineering General Contracts, Inc.	CA08-SCI-GEP03-080719-JHE	
gkkworks Construction Services	CA08-SCI-GB06-080719-GKK	
Harry H. Joh Construction, Inc.	CA08-SCI-E02-080719-HJC	
US National Corp dba Jimenez Painting Co.	CA09-SDI-P03-080719-USN	
All Source Coatings, Inc.	CA09-SDI-GB03-080719-ASC	
Angeles Contractor, Inc.	CA08-SCI-F02-080719-ACI	
Horizons Construction Co. Int'l, Inc.	CA08-SCI-GB03-080719-HCC	
Ausonio, Inc.	CA04-NCC-GB05-080719-AUS	
All Source Coatings, Inc.	CA09-SDI-P02-080719-ASC	
PRIDE Industries One, Inc.	CA04-NCC-GEP01-080719-PIO	

PRIDE Industries One, Inc.	CA08-SCI-GB10-080719-PIO	
Sol Construction	CA08-SCI-GEP02-080719-SOL	
Horizons Construction Co. Int'l, Inc.	CA08-SCI-DA01-080719-HCC	
G Team Landscape Construction, Inc.	CA08-SCI-L01-080719-GTL	
PUB Construction, Inc.	CA09-SDI-F01-080919-PUB	
All Source Tile, Inc.	CA09-SDI-F02-080719-AST	
Sylvester Roofing Co., Inc.	CA09-SDI-R01-080719-SRC	
Vincor Construction, Inc.	CA09-SDI-GB02-080719-VCI	
PRIDE Industries One, Inc.	CA04-NCC-E02-080719-PIO	
Aztec Consultants	CA04-NCC-GB04-080719-AZC	
Rite-Way Roof Corporation	CA08-SCI-R01-080719-RWR	
PRIDE Industries One, Inc.	CA03-NCV-M01-080719-PIO	
ACCO Engineered Systems, Inc.	CA03-NCV-M02-080719-AES	
Mark Scott Construction	CA04-NCC-GB02-080719-MSC	
Vincor Construction, Inc.	CA08-SCI-GB02-080719-VCI	
PRIDE Industries One, Inc.	CA03-NCV-GEP01-080719-PIO	
PRIDE Industries One, Inc.	CA03-NCV-GB03-080719-PIO	
PUB Construction, Inc.	CA08-SCI-GB01-080719-PUB	
Staples Construction Company	CA03-NCV-GB04-080719-STA	
American Chiller Service, Inc.	CA03-NCV-M03-080719-ACH	
PRIDE Industries One, Inc.	CA03-NCV-E01-080719-PIO	
PRIDE Industries One, Inc.	CA04-NCC-GB03-080719-PIO	
Vincor Construction, Inc.	CA08-SCI-GB02-080719-VCI	
PRIDE Industries One, Inc.	CA03-NCV-GEP01-080719-PIO	

**SOURCEWELL
STATE OF MINNESOTA**



Member Greg Zylka moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2021-06

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 Scott Veronen and the following voted in favor: (list names here) Mike Wilson, Greg Zylka, Scott Veronen, Sara Nagel, Ryan Thomas, Sharon Thiel, Linda Arts, Chris Kircher

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:


Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - February 2021
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Club Car, LLC	122220-CCR	"Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services"
Cruise Car, Inc.	122220-CCI	"Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services"
E-Z Go a Division of Textron, Inc.	122220-JCS	"Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services"
Kubota Tractor Corporation	122220-KBA	"Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services"
Polaris Sales, Inc.	122220-PSI	"Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services"
Westward Industries, Ltd.	122220-WWI	"Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services"
Greenfields Outdoor Fitness, Inc.	010721-GRN	"Outdoor Fitness Equipment with Related Accessories and Services"
Landscape Structures, Inc.	010721-LSI	"Outdoor Fitness Equipment with Related Accessories and Services"
Outdoor-Fit Exercise Systems, Inc.	010721-ODR	"Outdoor Fitness Equipment with Related Accessories and Services"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Bentley Mills, Inc.	121715-BPS	"Flooring with Related Equipment, Products, Supplies, Installation and Services"
Interface Americas, Inc.	121715-IFA	"Flooring with Related Equipment, Products, Supplies, Installation and Services"
Mannington Commercial	121715-MMI	"Flooring with Related Equipment, Products, Supplies, Installation and Services"
Masland Contract	121715-MAS	"Flooring with Related Equipment, Products, Supplies, Installation and Services"
Mohawk Carpet Distribution, Inc.	121715-MCD	"Flooring with Related Equipment, Products, Supplies, Installation and Services"
Shaw Industries, Inc.	121715-SII	"Flooring with Related Equipment, Products, Supplies, Installation and Services"
Tarkett USA, Inc.	121715-TFU	"Flooring with Related Equipment, Products, Supplies, Installation and Services"
McKesson Medical Government Solutions	061417-MML	"Health & Safety, Medical, Surgical, and First Aid Related Equipment, Supplies, Accessories and Services"

NEW eziQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work

eziQC RENEWALS

Company Name	Contract Number	
Gryphon Construction, Inc.	NYC01-GC-012920-GCI	
Polaris Electrical Construction Corp.	NYC01-E-012920-PEC	
Pro Con Group, Inc.	NYC02-GC-012920-PCG	
Wade Electric, Inc.	NYC02-E-012920-WEI	
Polaris Electrical Construction Corp.	LI01-E-012920-PEC	
Volmar Construction, Inc.	LI01-GC-012920-VOL	

ezIQC CONTRACT EXTENSIONS		
Company Name	Contract Number	
Whalen Electric, LLC	OHGCDAEOMB-013018-WHE	
The Lusk Group	OHGCDAGCOMA-013018-LUS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OHGCDAGCOMB-013018-FHP	
The Lusk Group	OHGCDAEOMA-013018-LUS	
The Lusk Group	OHGCDAHVOMA-013018-LUS	
The Lusk Group	OHGCDAROMA-013018-LUS	
The Lusk Group	OHGCDACOMA-013018-LUS	
Perkins / Carmack Construction, LLC	OHGCDAGCOMC-013018-PCC	
Perkins / Carmack Construction, LLC	OHGCDACOMB-013018-PCC	
Custom Controls Group	OHGCDAGCOMD-013018-CCG	
Custom Controls Group	OHGCDAROMB-013018-CCG	
Custom Controls Group	OHGCDAHVOMB-013018-CCG	
Westside Paving & Excavating, Inc.	OHGCDAAPOMA-013018-WPE	
Westside Paving & Excavating, Inc.	OHGCDAWUIOMA-013018-WPE	
Universal Contracting Corporation	OHGCDAGCOME-013018-UCC	
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	
Centennial Contractors Enterprises, Inc.	MD02GC01-031417-CCE	
I.B. Abel, Inc.	MD02EL01-031417-IBA	
The Matthews Group	MD03GC01-031417-TMG	
Centennial Contractors Enterprises, Inc.	MD03GC02-031417-CCE	
Paige Industrial Services, Inc.	MD03GC03-031417-PAI	
Adrian L. Merton, Inc.	MD03ME01-031417-ALM	
Paige Industrial Services, Inc.	MD03EL01-031417-PAI	
Centennial Contractors Enterprises, Inc.	MD05GC02-031417-CCE	
Paige Industrial Services, Inc.	MD05GC03-031417-PAI	
Vigil Contracting, Inc.	MD05ME02-031417-VGL	
Paige Industrial Services, Inc.	MD05EL01-031417-PAI	
Vigil Contracting, Inc.	MD05EL02-031417-VGL	
Paige Industrial Services, Inc.	MD06GC01-031417-PAI	
Paige Industrial Services, Inc.	MD06EL01-031417-PAI	
HITT Contracting, Inc.	MD05GC01-031417-HCI	
Adrian L. Merton, Inc.	MD05ME01-031417-ALM	

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	122220
Solicitation Name	Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services		Procurement Type Goods , Services
Country & Province/State	Canada / Ontario		Published By Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	122220 Utility, Transport, Golf, and Recreation Vehicles
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Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$160,000,000.00
Publish Date	11/03/2020	Closing Date & Time	12/22/2020 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Automotive/ Industrial

Recreational Vehicles and Services	ATV's, snowmobiles, RV's (motor homes, trailers) boats, jet-skis, boat motors, skidoos, motorcycles, bikes, rescue boats, mobile office trailers, rafts etc
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Solicitation Overview



Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services

122220

Closing Date: 12/22/2020 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, 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 December 22, 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

AFFIDAVIT OF PUBLICATION

DJC



11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(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

**Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services
Sourcewell; Bid Location Staples, MN, Todd County; Due 12/22/2020 at 04:30 AM**

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:

11/4/2020

State of Oregon
County of Multnomah

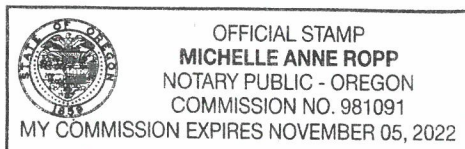
SIGNED OR ATTESTED BEFORE ME
ON THE **4th** DAY OF **November, 2020**

Nick Bjork

Nick Bjork

Michelle A. Ropp

Notary Public-State of Oregon



SOURCEWELL
UTILITY, TRANSPORT, GOLF, AND
RECREATION VEHICLES WITH
RELATED ACCESSORIES,
EQUIPMENT, AND SERVICES
Proposals Due 4:30 pm,
December 22, 2020
REQUEST FOR PROPOSALS
Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, 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 December 22, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published Nov. 4, 2020. 11932442

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

Order No.: 11932442
Client Reference No:

Notice

Basic Information

Estimated Contract Value (CAD)	\$160,000,000.00 (Not shown to suppliers)
Reference Number	0000186211
Issuing Organization	Sourcewell
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	122220
Title	Utility, Transport, Golf, & Recreation Vehicles with Related Accessories, Equipm
Source ID	PP.CO.USA.868485.C88455

Details

Location	All of Canada, All of Canada
Purchase Type	Term: 2021/02/15 01:00:00 AM EST - 2024/02/14 01:00:00 AM EST
Description	Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, 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 December 22, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication	2020/11/03 08:21:39 AM EST
Question Acceptance Deadline	2020/12/15 05:30:00 PM EST
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2020/12/22 05:30:00 PM EST

Prebid Conference 2020/12/01 11:00:00 AM EST

Contact Information

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

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended
Event date	2020/12/01 11:00:00 AM EST
Location	Webinar
Event Note	Login instructions will be emailed two business days prior to the event.

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

Categories

Selected Categories

GSIN Categories (3)	
G	Goods Goods
N23	Ground Effect Vehicles, Motor Vehicles, Trailers, And Cycles Ground Effect Vehicles, Motor Vehicles, Trailers, And Cycles
N2350EA	SNOWMOBILE SNOWMOBILE
N2350E	TRACKED VEHICLES (SNOWMOBILE) TRACKED VEHICLES (SNOWMOBILE)
N2320GP	VEHICLES, ALL TERRAIN, ATV, WHEELED (EXCEPT MILITARY CONFIGURATION) VEHICLES, ALL TERRAIN, ATV, WHEELED (EXCEPT MILITARY CONFIGURATION)
MERX Category (1)	
G	Goods Goods
G28	Special Purpose Vehicles Special Purpose Vehicles
UNSPSC Category (1)	
25000000	Commercial and Military and Private Vehicles and their Accessories and Components
25110000	Marine transport
25111800	Recreational watercraft



The New York State Contract Reporter

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

Contracting Opportunity

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

Title: Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services

Agency: Sourcewell

Division: Procurement Department

Contract Number: 122220

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 11/04/2020

Due Date/Time: 12/22/2020 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 Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, 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 [\[https://portal.sourcewell-mn.gov\]](https://portal.sourcewell-mn.gov). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 22, 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
James Voelker
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4191
james.voelker@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
James Voelker
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4191
james.voelker@sourcewell-mn.gov



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Bid RFP #122220 - Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services

Bid Type **RFP**

Bid Number **122220**

Title **Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services**

Expected Start Date **Nov 3, 2020 12:00:00 AM CST**

Expected End Date **Dec 22, 2020 4:30:00 PM CST**

Agency **Sourcewell**

Bid Contact **Chris Robinson**
(218) 895-4168
rfp@sourcewell-mn.gov
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

Questions

0 Questions
0 Unanswered
[\[View Questions\]](#)

Edit Bid

[\[Edit\]](#)

Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, 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 December 22, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date **Dec 1, 2020 10:00:00 AM CST**

Location **Online Conference**

Notes **Login information will be emailed two business days prior to the event.**

Documents

No Documents for this bid



Opportunity Notice

Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services

Category: Goods

This opportunity is now
closed.

