
File ID: 2024-01663

10/8/2024

Consent Item 13.

Cooperative Purchase Contracts: Vehicle Lifts for Fleet Maintenance Shops

File ID: 2024-01663

Location: Citywide

Recommendation: Pass a **Motion:** 1) approving the use of the cooperative purchase contract from NASPO ValuePoint with Vehicle Service Group, LLC (Contract No. CW7254) for the purchase of six vehicle lifts for a total amount not to exceed \$433,596; 2) approving the use of the cooperation purchase contract from Sourcewell with Stertil-Koni USA, Inc. (Contract No. 121223-SKI) for the purchase of six mobile column lifts for a total amount not to exceed \$100,394; and 3) authorizing the City Manager or the City Manager's designee to take any necessary actions to complete the purchases specified above.

Contact: Alison Kerstetter, Fleet Manager, (916) 808-1163, akerstetter@cityofsacramento.org;
Department of Public Works

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Contracts

Description/Analysis

Issue Detail: The Department of Public Works, Fleet Management Division, has an ongoing need to purchase new vehicle lifts to support the maintenance and repair of the City's vehicles and equipment. These new lifts will replace older, outdated models and are intended to enhance the safety of shop staff by incorporating updated safety features and technology. In addition to improving safety, the new lifts will contribute to more efficient and effective vehicle servicing, helping to minimize downtime and ensure the fleet remains in optimal working condition to meet the city's operational demands. This investment reflects the department's commitment to maintaining a high standard of safety and productivity in fleet management.

Policy Considerations: The recommendations in this report are in accordance with Sacramento City Code Section 3.56 which requires City Council approval of actions of \$250,000 or more and which

provides for the use of cooperative purchase agreements without competitive bidding (Section 3.56.240).

Economic Impacts: None.

Environmental Considerations: No environmental review is necessary because the recommendations in this report involve the purchase of equipment and is not considered to be a project in accordance with Section 15378(b)(2) of the California Environmental Quality Act (CEQA) guidelines.

Sustainability: Not Applicable.

Commission/Committee Action: None.

Rationale for Recommendation: After reviewing the available purchase options, the Fleet Management Division has determined the cooperative agreements between NASPO ValuePoint and Vehicle Service Group, LLC as well as Sourcewell and Steril-Koni USA, Inc., represent the most advantageous purchasing strategy. These contracts have been competitively bid nationally, and they receive greater discounts from the manufacturer due to a higher purchase volume than the city would receive if issuing its own bid.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement method increases pricing competitiveness and lowers capital costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of the contract.

The city has used both regional and national cooperative purchase agreements to complement its own contracting initiatives. Cooperative purchasing enables city departments to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to maximize cost savings opportunities for the city.

Financial Considerations: Purchases under the recommended cooperative purchase contracts will be made from the Department of Public Works Fiscal Year (FY) 2024/2025 operating budget (Fleet Fund, Fund 6501) and charged to the Fleet Facilities Project (B13000100, Fund 6501). Sufficient funding is available in the Department's FY2024/2025 operating budget and Fleet Facilities Project to support the recommended purchases.

Local Business Enterprise (LBE): The minimum LBE participation requirement is waived for the City's use of cooperative purchase contracts that have been competitively bid, evaluated, and awarded by other governmental agencies that may or may not have similar LBE programs.

Vehicle Service Group NASPO ValuePoint Equipment Quotation

Quote # : 2024486

Date: 8/23/2024

Requested By: Manuel Azevedo

Quote Expires: 12/21/2024

Payment Terms: 1/2%-15th, NET 30

Warranty: 1yr. Parts & Labor

Prepared By: Tammy Boldery

*If completion of installation is delayed more than one month due to governmental entity delays (i.e. electrical, etc.), Rotary can request partial payment for work completed. (both equipment and installation).



Note: Quote for Equipment & Installation

Project Name: City of Sacramento, William J. Kinney Police Facility

Model No.	Description	Per Unit Price	Qty.	Extended Price
SL212N1110BL	12,000 lb. Capacity Smart Lift	\$ 15,494.58	2	\$ 30,989.16
T110280BK	Power Unit Stand for Use With Smart Lifts	\$ 270.75	2	\$ 541.50
XXX01CTT	Installation **See Attached Scope of Work**	\$ 108,537.00	1	\$ 108,537.00
Freight	Prepaid by Rotary Lift			
	*Does not include any applicable sales tax			

Total Price: \$ 140,067.66

ADDITIONAL TERMS AND CONDITIONS: By submitting a purchase order to Vehicle Service Group, LLC. (VSG), customer accepts and agrees to these terms and conditions as additional terms to the existing agreement between the parties referenced on the face of this quotation (Existing Agreement), notwithstanding anything to the contrary contained therein. All additional or different terms and conditions contained in Customer's purchase order are hereby rejected. No additional or different terms or conditions, or any modifications, changes, or amendments to these terms of the existing agreement shall be binding on VSG, unless expressly accepted by VSG in writing.

DISCLAIMER: Notwithstanding anything to the contrary in the Existing Agreement, VSG shall not be liable for any loss, damage or additional costs arising from unforeseen conditions affecting installation, including but not limited to contaminated soil, bed rock, in-floor heating system, high water conditions, or any othertype of in-ground conditions. Customer acknowledges and agrees that Customer shall be responsible for any additional costs due to such conditions, in addition to the installation price set forth herein.

DELAY: Notwithstanding anything to the contrary in the Existing Agreement, if delivery of the equipment or completion of the work is delayed by more than thirty (30) days due to the acts or omission of Customer or any third party other than VSG or its sub-contractors, VSG may require Customer to render payment for equipment manufactured or delivered, and portions of the work completed, within thirty (30) days from the date of VSG's invoice, in the amounts set forth in such invoice.

*Cancelled orders or returned goods are subject to 20% restocking fee

Master Agreement CW7254
CAGE #: 7K311
Tax ID #: 90-0501347
DUNS #: 00-638-2634

Rotary Lift
 2700 Lanier Dr.
 Madison, IN 47250
 Tammy Boldery, Government Sales Leader
 800.