[View Bid Package](#)



[View Interested Vendors \(Bidders\)](#)

Opportunity Information

Organization: Rural Municipalities of Alberta (RMA)
Organization Address: www.rmalberta.com
Reference Number: AB-2020-06275
Solicitation Number: AB-2020-06275
Solicitation Type: Request for Proposal
Posting (MM/dd/yyyy): 11/03/2020
01:15:00 PM Alberta Time
Closing (MM/dd/yyyy): 12/22/2020
03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy): 11/03/2020
01:11:41 PM Alberta Time
Agreement Type: NWPTA/TILMA & CFTA & CETA
Region of Opportunity: Open
Region of Delivery: Alberta
Opportunity Type: Open & Competitive
Commodity Codes:
N1940L: Boats, Jet Propelled, Small
N2305: Ground Effect Vehicles
N1940E: Boats - Life Saving
N2340001: Motorcycles and Motor Scooters
N2340: Motorcycles, Motor Scooters and Bicycles
N2350EA: Snowmobile
N2350E: Tracked Vehicles (Snowmobile)
N2320GP: Vehicles, All Terrain, ATV, Wheeled (Except Military Configuration)

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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4770 S. 5600 W.
WEST VALLEY CITY, UTAH 84118
FED.TAX I.D.# 87-0217663
801-204-6910

Deseret News



EXHIBIT 1

The Salt Lake Tribune

EXHIBIT A

PROOF OF PUBLICATION CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS		ACCOUNT NUMBER	
SOURCEWELL, Accounting Dept PO BOX 219		9001496962	
STAPLES MN 56479		DATE	
		11/6/2020	
ACCOUNT NAME			
SOURCEWELL,			
TELEPHONE		ORDER # / INVOICE NUMBER	
2188945483		0001302968 /	
PUBLICATION SCHEDULE			
START 11/03/2020 END 11/03/2020			
CUSTOMER REFERENCE NUMBER			
Sourcewell RFP for Advertisement (Utility, Transport, Golf,			
CAPTION			
REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency			
SIZE			
37 LINES 1 COLUMN(S)			
TIMES		TOTAL COST	
3		85.29	

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, 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 December 22, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

1302968

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 Utility, Transport, Golf, a** 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 11/03/2020 End 11/03/2020

DATE 11/6/2020

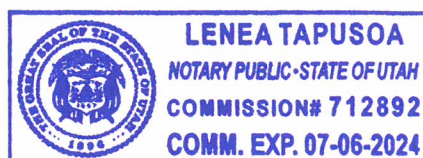
SIGNATURE 


STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 6TH DAY OF NOVEMBER IN THE YEAR 2020

BY LORAIN GUDMUNDSON.




NOTARY PUBLIC SIGNATURE

View Details

[Bids Homepage](#) [Find more bids](#) [Create Account](#) [Login](#)
Click [here](#) to return to the Sourcewell Procurement Portal home page.

Bid Details	
Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 122220
Bid Name:	Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services
Bid Status:	Open
Bid Closing Date:	Tue Dec 22, 2020 4:30:00 PM (CST)
Question Deadline:	Tue Dec 15, 2020 4:30:00 PM (CST)
Time-frame for delivery or the duration of the contract:	Four years, with possible extension as stated in the bid documents
Negotiation Type:	Refer to project document
Condition for Participation:	Refer to project 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 Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, 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 December 22, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
Bid Document Access:	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.
Categories:	Show Categories [+]

[Submit a Question](#)
[Register for this Bid](#)
[Download Bid Documents](#)

Meeting Locations

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

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be provided to registered plan takers by email two business days prior to the web conference.	Tuesday December 1, 2020 10:00 AM to 11:00 AM (CST)	No	

Documents		
File Name	Pages	
RFP_122220_Utility_Transport_Golf_Recreation_Vehicles Thursday October 29, 2020 11:26 AM	12	Download
RFP_122220_Utility_Transport_Golf_Recreation_Vehicles_Contract_Template Thursday October 29, 2020 11:26 AM	17	Download

Addenda		
File Name	Pages	
Addendum 1_Utility_Transport_Golf_Recreation_122220 Wednesday November 4, 2020 04:33 PM	2	Download

OPEN

Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, 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 December 22, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
December 1, 2020 at 10:00 am CST

Proposals Due:
December 22, 2020 at 4:30 pm CST

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](#) 

THE STATE MEDIA CO., INC.

Columbia, South Carolina publisher of



AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0004797072	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local gc

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 Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, 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 December 22, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

4797072

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 Insertion(s)

Published On:

November 03, 2020

Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 12th day of November in the year of 2020

Amy L. Robbins
Notary Public for South Carolina
My Commission Expires:
November 27, 2022

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Key games on deck in sorting out playoff field

Paul Myerberg
USA TODAY

It's taken Ohio State just two weeks to turn the race for the Big Ten championship into a mere formality.

The Buckeyes have put together easy wins against Nebraska (52-17) and Penn State (38-25) as quarterback Justin Fields has surged into prime Heisman Trophy contention.

Even the 13-point edge over the Nittany Lions, if impressive on its own, doesn't do justice to the Buckeyes' dominance of a projected Big Ten championship contender.

Combined with what's happened elsewhere in the conference – namely Michigan's stunning loss to rival Michigan State – this high level of play has Ohio State on a clear track for the College Football Playoff.

Typically released in early November, the debut playoff rankings were scheduled for Nov. 17 but then moved to Nov. 24 to accommodate this unique regular season. With the Pac-12 not beginning play until this coming weekend, the one-week delay was suggested by Pac-12 Commissioner Larry Scott.

The Pac-12 might factor into the post-season debate. Oregon in particular has the talent and depth to go unbeaten in conference play, though it's impossible to predict how the committee will perceive and compare teams with varying numbers of games played – in fact, that might end up being the defining issue of the championship race.

But the playoff race has started to take focus. Unsurprisingly, three national powers have already staked a spot in the field. Here's how the top four would look today, followed by the four teams just on the outside:

1. Alabama: Want one example of Alabama's Southeastern Conference supremacy? Senior DeVonta Smith has more receiving yards (203) than Mississippi State had total yards (200) in the Crimson Tide's 41-0 shutout.

2. Clemson: D.J. Uiagalelei isn't the

only five-star freshman making a difference for the Tigers. Defensive linemen Myles Murphy and Bryan Breese have combined for 46 tackles, 11 tackles for loss, 6 ½ sacks and 10 quarterback pressures.

3. Ohio State: Fields has six touchdowns and seven incompletions. Two of those incomplete throws were drops in the end zone by Ohio State receivers.

4. Notre Dame: With surprisingly little attention, the Fighting Irish own the nation's longest active winning streak at 12 games.

5. Georgia: Coach Kirby Smart will again be forced to answer questions about his choice at quarterback after Stetson Bennett threw two interceptions in a sloppy 14-3 win against Kentucky. At the least the Georgia defense is playing at a championship level.

6. Cincinnati: And speaking of good defenses, the Bearcats rank fourth nationally in yards allowed per play (4.22) even after facing two teams (SMU and Memphis) ranked in the top 11 nationally in total offense.

7. Texas A&M: Sophomore running back Isaiah Spiller ranks third in the SEC in yards per game (102.4) and leads the conference in yards per carry (6.02).

8. Florida: After making 16 interceptions a season ago, Florida has allowed eight touchdowns against one pick in 156 attempts. The Gators are also allowing opponents to complete 66% of their attempts, which ranks 82nd in the Bowl Subdivision.

Two games this Saturday will have a tremendous impact. Clemson goes to Notre Dame in what might be the first of two meetings this season between the two programs, should the loser reach the Atlantic Coast Conference championship game. The loser will remain a contender for the top four.

It's a different scenario in the SEC East, as Georgia and Florida meet in Jacksonville with win-or-go-home stakes.

FOR THE RECORD

All times ET

SOCCER

MLS

EASTERN CONFERENCE

	W	L	T	Pts	GF	GA
x-Philadelphia	13	4	5	44	42	20
x-Toronto FC	13	4	5	44	32	24
x-Columbus	11	5	5	38	33	18
x-Orlando City	10	3	8	38	36	21
x-N.Y. City FC	11	8	3	36	33	22
x-New England	8	6	8	32	26	23
x-New York	8	9	5	29	27	30
x-Nashville	7	6	8	29	21	19
Montreal	7	13	2	23	30	41
Atlanta	6	12	4	22	22	28
Chicago	5	9	7	22	28	33
Inter Miami CF	6	13	3	21	23	34
D.C. United	5	11	6	21	23	38
Cincinnati	4	14	4	16	11	34

WESTERN CONFERENCE

	W	L	T	Pts	GF	GA
x-Portland	11	5	5	38	45	33
x-Sporting KC	11	6	3	36	36	25
x-Seattle	10	5	5	35	39	21
x-Los Angeles FC	9	7	4	31	44	35
x-FC Dallas	8	5	7	31	27	21
x-Minnesota	8	5	6	30	31	24
San Jose	7	8	6	27	31	45
Vancouver	8	14	0	24	24	44
Colorado	6	6	4	22	29	27
Real Salt Lake	5	9	7	22	25	33
LA Galaxy	6	11	3	21	26	42
Houston	4	9	9	21	29	38

NOTE: For the 2020 season, MLS will determine standings using points per game.
NOTE: Three points for victory, one point for tie.

Sunday's Games

Columbus 2, Philadelphia 1
Atlanta 2, Cincinnati 0
New York City FC 5, New York 2
Orlando City 1, Montreal 0
New England 4, D.C. United 3
Toronto FC 2, Miami 1
Colorado 3, Seattle 1
Portland 1, Vancouver 0
LA Galaxy 2, Real Salt Lake 1
Minnesota at Sporting Kansas City, ppd.
Los Angeles FC at San Jose, ppd.

Wednesday's Games

Columbus at Orlando City, 7:30 p.m.
Chicago at Minnesota, 8 p.m.
FC Dallas at Nashville, 8:30 p.m.
Colorado at Portland, 10 p.m.
Seattle at LA Galaxy, 11 p.m.

English Premier League

	GP	W	D	L	GF	GA	Pts
Liverpool	7	5	1	1	17	15	16
Leicester	7	5	0	2	17	9	15
Tottenham	7	4	2	1	18	9	14
Everton	7	4	1	2	15	11	13
Southampton	7	4	1	2	14	12	13
Wolverhampton	7	4	1	2	8	13	13
Chelsea	7	3	3	1	16	9	12
Aston Villa	6	4	0	2	15	9	12
Arsenal	7	4	0	3	9	7	12
Man City	6	3	2	1	9	8	11
Newcastle	7	3	2	2	10	11	11
Leeds	7	3	1	3	13	10	10
Crystal Palace	7	3	1	3	8	11	10
West Ham	7	2	2	3	13	10	8
Man United	6	2	1	3	9	13	7
Brighton	7	1	2	4	11	14	5
Fulham	7	1	1	5	7	14	4
West Brom	7	0	3	4	6	16	3
Sheffield Utd	7	0	1	6	3	10	1
Burnley	6	0	1	5	3	12	1

Sunday's Games

Aston Villa 3, Southampton 4
Newcastle 2, Everton 1
Man United 0, Arsenal 1
Tottenham 2, Brighton 1

Monday's Games

Fulham 2, West Brom 0
Leeds 1, Leicester 4

Friday's Games

Brighton vs. Burnley, 12:30 p.m.
Southampton vs. Newcastle, 3 p.m.

Saturday's Games

Everton vs. Man United, 7:30 a.m.
Crystal Palace vs. Leeds, 10 a.m.
Chelsea vs. Sheffield United, 12:30 p.m.
West Ham vs. Fulham, 3 p.m.

NFL

AMERICAN CONFERENCE

East

	W	L	T	Pct	PF	PA
Buffalo	5	2	0	.750	198	199
Miami	4	3	0	.571	188	130
New England	2	5	0	.286	136	167
N.Y. Jets	0	8	0	.000	94	238

South

	W	L	T	Pct	PF	PA
Indianapolis	5	2	0	.714	198	136
Tennessee	5	2	0	.714	208	184
Houston	1	6	0	.143	166	217
Jacksonville	1	6	0	.143	154	220

North

	W	L	T	Pct	PF	PA
Pittsburgh	7	0	0	1.000	211	142
Baltimore	5	2	0	.714	203	132
Cleveland	5	3	0	.625	206	237
Cincinnati	2	5	1	.313	194	214

West

	W	L	T	Pct	PF	PA
Kansas City	7	1	0	.875	253	152
Las Vegas	4	3	0	.571	187	203
Denver	3	4	0	.429	147	183
L.A. Chargers	2	5	0	.286	179	185

NATIONAL CONFERENCE

East

	W	L	T	Pct	PF	PA
Philadelphia	3	4	1	.438	186	205
Washington	2	5	0	.286	133	165
Dallas	2	6	0	.250	185	266
N.Y. Giants	1	6	0	.143	122	174

South

	W	L	T	Pct	PF	PA
New Orleans	5	2	0	.714	206	197
Tampa Bay	5	2	0	.714	222	142
Carolina	3	5	0	.375	179	193
Atlanta	2	6	0	.250	209	224

North

	W	L	T	Pct	PF	PA
Green Bay	5	2	0	.714	219	187
Chicago	5	3	0	.625	161	166
Detroit	3	4	0	.429	177	206
Minnesota	2	5	0	.286	183	214

West

	W	L	T	Pct	PF	PA
Seattle	6	1	0	.857	240	199
Arizona	5	2	0	.714	203	146
L.A. Rams	5	3	0	.625	193	152
San Francisco	4	4	0	.500	208	173

Sunday's Games

Buffalo 24, New England 21
Cincinnati 31, Tennessee 20
Indianapolis 41, Detroit 21
Kansas City 35, N.Y. Jets 9
Las Vegas 16, Cleveland 6
Miami 28, L.A. Rams 17
Minnesota 28, Green Bay 22
Pittsburgh 28, Baltimore 24
Denver 31, L.A. Chargers 30
New Orleans 26, Chicago 23, OT
Seattle 37, San Francisco 27
Philadelphia 23, Dallas 9
Open: Houston, Jacksonville, Arizona, Washington

Monday's Game

Tampa Bay at N.Y. Giants

Thursday's Game

Green Bay at San Francisco, 8:20 p.m.

Sunday's Games

Baltimore at Indianapolis, 1 p.m.
Carolina at Kansas City, 1 p.m.
Chicago at Tennessee, 1 p.m.
Denver at Atlanta, 1 p.m.
Detroit at Minnesota, 1 p.m.
Houston at Jacksonville, 1 p.m.
N.Y. Giants at Washington, 1 p.m.
Seattle at Buffalo, 1 p.m.
Las Vegas at L.A. Chargers, 4:05 p.m.
Miami at Arizona, 4:25 p.m.
Pittsburgh at Dallas, 4:25 p.m.
New Orleans at Tampa Bay, 8:20 p.m.
Open: Cincinnati, Cleveland, L.A. Rams, Philadelphia

TENNIS

ATP World Tour Paris Masters

At Palais Omnisports de Paris-Bercy, Paris

Purse: €3,343,725

Surface: Hardcourt indoor

Singles - Round of 64
Feliciano Lopez, Spain, def. Filip Krajinovic,

Serbia, 7-6 (11), 6-1.
Borna Coric (15), Croatia, def. Marton Fucsovics, Hungary, 7-6 (5), 6-1.
Radu Albot, Moldova, def. Hubert Hurkacz, Poland, 7-5, 6-7 (5), 6-4.
Marcos Giron, United States, def. Albert Ramos-Vinolas, Spain, 6-3, 4-6, 6-1.
Jordan Thompson, Australia, def. Federico Delbonis, Argentina, 6-2, 6-3.
Corentin Moutet, France, def. Salvatore Caruso, Italy, 3-6, 7-6 (2), 6-3.
Norbert Gombos, Slovakia, def. Marco Cecchinato, Italy, 6-2, 7-6 (2).
Jan-Lennard Struff, Germany, def. Nikoloz Basilashvili, Georgia, 6-4, 6-2.
Alex de Minaur (16), Australia, def. Stefano Travaglia, Italy, 6-4, 6-4.
Ugo Humbert, France, def. Casper Ruud, Norway, 4-6, 6-2, 7-6 (1).
Benjamin Bonzi, France, def. Federico Coria, Argentina, 6-2, 6-1.
Marin Cilic, Croatia, def. Felix Auger-Aliassime (14), Canada, 6-0, 3-6, 6-3.
Pablo Carreno Busta (9), Spain, vs. Hugo Gaston, France, 6-3, 6-2.

DEALS

BASEBALL

National League

MILWAUKEE BREWERS - Announced INF Ryon Healy refused an outright assignment to the minor leagues and elected to become a free agent.

WASHINGTON NATIONALS - Activated 2B Starlin Castro, LHP Seth Romero and RHP Stephen Strasburg from the 60-day IL. Activated RHP Joe Ross from the restricted list.

Football

ATLANTA FALCONS - Designated CB Darqueze Dennard to return from injured reserve.

HOCKEY

National Hockey League

EDMONTON OILERS - Signed F Dominik Kahun to a one-year contract.

AUTO RACING

NASCAR Cup Series

Xfinity 500

Sunday

At Martinsville Speedway

Lap length: 0.53 miles
(Start position in parentheses)

- (8) Chase Elliott, Chevrolet, 500 laps, 57 points.
- (10) Ryan Blaney, Ford, 500, 42.
- (7) Joey Logano, Ford, 500, 43.
- (1) Brad Keselowski, Ford, 500, 45.
- (5) Kurt Busch, Chevrolet, 500, 40.
- (3) Alex Bowman, Chevrolet, 500, 42.
- (20) Aric Almirola, Ford, 500, 30.
- (16) Clint Bowyer, Ford, 500, 29.
- (9) Kyle Busch, Toyota, 500, 37.
- (12) Matt DiBenedetto, Ford, 500, 27.
- (4) Denny Hamlin, Toyota, 500, 44.
- (19) Erik Jones, Toyota, 500, 25.
- (15) Cole Custer, Ford, 500, 24.
- (31) Matt Kenseth, Chevrolet, 500, 23.
- (11) Christopher Bell, Toyota, 500, 22.
- (25) Ty Dillon, Chevrolet, 500, 21.
- (6) Kevin Harvick, Ford, 500, 20.
- (18) Ryan Newman, Ford, 499, 20.
- (22) Ryan Preece, Chevrolet, 499, 18.
- (19) Ricky Stenhouse Jr., Chevrolet, 499, 17.
- (32) Bubba Wallace, Chevrolet, 499, 16.
- (22) Martin Truex Jr., Toyota, 499, 29.
- (14) Austin Dillon, Chevrolet, 498, 14.
- (17) Tyler Reddick, Chevrolet, 498, 13.
- (26) Corey LaJoie, Ford, 498, 12.
- (23) John H. Nemechek, Ford, 498, 11.
- (29) Daniel Suarez, Toyota, 497, 10.
- (28) Michael McDowell, Ford, 497, 9.
- (34) Timmy Hill, Toyota, 495, 0.
- (30) Jimmie Johnson, Chevrolet, 495, 8.
- (38) J. Yeley, Chevrolet, 494, 0.
- (33) Josh Billicki, Chevrolet, 490, 0.
- (35) Quin Houff, Chevrolet, 489, 4.
- (39) Joey Gase, Ford, electrical, 447, 0.
- (13) W. Byron, Chevrolet, accident, 439, 5.
- (36) J. Davidson, Ford, electrical, 422, 1.
- (30) B. Poole, Chevrolet, accident, 184, 1.
- (28) Chris Buescher, Ford, accident, 146, 1.
- (36) Garrett Smithley, Chevrolet, electrical, 100, 0.

COLLEGE FOOTBALL USA TODAY NETWORK HEISMAN SURVEY

The coronavirus has messed up just about everything else in 2020, so it shouldn't come as a surprise that it is now affecting the Heisman Trophy race. The weekly USA TODAY Network Heisman survey has a new leader after Clemson quarterback Trevor Lawrence was sidelined with COVID-19. Mac Jones of Alabama grabbed the lead from Lawrence this week, and Ohio State's Justin Fields is closing fast. Jones had the Crimson Tide offense humming again in a romp over Mississippi State. He is averaging 366 passing yards per game with 16 total touchdowns and just two picks.

The voters didn't forget about Lawrence, who remains in second place and was mentioned first by several survey participants. But he could only watch from home as his Tigers rallied from an 18-point first-half deficit to get by Boston College, and he'll remain unavailable for Clemson's biggest game of the regular season Saturday night at Notre Dame. Lawrence's absence could allow Fields to move past him as well next week. In just two outings, the Buckeyes' signal caller has thrown for 594 yards and six TDs. Zach Wilson of BYU remains on the radar in fourth with a first-place mention. But Friday night's game at Boise State might be his last chance to shine with the Cougars' regular season winding down.

— Eddie Timanus

Player, school, position, year	1st	2nd	3rd	Pts
Mac Jones, Alabama, QB, Jr.	10	4	5	43
Trevor Lawrence, Clemson, QB, Jr.	7	4	6	35
Justin Fields, QB, Ohio State, Jr.	2	10	4	30
Zach Wilson, BYU, QB, Jr.	1	1	1	6
Najee Harris, Alabama, RB, Sr.	0	1	1	3
Travis Etienne, RB, Sr. Clemson	0	0	2	2
Kyle Trask, Florida, QB, Sr.	0	0	1	1

First place 3 points, second 2 points, third 1 point

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Pregame.com Line

College Football

	Wednesday	Underdog
	0 T O/U	Ball ST
Favorite	3 2 55%	
MIAMI (OH)	6% 6 61%	E. Michigan
KENT ST	17 18 54	AKRON
W Michigan	18 22 61%	Bowling Grn
TOLEDO	8 11 52	N. ILLINOIS
Buffalo	PK 1 59	CENT. MICH.



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #122220
Entitled

Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services

The following advertisement was placed November 3, 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 November 4, 2020 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, 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 December 22, 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:

ASW, LLC dba American Landmaster	Low Impact Inc.
Athabasca Basin Development Limited Partnership	MTD Products
Auto-Wares, Inc.	Multiforce Systems Corporation
AVIATE ENTERPRISES, INC.	NorAm Marketing Service
BlueStar Coachlines	PARTSMASTER, INC.
C&B Operations, LLC	Pereira Sales Company, Inc.
Capital Petroleum Service, Ltd.	Polaris Sales, Inc.
Cellutrak	Schetky Northwest Sales, Inc.
Club Car, LLC.	Sheehy Ford of Richmond, Inc.
Columbia Vehicle Group	SPECTRA POWER SPORTS, LTD
Cruise Car, Inc.	The Blue Book Network
DALS Credit Solutions Co.	The Tools Man, Inc.

Sourcewell

Danny J Woodliff DBA Woodys Mini Trucks	Toromont Material Handling, a division of Toromont Industries, Ltd.
Don Brown Bus Sales, Inc.	Tropos Technologies, Inc.
GRYB USA	TRU NORTH RV AUTO & MARINE SALES, LP
IAS (International Automated Systems)	Twins Contracting and Supplies, LLC
Jacobsen	US Executive, LLC
Komatsu Forklift U.S.A. LLC	Vantage Vehicle International, Inc.
Kubota Tractor Corporation	Westward Industries, Ltd.
LIFCO, INC.	Yamaha Golf-Car Company
Livingston Energy Group, 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 December 22, 2020 at 4:31:47 pm CT. Proposals were received from the following:

ASW, LLC dba American Landmaster
 Club Car, LLC
 Columbia Vehicle Group
 Cruise Car, Inc.
 IAS (International Automated Systems)
 Jacobsen
 Kubota Tractor Corporation
 Polaris Sales, Inc.
 Tropos Technologies, Inc.
 TRU NORTH RV AUTO & MARINE SALES, LP
 Vantage Vehicle International, Inc.
 Westward Industries, Ltd.
 Yamaha Golf-Car Company

Proposals were reviewed by the Proposal Evaluation Committee:

James Voelker, CPCM, CFCM, Procurement Lead Analyst
 Brandon Town, CPSM, CPSD, Procurement Analyst
 Craig West, Procurement Analyst
 Steff Haataja, CPIM, 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.

Club Car, LLC, has been manufacturing golf cars and commercial utility vehicles for over 60 years. They have 7 branch locations and over 600 authorized dealers in the United States and Canada that can serve Sourcewell Participating Entities. Club Car and their dealers hold product training and customer experience events throughout the year. They offer a variety of gas, diesel, and electric engine options on their vehicles and a solid discount off list price.

Sourcewell

Cruise Car, Inc, is a provider of need-specific, street-legal, low-speed vehicles that are fully customizable to meet the specific needs of Sourcewell Participating Entities. They provide sales and service support through a highly efficient factory-direct business model, with the addition of dealer partners to further enhance their customer service network. They have also integrated solar options into their electric vehicles to enhance off-grid driving capabilities. Cruise Car offers a competitive discount to Sourcewell Participating Entities.

Jacobsen manufactures E-Z-GO, Arctic Cat, Cushman, and Textron GSE brand golf cars, utility vehicles and personal transportation vehicles. Their 13 distributors and over 600 dealers in the continental United States and Hawaii will provide Sourcewell Participating Entities with access to sales and service. Jacobsen offers electric powered vehicles featuring ELiTE Lithium batteries and gasoline powered EX1 engines that provide improved fuel economy and more responsive acceleration. Jacobsen is offering a solid discount off their list pricing to Participating Entities.

Kubota Tractor Corporation brings extensive experience and a depth of product variety to Participating Entities. With sales locations throughout the United States and Canada, they are positioned to serve all sectors through streamlined customer service. Training programs are offered to ensure proper use of equipment and safety for operators. Kubota demonstrates a commitment to environmental protections by maintaining and achieving conservation targets. Kubota offers competitive pricing and discounts to Participating Entities.

Polaris Sales, Inc, offers a comprehensive selection of GEM, Taylor-Dunn, Pro XD, and Polaris branded vehicle types to include low-speed, utility, burden carriers, ATVs, side-by-sides, and snowmobiles. They are prepared to serve Sourcewell Participating Entities across the United States and Canada through their extensive dealer network. Polaris's offerings include gas, diesel, LPG, and electric options to meet the performance and environmental needs of Sourcewell's Participating Entities. Polaris provides significant discounts from list price.

Westward Industries, Ltd, provides durable, task-specific utility and transport vehicles. Their experienced sales team and robust dealer network are ready to serve Sourcewell Participating Entities across the United States and Canada. Westward Industries, Ltd offers Lithium Ion battery powered units and highly efficient gasoline powered options that incorporate an exhaust gas recirculation system to reduce emissions. They offer Sourcewell Participating Entities solid pricing discounts.

For these reasons, the Sourcewell Proposal Review Committee recommends award of Sourcewell Contract #122220 to:

Club Car, LLC	122220-CCR
Cruise Car, Inc.	122220-CCI
Jacobsen	122220-JCS
Kubota Tractor Corporation	122220-KBA
Polaris Sales, Inc.	122220-PSI
Westward Industries, Ltd.	122220-WWI

The preceding recommendations were approved on January 13, 2021.

Sourcewell

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James Voelker, CPCM, CFCM, Procurement Lead Analyst

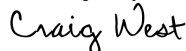
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Brandon Town, CPSM, CPSD Procurement Analyst

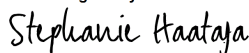
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Craig West, Procurement Analyst

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Steff Haataja, CPIM, Procurement Analyst

STATEMENT OF COMPLIANCE

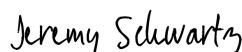
As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #122220 for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services**.

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.

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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer



Proposal Evaluation
Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services RFP #122220

		ASW LLC dba American Landmaster	Club Car LLC.	Columbia Vehicle Group	Cruise Car Inc.	IAS (International Automated Systems)	Jacobsen	Kubota Tractor Corporation	Polaris Sales Inc.
Possible Points									
Conformance to RFP Requirements	50	40	42	40	44	39	41	44	45
Pricing	400	318	335	316	334	310	325	312	330
Financial Viability and Marketplace Success	75	54	63	61	58	53	61	67	68
Ability to Sell and Deliver Service	100	75	80	71	77	74	80	88	89
Marketing Plan	50	39	43	36	44	35	37	44	45
Value Added Attributes	75	59	63	52	64	58	62	65	67
Warranty	50	39	43	38	45	38	41	42	44
Depth and Breadth of Offered Equipment, Products, or Services	200	161	175	165	172	162	169	159	182
Total Points	1,000	785	844	779	838	769	816	821	870
Rank Order		8	2	9.5	3	11.5	5	4	1

		Tropos Technologies Inc.	TRU NORTH RV AUTO & MARINE SALES LP	Vantage Vehicle International Inc.	Westward Industries Ltd	Yamaha Golf-Car Company
Possible Points						
Conformance to RFP Requirements	50	39	36	38	43	39
Pricing	400	333	311	329	336	302
Financial Viability and Marketplace Success	75	49	52	55	60	60
Ability to Sell and Deliver Service	100	65	60	65	79	77
Marketing Plan	50	34	39	33	43	40
Value Added Attributes	75	54	50	52	57	53
Warranty	50	43	34	40	42	41
Depth and Breadth of Offered Equipment, Products, or Services	200	162	143	157	151	182
Total Points	1,000	779	725	769	811	794
Rank Order		9.5	13	11.5	6	7

DocuSigned by:

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 Stephanie Haataja, CPIM, Procurement Analyst

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 Brandon Town, CPSM, CPSD, Procurement Analyst

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 Craig West, Procurement Analyst

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 James Voelker, CPCPM, CFCM, Procurement Lead Analyst



Proposal Opening Record

Date of opening: December 22, 2020

Sourcewell posted Request for Proposal #122220, for the procurement of Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Tuesday, November 3, 2020, and the solicitation remained in an open status within the portal until December 22, 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 December 22, 2020, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #122220 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:

ASW, LLC dba American Landmaster – received 12/21/20 at 10:19:41 AM
Club Car, LLC – received 12/22/20 at 12:27:35 AM
Columbia Vehicle Group – received 12/10/20 at 3:06:20 PM
Cruise Car, Inc. – received 12/22/20 at 11:17:43 AM
IAS (International Automated Systems) – received 12/22/20 at 9:17:38 AM
Jacobsen – received 12/22/20 at 9:37:02 AM
Kubota Tractor Corporation – received 12/21/20 at 2:41:11 PM
Polaris Sales, Inc. – received 12/22/20 at 11:05:14 AM
Tropos Technologies, Inc. – received 12/21/20 at 3:29:02 PM
TRU NORTH RV AUTO & MARINE SALES, LP – received 12/21/20 at 5:43:27 PM
Vantage Vehicle International, Inc. – received 12/14/20 at 1:21:38 PM
Westward Industries, Ltd. – received 12/22/20 at 10:51:33 AM
Yamaha Golf-Car Company – received 12/21/20 at 4:00:30 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on December 22, 2020, at 4:31:47 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:

James Voelker

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James Voelker, CPCM, CFCM Procurement Lead Analyst

DocuSigned by:

Carol Jackson

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Carol Jackson, Procurement Analyst



RFP #122220
REQUEST FOR PROPOSALS
for
Utility, Transport, Golf, and Recreation Vehicles with Related Accessories,
Equipment, and Services

Proposal Due Date: December 22, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, 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 December 22, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	November 3, 2020
Pre-proposal Conference:	December 1, 2020, 10:00 a.m., Central Time
Question Submission Deadline:	December 15, 2020, 4:30 p.m., Central Time
Proposal Due Date:	December 22, 2020, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	December 22, 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/agency-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 Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services, including, but not to be limited to:

- a. Utility vehicles, task vehicles, golf carts, low-speed vehicles (LSV), parking enforcement, patrol and EMS solutions, passenger shuttles, burden carriers, side-by-sides, all-terrain

vehicles (ATV), snowmobiles, personal watercraft, food and beverage solutions, and athletic and campus-use vehicles.

- b. Proposers may include accessories, equipment, and services related to their offering of vehicles under Section 1. a. above to the extent that these solutions are complementary to their offering of the vehicles being proposed.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. RFP #120716 Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services
- b. RFP #062117 Grounds Maintenance Equipment, Attachments, Accessories, and Related Services
- c. RFP #060618 Fleet Management Services
- d. RFP #110719 Ag Tractors with Related Attachments, Accessories, and Supplies
- e. RFP #060920 Class 4-8 Chassis with Related Equipment, Accessories, and Services

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 \$40 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 Sourcwell (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 Sourcwell 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 Sourcwell 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 Sourcwell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcwell 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 Sourcwell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcwell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcwell 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 Sourcwell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcwell 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
TOTAL POINTS

400

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.



11/4/2020

Addendum No. 1

Solicitation Number: RFP 122220

Solicitation Name: Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, 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:

Does this RFP include commercial shuttle vehicles? The RFP lists passenger shuttles as one of the items requested. Should we respond to this RFP, or is there a future RFP that will be solely focused on commercial shuttle vehicles?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process. 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 the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation and each Proposal will be evaluated based on the criteria stated in the RFP. Each RFP is an opportunity independent of any other prior, current or future RFPs.

Question 2:

"Athletic and campus-use vehicles" are listed in this RFP. Is this term referring to MFSABs (Multi-Function School Activity Buses)?

Answer 2:

Sourcewell does not consider Multi-Function School Activity Buses (MFSABs), as defined by National Highway Traffic Safety Administration (NHTSA) Regulation, to fall within the meaning of "athletic and campus-use vehicles" as used in RFP Section II. B.

Question 3:

Will the equipment include EV Charging Stations and associated services?

Answer 3:

Refer to RFP Section II. B. 1. b. - Proposers may include accessories, equipment, and services related to their offering of vehicles under Section 1. a. above to the extent that these solutions are complementary to their offering of the vehicles being proposed.

Question 4:

I have downloaded all the documents provided with the RFP. Is there a list of requested units and their specifications?

Answer 4:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities. A proposer can propose its entire line of equipment, products, and services falling within the requested equipment, products, and services as described in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 122220 posted to the Sourcewell Procurement Portal on 11/4/2020, is required at the time of proposal submittal.



11/11/2020

Addendum No. 2

Solicitation Number: RFP 122220

Solicitation Name: Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, 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 RFP Section III. B. – Administrative Fees, the Sourcewell administrative fee is defined as typically one percent (1%) to two percent (2%). Please advise on which items/categories the specific percentages are applied to.

Answer 1:

It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and industry.

End of Addendum

Acknowledgement of this Addendum to RFP 122220 posted to the Sourcewell Procurement Portal on 11/11/2020, is required at the time of proposal submittal.



11/13/2020

Addendum No. 3

Solicitation Number: RFP 122220

Solicitation Name: Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, 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:

RFP Section II. F.- Marketing Plan. Can you provide a best practice marketing plan template that Sourcewell recommends to ensure all questions are answered correctly and completely for your needs?

Answer 1:

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.

End of Addendum

Acknowledgement of this Addendum to RFP 122220 posted to the Sourcewell Procurement Portal on 11/13/2020, is required at the time of proposal submittal.



11/19/2020

Addendum No. 4

Solicitation Number: RFP 122220

Solicitation Name: Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, 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:

Do the submissions have to provide coverage for both US and Canadian Participating Entities?

Answer 1:

A proposer is not required to cover every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 122220 posted to the Sourcewell Procurement Portal on 11/19/2020, is required at the time of proposal submittal.

**Solicitation Number: RFP #122220****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Westward Industries Ltd., 75 Archibald St. Winnipeg, Manitoba CA R2J0V7 (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. Sourcewell issued a public solicitation for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services from which Vendor was awarded a contract.

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 January 29, 2025, unless it is cancelled sooner pursuant to Article 22. 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 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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.

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

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. 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 Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. 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 Sourcewell 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 Sourcewell 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 Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and 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. **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. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to 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.

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

7. CUSTOMER SERVICE

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

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

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to 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 payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

B. **ASSIGNMENT.** Neither 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.

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

D. **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.

E. **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. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. 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 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. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell 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 Sourcewell.
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 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. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *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.

14. 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.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found 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.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the 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:

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

18. INSURANCE

A. REQUIREMENTS. At its own expense, 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

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. *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.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to 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/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

B. LICENSES. 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 Sourcwell and Participating Entities.

20. 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 Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or 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.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may 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 Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

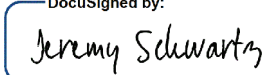
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits,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

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

22. 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: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 1/25/2021 | 11:59 AM CST

Westward Industries Ltd.

DocuSigned by:

By: 0C64C240A2C84B1...
Chris Franz
Title: Vice President and Co-Owner
Date: 1/25/2021 | 9:37 AM PST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 1/25/2021 | 12:01 PM CST

RFP 122220 - Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services

Vendor Details

Company Name: Westward Industries Ltd
75 archibald st
Address: Winnipeg, Manitoba r2j0v7
Contact: christian franz
Email: chris@wwi-go4.com
Phone: 204-982-6364
Fax: 204-231-2607
HST#: 840893119RT0001

Submission Details

Created On: Tuesday November 03, 2020 15:06:54
Submitted On: Tuesday December 22, 2020 10:51:33
Submitted By: christian franz
Email: chris@wwi-go4.com
Transaction #: 8d6cbfbe-cc8e-4ded-ade0-b19cca2ac637
Submitter's IP Address: 205.200.239.145

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):	Westward Industries Ltd	*
2	Proposer Address:	75 Archibald St, Winnipeg, Manitoba, Canada, R2J0V7	*
3	Proposer website address:	www.westwardindustries.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):	Chris Franz, Vice President and Co-owner, chris@westwardindustries.com, 204-594-4100,	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Same as above	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris is the main contact, if secondary needed, Fab Franz 204-594-4100	

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.	Westward Industries is specialized in building high quality task specific fleet utility vehicles. The company initially began in 1990 to provide NYPD with a task specific vehicle. New ownership since 2012, the Franz brothers with a mix of engineering and business acumen bring a new approach of constant improvement, customer satisfaction, and increasing the line with a focus on electric platforms. Vehicles typically last 15 to 20 years in a municipal setting. The newest addition, the Westward MAX-EV Lsv is leading the industry in terms of long lasting advanced technology in the utility market segment. Core values are Constant Improvement, Commitment to the Customer, Clear communications and ownership at every level.	*
8	What are your company's expectations in the event of an award?	A contract awarded in response to this solicitation will allow Westward Industries to participate in sales with your members. Westward Industries looks forward to providing an exemplary level of service, quality products and discounted prices that reflect the quantities expected with such a well-regarded contract will be provided.	*
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.	Westward is a private corporation owned by the Franz brothers who have been in business since the 1990s. Through out these years the brothers have exemplified financial prudence (BMO bank reference attached) while creating long term growth and customer satisfaction. Westward is financially stable, ownership has strong equity with very little debt and anticipates significant growth over the upcoming years with its industry leading electric offering and expanding product assortment. As a private company Westward does not publish all financial records. For this submission we are attaching a current balance sheets, bank letter of reference, and a good standing status from the Province	*

10	What is your US market share for the solutions that you are proposing?	Westward currently markets and sells to municipal governments, K-12 Education, higher education, and non for profit organizations for the parking enforcement vehicles. Westward does expect the Sourcwell member base to purchase the parking enforcement vehicles and the new electric utility vehicle line up. For specialized parking enforcement vehicles Westward is a key vendor with near 100% of the market. The consumer does however have options such as conventional vehicles with LPR, walking, Segway's etc. In the Utility 4 wheel vehicle market, the new Westward MAX-EV line is new to the market, offering an industry leading standard Lithium Ion battery pack with highly efficient drivetrain. Based on market research Westward believes that the MAX-EV will fill a void for members seeking a long lasting electric utility vehicle. Many consumers and municipalities are frustrated with the typical method of changing batteries every 2 years.	*
11	What is your Canadian market share for the solutions that you are proposing?	Westward has not previously attempted to market three wheel vehicles in Canada due to lengthy legislative procedures. For the near future the focus will be to launch the MAX-EV in Canada as the Transport Canada mark has already been requested and granted. We are based in Canada and well positioned to offer members a great electric vehicle with local support. In 2021 Westward will focus on dealer expansion in its native Canadian market.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	The current ownership purchased the assets out of bankruptcy in early 2012. The previous ownership was less focused on operations and more focused on government grants for a hybrid system. New ownership is focused on solid fundamentals, has been profitable and growing. There has been no bankruptcy petition with the new ownership	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Westward is a task specific fleet utility vehicle manufacture. Our sales force is set up with several direct sales reps employed by Westward Industries, these sales reps then deal with the representatives at our dealer network as well as with major customers. We can cover all of the continental USA, Alaska and Hawaii, as well as Canada for Parts, Service, and Warranty. Westward is engaged with 155 Third party US dealer locations for sales and support, and numerous automotive dealerships for support as needed. We conduct weekly or monthly newsletters or phone calls to all reps that deal with our product and have close relationships with all quotation writers at our dealers. Information and product is distributed through our dealer network and on to the end customer.	*
14	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.	As a motor vehicle manufacturer Westward must ensure vehicles conform with Federal Motor Vehicle Safety Standards. Westward is also listed with the National Highway Traffic Safety Admin. The GO-4 gas vehicle performs CARB testing at the beginning of every engine generation, we have a Carb certification. The MAX-EV LSV 4 wheeler is approved by Transport Canada and they have granted a mark for Westward. In certain US States where required we are registered as a motor vehicle manufacture with the State, examples are California, Florida, and Colorado.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.	*

Table 3: Industry Recognition & Marketplace Success

EXHIBIT A

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	At the Florida Parking show which is one of the top 5 largest parking shows in the US, Chris Franz VP of Westward was chosen as a Guest Speaker in December 2019. The panel was comprised of Chris and several Florida city representatives to elaborate on the success of parking specific vehicles being adopted across the country. The municipal representatives also spoke of how well Westward vehicles work for their application. SFMTA in San Francisco attempted to use all sorts of various vehicles for parking enforcement, the trials resulted in SFMTA recognizing the Westward GO-4 as the best vehicle in Parking Enforcement, and these accolades have been received from other cities as well. The new MAX-EV recently performed a pilot with the City of Winnipeg, and they were amazed how well an electric vehicle can perform versus traditional fuel vehicles, they recognized the vehicle as the best electric utility vehicle they have seen.	*
17	What percentage of your sales are to the governmental sector in the past three years	95% - Please check attached testimonials page.	*
18	What percentage of your sales are to the education sector in the past three years	5% - Westward is recently gaining strong traction and recognition with Campus's. Purdue, IUPUI, Texas A&M, have all recently ordered or deployed our vehicles, and recognize them as a much more efficient means of parking management.	*
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?	Westward is not directly listed on any purchasing contract. Four separate dealers have recently listed some Westward vehicles on; the Florida Sheriffs Association through Westward dealer Jeffrey Allen, the Maryland State contract through Werres, the Pennsylvania Co-stars through Trius Equipment, The Carolina state contract through Carolina Industrial Equipment.. We are not directly involved with the marketing of these State contracts. The listings are relatively new and I do not have figures to advise. We have recently been receiving a sizeable amount of interest in eastern Pennsylvania for potential contract purchases.	*
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?	Westward has not submitted for GSA	*

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 *	
City of Sarasota	Mark Lyons - Parking Division Manager	941-263-6477	*
City of Milwaukee - DPW	Thomas Woznick - Parking Services Manager	414-286-3635	*
Texas A&M University	Jeremiah Kraft - Asst Manager Transportation Services	979-458-6552	*

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 San Francisco	Government	California - CA	Utility Vehicles. Primarily for Parking Enforcement. Certain other purposes come up such as refuse hauling, utility work, insect control etc.	1,200,000 all figures reported and rounded off at dealer cost- not end user retail	3,600,000	*
City of Seattle	Government	Washington - WA	Utility Vehicles. Primarily for Parking Enforcement. Certain other purposes come up such as refuse hauling, utility work, insect control etc.	400,000	1,300,000	*
Jersey City	Government	New Jersey - NJ	Utility Vehicles. Primarily for Parking Enforcement. Certain other purposes come up such as refuse hauling, utility work, insect control etc.	180,000	460,000	*
City of San Diego	Government	California - CA	Utility Vehicles. Primarily for Parking Enforcement. Certain other purposes come up such as refuse hauling, utility work, insect control etc.	580,000	580,000	*
City of Berkeley	Government	California - CA	Utility Vehicles. Primarily for Parking Enforcement. Certain other purposes come up such as refuse hauling, utility work, insect control etc.	564,000	564,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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 *	
23	Sales force.	The Westward sales force is comprised of several direct sales employees mainly based in Winnipeg (and some US based) with a combined total of 70 years of experience in sales. One marketing rep employed by Westward Industries in Winnipeg, these sales reps then deal with the representatives at our dealer network as well as with major customers through phone, email, video and in person meetings. Westward attends trade shows in all applicable industries, we directly attend national conferences while supporting dealers with regional conferences. Our CRM adoption is quite robust we have a significant campaigns program for broadcasting our message. Our marketing person works social media, linked in, google ads, and more.	*
24	Dealer network or other distribution methods.	Westward and its dealers can cover all of the continental USA, Alaska and Hawaii, as well as Canada. Westward is engaged with 155 US dealer network locations that are actively selling or willing to support our vehicles. We conduct weekly or monthly newsletters or phone calls to all reps that deal with our product. Information and product is distributed through our dealer network and on to the end customer. Through its internal CRM & ERP Westward always stays in touch with the dealer and end customer to ensure product satisfaction. With our new vehicle expansion Westward is seeking to further grow the dealer network. Attaching spreadsheet to list current network.	*

25	Service force.	Westward's service is provided in collobation with its dealer network. Every dealer location may have anywhere from 1 to 15 technicians. These technicians typically stock diagnostic tools and service manuals. The dealer branches are typically full service garages including, hoists, air tools, and may also offer on site service trucks. Where convenient for the customer Westward will also work with nearby automotive dealerships or municipal fleet garages to ensure vehicles are repaired immediately. Westward provides constant support from its Winnipeg office. In Winnipeg we employ enginneers, technicians, electrical technicians, as well as the owners that provide technical support on a daily basis. At Westward, keeping the the customers vehicle operational top priority as the vehicle may operate in important civil tasks such as Traffic enforcement.	*
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.	A majority of the Westward dealer network focuses primarily on the government municipal sector. They are quite accustomed to offering immediate service as municipalities need and want their equipment back on the road ASAP. Typically on-site service trucks are dispatched within hours or 1-2 days of a customer request. The customer has the option to also transfer the vehicle to the local dealer. Westward dealers have servicing equipment such as hoists, air tools, diagnostic tools and more. We do scrutinize our dealers with initial applications to understand their capabilities as well as impose some requirements such as keeping stock on shelf for wearable items, service training, learning the parts ordering portal, etc. . For warranty claims we request that our dealers submit an online form as soon as a customer calls in, this way Westward can track the process through our ERP SAP. At the factory we support dealers and customers every day through phone calls, video calls, Youtube videos, tutorials, remote in sessions, and when needed in person visits.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Westward is completely committed to providing its products to Sourcewell members. The quicker a purchase can occur the better it is for all parties involved. Westward will promote the new contract number via our website, newsletters, brochures, advertisements, dealer sales literature, trade shows, social media and more. Westward is confident that a national purchasing co-operative will help promote its vehicles and welcomes any future contracting officer to visit the factory or its dealer base. We realize to be successful with the contract Westwards dealer network must embrace a contract sales culture. We will also offer our network webinars or tutorials on the values of the contract on how to promote the contract.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Exactly the same as the above. As Westward begins to expand its Canadian dealer network it will be in a strong position to immediately promote the Sourcewell contract at the early stages of dealer relations.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Westward can service any point in the Continental USA, Hawaii, Alaska, and Canada. Westward is currently servicing Canada direct however will be adding key dealers in 2021. Westward's New England municipal dealer recently retired and closed down their business and Westward is currently interviewing new dealers to place in the territory. Trius Equipment can also support New England in the mean time through Edward location.	*
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?	Westward will promote in all sectors	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no restrictions. Freight to Hawaii, Alaska, US territories will be quoted at the time we quote the unit to the member. Westward will utilize their quantity freight discounts to pass on savings to the member. Westwards will also allow members to utilize their own means of transportation if they believe this to be to their advantage.	*

Table 7: Marketing Plan

EXHIBIT A

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon approval Westward plans to add the Sourcewell logo and contract number to all of its marketing materials as well as the contract number. Westward will announce and list its contract number via the company website. Westward continues to develop more advertisements in national publications such as IPMI International Parking and Mobility Institute (full page color advertisement attached). Westward also works with Parking Today, the Golf course sector through NGCOA, NAFA and APWA, as well as Campus associations. On these advertisements Westward is willing to add the Sourcewell contract number. We currently have an inhouse Email blast to 13000 contacts. Also as conferences again begin in late 2021 Westward will post the logo and contract number in its booth. The Westward dealer network have all requested that Westward join Sourcewell to aid in distribution of the Westward product. The dealers are also willing and engaged to list the Sourcewell contract number on quotations. As needed Westward will host webinars and train all dealers on how to use the contract.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	For Social media Westward mainly targets the use of LinkedIn and to a lesser degree Facebook, here any upcoming news is posted. Westward also invests in google ad words to target potential consumers within industries. Westward is willing to add a keyword such as Sourcewell utility vehicles. Westward use's Youtube for any product video tutorials on how to use our products. All pages on our website have been optimized to include metadata that revolves around key terms that are relevant for Westward search results, in this we can also integrate Sourcewell on specific pages. Westward also promotes webinars heavily through the ZOOM/Teams platform, this will help in educating the dealer network.	*
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?	Westward is fully committed to strong partnerships. The partnership of being involved with a high quality purchasing co-operative such as Sourcewell would continue to bring legitimacy to Westward and its vehicles. If Sourcewell can help promote this category to similar consumers in Westward's range such as but not limited to: Government, Campus's, higher education, non for profits, this would be incredibly valuable as Westward has an excellent product line. There are many ways Westward can integrate Sourcewell in the purchasing process mainly touched on in point 32. Westward will also list the Sourcewell contract number on all quotation sheets. Westward will invite the future contracting officer to visit our facility and to meet with our dealer network. Westward believes that in order to be successful with this contract, the dealer network must embrace the contract sales culture.	*
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.	No	*

Table 8: Value-Added Attributes

EXHIBIT A

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.	A fundamental part of the delivery experience within the Westward dealer network is the Pre Delivery Inspection (PDI). Before the delivery of the vehicle units are fully inspected by dealer technicians and a PDI form is sent back to Westward. Upon delivery the dealer representative and member walk around the vehicle and visually inspect it. Westward also includes a customer delivery inspection form for any feedback placed inside the vehicle. The dealer rep then reviews and explains the operation of the unit and suggested maintenance found within the Owner's Manual. On a case by case basis and typically on the request of larger municipalities Westward and its dealers will quote on a full one or two day's of training with its operators and or technicians. This quote varies depending if Westward reps are needed and typically covers lodging, air fare, and training. In the past this varies from \$3000-\$5000. Westward partners with leading LPR camera vendors to offer customer convenience in streamlining their LPR purchase with a vehicle. Customer training and or travel will be quoted on case by case basis depending on customers needs, we estimate a range between \$1000-\$3000.
37	Describe any technological advances that your proposed products or services offer.	The Westward Electric Vehicle System is truly an industry leading offering. Westward supplies only long lasting Lithium Ion battery technology which is much more suitable for vehicle propulsion systems. Lithium Ion offers many advantages over traditional lead acid batteries, see attached document in market comparison. Our drivetrain uses permanent magnetic motors which are newer and more efficient than traditional AC motors. Westward has the ability to remote in to customers vehicles via WIFI to help support the customer technicians. The fuel driven vehicles are extremely efficient in terms of emissions and fuel economy, the Westward 3 cylinder engine uses an EGR valve known as an Exhaust gas recirculation system which greatly reduces emissions. Westward offers full OBD2 scanning for diagnostics. Westward has strategic partnerships with industry leading License Plate Reader (LPR) technology companies. Westward has developed best practise in house knowledge for installing LPR technology. LPR is the future of good curb management for cities and campuses. If for ANY reason SOURCEWELL believes LPR should not a vehicle option in this category, Westward WILL remove this option. We are primarily a vehicle builder, LPR is for customer convenience.
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.	The Westward Electric Vehicle line is the corner stone of the companies green initiatives. Bringing affordable, long lasting, zero emission vehicles to the market is fundamental to the company's mission.
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.	The Westward Electric Vehicle line is the corner stone of the companies green initiatives. Bringing affordable, long lasting, zero emission vehicles to the market is fundamental to the company's mission. The company has not submitted for any particular ratings.
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.	Many of our dealers are Women or Minority Business owners. We will attach a list to the best of our knowledge which have these certifications. Individual dealers will also let the Member's purchasing agent know that they are WMBE.
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?	Westward is very unique as it produces fairly specialized machinery. Westward manufactures tailor built specialized vehicles for the parking enforcement industry, and can integrate LPR at the factory from leading technology vendors. LPR installed and supplied from one vendor offers a more streamless experience for members and to the best of our knowledge no other vehicle maker offers this benefit. The GO-4 XTR compact refuse hauler is the most nimble hauler in the market. The MAX-EV LSV is leading the industry with standard Lithium Ion, composite unibody cab, optional RH drive, optional Air conditioning. To the best of our knowledge no other utility vehicle maker offers air conditioning as an in house optional upgrade. Westward plans to continue adding depth of assortment for many specialized accessories, such as refrigerated van body's and standard van body's for last mile delivery, which is a growth industry considering the explosion in online ordering.

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?	The Westward Warranty covers againsts manufacturers defects in materials or workmanship for a period of 12 months, 1000 hours, or 7500 miles, whichever occurs first. Where a warrantable condition exists, Westward will cover product, parts, and labor. See warranty for details.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	See attached warranty forms for details. The warranty provided is industry standard and does not adversely affect the Member with usage restrictions. Westward warranty excludes damage to a vehicle or component resulting from cause other than manufacturers defect, including excessive strain, improper installation, abuse or neglect, overloading, alterations, as determined by Westward. Transportation or shipping expenses are also excluded.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Transportation or Shipping expenses are generally excluded from the Westward Warranty. We do make special exceptions as deemed necessary by Westward to ascertain a positive customer experience. Our dealer network may offer an additional on site service programs.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Westward has a vast US network of dealers that can cover the continental USA, including representation in Hawaii and Alaska. If a destination is remote Westward has succesfully contracted automotive dealerships to repair the units. In Canada, the objective is to grow the dealer network in 2021. Currently Canadian customers are being supported from the factory and when needed in calloboration with local automotive dealerships or city fleets. The Canadian market plan will be to a few a few premium dealers in key centers and receive support from the factory. Westward also gives members permission and labor credit for doing their own warranty work if it is pre-authorized.	*
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?	Non Westward brand attachments or accessories are not covered under the Westward warranty, however each OEM offers their own warranty that is passed on to the customer and serviced by our dealer network. Westward will act as the main point of contact for the Member and will help facilitate the exchange to ensure customer satisfaction.	*
47	What are your proposed exchange and return programs and policies?	Westward does not offer an exchange or return program for its vehicles. If a member orders a vehicle that does not meet their demands Westward will always work with the customer to ensure satisfaction. Westward's dealers have at times accepted trade in's to ensure customer satisfaction.	*
48	Describe any service contract options for the items included in your proposal.	Westward's dealer network may offer a variety of maintenance programs. Such as preventative maintenance programs, on site service programs, parts on hand programs. This will vary per area and customer and also depends on the requests put forth by customers. The dealer network is very focused on customer satisfaction as success depends on positive references. The dealer programs will be available as an addition to member quotations, as open market items, if the members request these services.	*

Table 10: Payment Terms and Financing Options

EXHIBIT A

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are net 30 from delivery date	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Westward partners with Real Leasing to offer Tax-Exempt Municipal Lease purchase agreements. This form of leasing has numerous attractive features. Municipal lease-purchase agreements are basically structured as installment sales contracts which are payable from current appropriations. Municipal leases are not considered to be long term debt. Lease terms can vary from one to fifteen years and payments may be made monthly, quarterly, semiannually or annually, in advance or in arrears.; Non Appropriations clause where the municipality can terminate if unable to find future funding, lease typically renew's annually if operating budget is still available, \$1 buy out, very attractive rates. Typical promotions include a do not pay first payment until 1 year after purchase. Documentation and the process is also streamlined and quick. Westward along with Real Leasing also offers commerical leasing for non municipal customers on a 3yr, 4yr, or 5 yr term. Lease quotes will be quoted at the request of members, the request will generate an official up to date Real Lease quote, typically within hours of the request. Westward will also work with members preferred financial institutions.	*
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.	Sourcewell members may submit orders directly to any authorized Westward dealer which are highlighted on the westward site at https://westwardindustries.com/find-a-dealer/ . Westward will encourage its dealers to provide contracted Sourcewell pricing to its members and list Sourcewell pricing on Westward price sheets and list a unique part number. Provided discounts for using Sourcewell will in majority be paid by Westward as to maintain dealer engagement. The dealers are also incentivized as the Sourcewell process reduces the obstacles of a sole source bid or other form of traditional bidding. Westwards dealer order sheets will clearly ask if Sourcewell was used. Westward through its direct sales force and its CRM typically retains information on the order process and customer contact information, and will promote the Sourcewell contract number. Once the order is received the unit will enter the cue for production and once complete final shipment. Westward will request its dealers to submit monthly information on any Sourcewell creater purchase orders. To ensure compliance, Westward will as frequently as needed contact the customer to verify if Sourcewell contract was used. If any dealer is found to not cite the contract number, further education will be provided, if not followed consequences will occur.	*
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?	Many but not all of Westward's authorized dealers do accept credit cards, therefore the member may use P-Cards at a majority of the dealer network. Each dealer may have limitations on the size of the transaction by P-Card. Extra fees may apply.	*

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.	Westward's focus is to offer the consumer or Sourcewell member the best product for the best price possible. Westward is leading innovation at this time by offering superior standard Lithium Ion batteries. All of Westward's base vehicles will offer a 4% discount and additional 1% volume discount off of US MSRP listed on all price sheets, transparency is key. Westward's offering for standard Lithium Ion is extremely competitive in the market place, it will be important to make this comparison when evaluating the Westward offering versus others. Please see the provided market comparison comparing retails for a Lithium Ion offering. For Canadian MSRP the pricing model is the US MSRP multiplied by the exchange rate at the time of the order. The above percentage will be mostly absorbed by Westward to not adversely effect the dealer network on place.	*
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.	4% off of all base vehicles - Also see attached industry comparison - Westward vehicles are priced very aggressive when considering standard Lithium Ion	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	An additional 1% for unit orders above 10 units	*
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.	Westward and its dealer network welcomes any requests from customer add on's. Westward and its dealers will work with the customer to ensure customer satisfaction. Such items are open market and pricing typically available to the public, any sourced products will be priced at no higher than the product's MSRP. Freight and install may be additional depending on the product. Open market items will be listed separately so that members can easily recognize them on quotations.	*
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.	Westward's vehicles generally arrive at the local dealer ready for delivery. To ensure the customer receives exactly what they ordered the dealer performs an additional Pre Delivery Inspection and this cost is excluded from our Pricing. Installation of any customer add on's will also be additional and will be estimated for the customer at the time of quotation. Westward and its dealers are willing to provide any requested customer training and will be quoted on a case by case basis.	*
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.	Freight is additional, and will be quoted at the time the Sourcewell member requests the vehicle quotation. Freight will be quoted individually to each member. Westward will utilize their quantity freight discounts to pass on savings to the member. Westward will also allow members to utilize their own means of transportation if they believe this to be to their advantage.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Westward does currently have customers in Alaska. Units to Alaska are teamed with units frequently shipping to the North West USA, once they arrive in Seattle they take the ferry north to Alaska, again quoted at time of vehicle quotation. Hawaii would be very similar. For Canada we are currently looking to ship direct to consumer, being based in Canada we have very attractive shipping rates.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Westward maintains contracts with freight carriers and receives volume based pricing, any discounted pricing will be passed on to the member.	*

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.	

Table 13: Audit and Administrative Fee

EXHIBIT A

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.	Westward will pay Sourcewell for all administration fees under this contract. Westward will include the Sourcewell price along next to our published MSRP so that agencies know of the available price and contract. All purchase orders created and received will list a line at the top for referencing the Sourcewell contract number, a unique PO number and or vehicle number will be created for future tracking. Our in house book keeper will be conducting monthly audits. Our order receiving staff will reach out to each consumer to verify satisfaction and if Sourcewell contract was used. Westward minimizes costs to the dealers associated with using the Sourcewell contract as to encourage engagement. If during our post audit contact the dealer is found to intentionally not list the Sourcewell contract the dealer will be at risk of losing Westward as a product line.	*
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.)	Westward proposes and agrees to pay 1% administrative fees on sales of whole goods received via the Sourcewell contract. Excluding shipping, pdi, additional training or travel requests, and recurring LPR software fees.	*

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

EXHIBIT A

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>"GO-4 Parking Enforcement Utility Vehicle: Please see all attached brochures and specifications for more detail. In summary, Westward builds task-specific utility vehicles. Starting with the GO-4, The GO-4 has been tailor built for the needs of parking enforcement, or any other purpose where a center operator vehicle with easy access to the curb is needed. We have also seen some success with water meter reading customers. The GO-4 allows for an operator to easily navigate congested areas. With one wheel up front the vehicle is able to offer a 9 foot turning radius, the best in the industry. The chassis is comprised of an extremely tough 2.5 inch steel rollbar tube which offers unparallel protection. Upon exit each side offers a Split level sliding door, the operator can opt to close the bottom half of the door or the entire door. Having a door on each side allows the operator to ALWAYS exit on the safe side of the vehicle avoiding traffic flow. At 54 inches wide the GO-4 can perform its duties with minimal interruption to passing traffic. Roof lighting at over 6 feet in height allows for excellent visibility. The GO-4 is offered in an efficient gasoline 3 cylinder automotive engine or a fully electric platform with a selection of Lithium Ion battery packs. The GO-4 has many useful options such as a premium air ride seat, air conditioning, bluetooth radio, full length rear view mirrors for increased visibility, back up sensors, nerf bars, safety glass film for operator protection and more. Westward works closely with industry leading LPR companies to offer LPR integrated at the factory as to allow the vehicle to arrive ready for final configuration and LPR training.</p> <p>GO-4 XTF Utility flat deck: This model is similar to the above however it is approximately 20 inches longer, is fitted with a 4x5 foot aluminum flat deck. Instead of sliding doors there are optional hinged doors. This vehicle is offered to customers seeking some of the inherent benefits of the GO-4 with the addition of a large flat deck for increased cargo such as wheel boots, insect control equipment, landscaping tools and more.</p> <p>GO-4 XTR Utility refuse hauler: This model is similar to the XTF with the addition of a near 2 cubic yard poly bin with hydraulic pump that has been outfitted to a reinforced XTF chassis with a 1000lb payload capacity. Effectively this is the most compact and nimble refuse hauler on the market. It has applications for gated communities, marinas, zoos, large museums, large commercial complexes, city fleets, city promenades, campuses and more.</p> <p>MAX-EV 4 wheel Utility LSV: The new MAX-EV is a low speed electric utility vehicle. Designed from the ground up with today's technologies. The MAX-EV seeks to transition fleets away from emission polluting vehicles to a dependable, BEST in class long lasting Lithium Ion vehicle. MAX-EV offers a twin passenger set up with optional right hand drive for curb access. MAX-EV offers a standard 1000lb payload with optional upgrade. The MAX-EV offers a long list of options and accessories for various industries, here are some: Four battery packs to pick from depending on range needed, Optional steel doors, heat, Air Conditioning, bluetooth radio, nerf bars, back up sensors, RH drive, LPR integration, tow hitch, van body, van body with refrigeration, tool box, ladder rack, clamping deck walls, and more to come. MAX-EV has broad spectrum of market applications including but not limited to: city fleets, campuses, landscaping, insect control, refuse hauling, last mile delivery, golf course landscaping, refrigerated services, basic transportation, equipment hauling, and more. This model will continue to receive new developments in options depending on customer demand and input.</p> <p>MAX-EV 3 wheel utility or transport vehicle: The new MAX-EV 3 entering production in early 2021 is based on the 4 wheel platform. The transition to 3 wheels allow for greater speeds than the 4 wheel LSV model. Twin passenger, two wheels up front and one wheel in the back. Reduced cargo payloads this vehicle is designed for Parking Enforcement, light transport, mail or food delivery, campuses and more. Many of the same options as listed above in the MAX-EV 4 will be available such as Air Conditioning and LPR install.</p> <p>Regarding LPR install, as a convenience to members and due to demand in the market, Westward has strategic partnerships with leading North American LPR providers and on appropriate models allows the LPR addition to be made direct the factory, greatly streamlining the process of sourcing the vehicle and LPR provider separately. This option can be removed from the offering if needed. "</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	None. All our vehicles fall under utility or transport.

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

EXHIBIT A

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

Line Item	Category or Type	Offered *	Comments	
66	Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	All Westward vehicles	*
67	Task Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	All Westward vehicles	*
68	Golf Carts	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are working on a MAX-EV beverage cart option for courses.	*
69	Low-speed Vehicles (LSV)	<input checked="" type="radio"/> Yes <input type="radio"/> No	MAX-EV	*
70	Parking Enforcement	<input checked="" type="radio"/> Yes <input type="radio"/> No	Westward has the industry leading offering or parking enforcement.	*
71	Patrol and EMS Solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Although not marketed, our flat decks can be used for EMS. Our GO-4 has been used many times for patrol.	
72	Passenger Shuttles	<input type="radio"/> Yes <input checked="" type="radio"/> No	only for 2 people currently. Future 4 person model coming.	
73	Burden Carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our standard MAX-EV is rated to two 1250 lbs	
74	Side-by-sides	<input type="radio"/> Yes <input checked="" type="radio"/> No		
75	All-Terrain Vehicles (ATV)	<input type="radio"/> Yes <input checked="" type="radio"/> No		
76	Snowmobiles	<input type="radio"/> Yes <input checked="" type="radio"/> No		
77	Personal Watercraft	<input type="radio"/> Yes <input checked="" type="radio"/> No		
78	Food and Beverage Solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have a van body addition with refrigeration coming out in early 2021	
79	Athletic and Campus-use Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No		

Table 15: Industry Specific Questions

Line Item	Question	Response *	
80	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.	Westward will monitor each dealers use of the contract as well as analyze each territory in the country to check for contract engagement. If particular dealers are found to not be using the contract, Westward will further educate the dealer as to the advantages of the contract. It is important to Westward that all dealers utilize this contract as Westward believes it is the premier Cooperative Contract both for price to the Members as well as being a solution to their procurement requirements. Initial talks with all Westward dealers regarding this potential bid have in fact highlighted the need for a Sourcwell contract for Westward vehicles, an award would truly benefit all parties including members. Unique Part numbers will also be created for referencing vehicles ordered via Sourcwell contract.	*
81	Identify the engine types available for your products (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	Electric and Gasoline models	
82	Describe the reliability of your products in extreme hot and cold environments and inclement weather.	Westward's fuel models operate well under any temperatures, they are built in Winnipeg Canada and operate in towns as hot as Calexico California and as cold as Fargo, North Dakota. The Electric models operate well in ambient temperatures up to 110 degrees fahrenheit, if temperatures soar above this level then the on board system may reduce power of the vehicle. In sub freezing weather the electric models should be charged in doors or be outfitted with an optional battery warmer that initiates on charge. in colder temperatures such as 0 degrees fahrenheit there may be a loss of range of 15-20%.	

Exceptions to Terms, Conditions, or Specifications Form

EXHIBIT A

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

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://sam.gov/SAM/>; 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. - Christian Franz, Vice President, Westward Industries Ltd

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

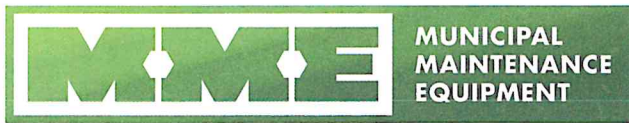
The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

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 4_Utility_Transport_Golf_Recreation_122220 Thu November 19 2020 01:54 PM	<input checked="" type="checkbox"/>	1
Addendum 3_Utility_Transport_Golf_Recreation_122220 Fri November 13 2020 03:48 PM	<input checked="" type="checkbox"/>	1
Addendum 2_Utility_Transport_Golf_Recreation_122220 Wed November 11 2020 11:00 AM	<input checked="" type="checkbox"/>	1
Addendum 1_Utility_Transport_Golf_Recreation_122220 Wed November 4 2020 04:33 PM	<input checked="" type="checkbox"/>	2

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

EXHIBIT C



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

EXHIBIT 1

EXHIBIT C

July 7, 2021

City of Stockton
1465 S. Lincoln Street
Stockton, CA 95206

Tel: 209-774-6179
alanna.bindi@stocktonca.gov

Sourcwell Member ID #: 46519

Attention: Alanna Bindi, Project Manager

We are pleased to provide the following quotation on the GO-4 SD Gas Three Wheeled Utility Vehicle Model GO-4 SD GAS including sliding doors, the most efficient vehicle for parking enforcement from Sourcwell program Contract #122220-WWI . See attached Specifications.

Summary:	Complete Unit per attached Sourcwell price sheet	
	Price Each F.O.B. Manitoba, Canada	\$ 55,807.00
	9.0% Estimated Sales Tax	5,022.63
	Document Fee	70.00
	CA Tire Fee	5.25
	Estimated Freight	2,500.00
	Pre Delivery Inspection	750.00
	Sub-Total	\$ 64,154.88
	Quantity Requested	x 2
	Total	\$128,309.76

City's Purchase Order to be prepared and sent directly to the Sourcwell Contract Assignee:

Municipal Maintenance Equipment, Inc. 4634 Mayhew Road Sacramento, CA 95827

Tel: 916-922-1101 Fax: 916-922-1034 Tim Powers – tpowers@source-mme.com

Quotation includes delivery and on-site training.

Sales tax applicable at time of delivery will be shown on invoice.

Normal delivery 90-210 days A.R.O.

Terms: Per Sourcwell Program

Quotation valid for 15 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

Attachment – Specifications

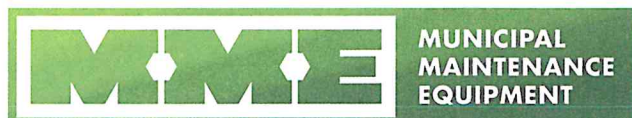
4634 Mayhew Road
Sacramento, CA 95827
Office: 916-922-1101
Fax: 916-922-1034

4750 Caterpillar Road, #D
Redding, CA 96003
Office: 530-243-4856
Fax: 530-243-1447

1913 Nancita Circle
Placentia, CA 92870
Office: 714-528-8770
Fax: 714-528-8744

1930 W. Winton Avenue, #1
Hayward, CA 94545
Office: 510-670-0230
Fax: 510-670-9003

6230 Greyhound Lane, #K
Las Vegas, NV 89122
Office: 888-484-9968
Fax: 916-922-1034



GO-4 SD GAS

MOTOR

66 h.p., liquid cooled, 3-cylinder, overhead cam,
4-cycle, electronically fuel injected, ultra efficient 1.0L
with EGR clean burning emissions control.

TRANSMISSION

4-speed automatic
(automotive transaxle with electronically controlled
shift)

DIMENSIONS

72" Overall Height with Cab
120" Overall Length
54" Overall Width
18 Foot Outside Turning Diameter
9 Foot Turning Radius
81" Wheelbase

BRAKING

Hydraulic Disc Brakes on all Three Wheels
With Dual Master Cylinder
Parking – Hydraulic over Mechanical

ELECTRICAL SYSTEM

Charging – Heavy Duty automotive alternator
DOT approved LED headlights
DOT Approved LED Stop / Tail and Turn Lights
DOT Approved High Visibility Stop and Turn Lights
Starting – 12-volt starting motor.
Interlock prevents starter from operating
unless shift lever is in park or neutral.
Gauges – LCD Digital Display
Speed, Odometer, Hour Meter, Warning Message,
Fuel Level, Oil pressure warning,
three stage water temperature light
(blue / still cold, red/ running too hot,
off / normal temp)
Wiring – Pre Wired for Radio and Municipal Lighting

SPEED

Electronically Limited to a Maximum of 40mph
(45mph optional)

COLOR

White Body Panels and Black Chassis

FUEL TANK AND MILEAGE

9 US Gallon Tank, up to 40-45 MPG (based on factory
testing and CARB testing, excludes constant idle time)

SUSPENSION

Front – Leading Link Suspension
Polyurethane Isolation System
Rear – Independent McPherson Strut

CLIMATE CONTROL

Liquid Core 20000 BTU Heater
Air Conditioning (Option)

STEERING

Adjustable Tilt Steering Wheel
with Center Mounted Horn

TIRES

165/60 14" Low-Rolling Resistance All Season Radial
with Steel Rim

STRUCTURE

3-Wheel Platform with Ultra Tough Heavy Duty
2.5" Rollbar Chassis
White Aluminum and Plastic Body Panels
Storage Box with Lockable Cover
Sliding Metal Doors with Independently Sliding
windows(option), Steel Front and Rear bumpers,
Optional Exterior Nerf Bars

FEATURES

Two Outside Rear View Mirror
Inside Rear View Mirror (Full length Option)
Rear View Back Up Camera(Optional)
Electric Windshield Wiper with Intermittent Control
And Windshield Washer
Inside Cab Ceiling Light
Floor Mat
12 V DC Accessory Port
LTA (Lateral thrust alarm)
Inner door lock (Option)

SEAT

One Passenger Adjustable Forwards/Backwards,
Recline, Leatherette material
3 Point Shoulder Harness Seat Belts

WEIGHT CAPACITY

Vehicle Weight – 1550 Pounds – Base w/o Options
Rated Total Payload Capacity, 500lbs w/ Operator

WARRANTY

One Year Full Warranty on Manufacture Defects
Technician Travel Time Excluded

OPTIONS

Please Inquire for Full Listing



GO-4 Three Wheeled Utility Vehicle Model GO-4 Sliding Door GAS
SOURCEWELL CONTRACT: 122220-WW

Date: July 7, 2021

Customer/Municipality Name:	<u>City of Stockton</u>
Customer Address:	<u>1465 S. Lincoln Street Stockton, CA 95206</u>
Contact Name/Title:	<u>Alanna Bindi, Project Manager</u>
Contact Phone #/Email:	<u>209-774-6179 alanna.bindi@stocktonca.gov</u>
Dealer Name/Contact	<u>MME - Adam Horch</u>
Contact Phone #/Email:	<u>916-505-2070 ahorch@source-mme.com</u>

Part #			Qty.	Sourcewell Price		Total
Standard Vehicle						
Sourcewell GO-4 Interceptor gas Contract 122220-WWI			1	\$	23,952.00	\$ 23,952.00
Comfort and Convenience						
Air Conditioning	200-2000P	1	\$	2,750.00	\$	2,750.00
Radio w/speakers/bluetooth	1-96-039P	1	\$	450.00	\$	450.00
Knoedler Premium air ride seat	6-881-002P		\$	2,195.00		
Knoedler Premium air ride seat/heated	6-881-002HSP		\$	2,395.00		
Full length rear view mirror	6-880-010P		\$	125.00		
Inside cab fan - for extra cooling	601-940-005P	1	\$	175.00	\$	175.00
Back up camera with rear parking sensors (needs nerf)	6-880-009P	1	\$	450.00	\$	450.00
Extra set of keys	1-96-024P	1	\$	25.00	\$	25.00
Sliding rear window	1-86-304P			Included		
Padded arm rest (with storage box)	6-830-102P			Included		
Grab handles (2)	1-96-035P			Included		
LED Headlights	7-944-001P			Included		
Electrical						
Back up Alarm	1-96-003P		\$	195.00		
Hella LED Amber Roof light Installed	7-944-003P		\$	695.00		
Install custom municipal equipment	6-900-016P			Inquire		
Pre wired Light Bar Mount hook up	6-86-120-02P			Included		
Safety & Miscellaneous						
Rear Alloy rim upgrade	8-601-001P		\$	495.00		
Spare Tire & Jack kit	6-020-004P		\$	195.00		
Winter grip - traction radial tire option set of 3	601-600-006P		\$	425.00		
Inside door locks	601-831-010/011P		\$	125.00		
Safety glass film installed on door windows	601-845-007/008P		\$	425.00		
Nerf bar (front bumper)	1-86-114P		\$	345.00		
Nerf bar (rear bumper)	6-86-130P		\$	345.00		
Complete Service Manual	601-010-001		\$	495.00		
Std handheld OBDII Diagnostic scanner	6-990-006P		\$	855.00		
Premium tablet OBDII Diagnostic scanner	6-990-005P		\$	1,995.00		
Sub Total A				\$	27,802.00	

Addition of LPR System - Customer Convenience Factory Install		Qty	Sourcewell Price	Total
Autovu 2 camera University system. Includes: Hardware, Software, Hosting, Mapping, Toughpad FZG1 tablet or equivalent spec tablet with LTE capability, keyboard, mounted and fully installed.	999-GN-UN-LPR		\$ 32,500.00	
Autovu 2 camera City system. Includes: Hardware, Software, Hosting, Mapping, Toughpad FZG1 tablet or equivalent spec tablet with LTE capability, keyboard, mounted and fully installed.	999-GN-CT-LPR		\$ 35,500.00	
Autovu - Uni-Extended 4 year warranty & 1st year swap	999-GN-UN-WREXT		\$ 9,500.00	
Autovu - City-Extended 4 year warranty & 1st year swap	999-GN-CT-WREXT		\$ 10,950.00	
<i>Recurring Annual Hosted fees - City or Uni (Year 1 included above)</i>	<i>999-GN-HS-ANNUAL</i>		<i>\$ 4,950.00</i>	
Sub Total B				\$ -
<i>Vehicle arrives ready with LPR fully mounted & ready for training & final software configuration by Genetec authorized partner 3 year Tablet warranty and Genetec standard 1 year warranty included. Customer to provide cellular connection.</i>				
Unpublished Items				
One-Year On-Site Service Program for warranty period, covers Technician travel time and on-site services			\$ 2,100.00	
Whelen L31HAFCA LED Amber Beacon		1	\$ 1,255.00	\$ 1,255.00
Whelen R1LPPA Super LED Mini Lightbar, Mounted			\$ 1,125.00	
Whelen TAM83 Super 3-LED Traffic Advisor w/Control Head, Mounted			\$ 1,535.00	
Whelen TAZ86 Super 8-LED Traffic Advisor w/Control Head Mounted			\$ 2,310.00	
Set of 2 Whelen IONCV1A V-Series LED Surface Mtd. Front Fenders			\$ 545.00	
Whelen EDH-50 Integrator Harness, 6 Outlet, for independent control of multiple lighting systems, mounted			\$ 700.00	
Vigilant Solutions (Motorola) - 2 camera system with tablet and keyboard, 2 integrations, hosted, installed at factory, in field traveling and training included	mobileLPRSYS-1-Full	1	\$ 26,750.00	\$ 26,750.00
Additional Vigilant 4 year warranty, 2-5 year.	cdmms24jww		\$ 4,200.00	
Recurring annual fees for 2 integrations	CLK2integ		\$ 4,050.00	
Sub Total C				\$ 28,005.00
Combined Sub Total (A+B+C)				\$ 55,807.00
Notes:				
Sales Tax			9.00%	\$ 5,022.63
Document Fee				\$ 70.00
CA Tire Fee				\$ 5.25
Estimated Freight				\$ 2,500.00
Pre Delivery Inspection				\$ 750.00
Sub-Total				\$ 64,154.88
Quantity Requested				2
Sourcewell Total				\$ 128,309.76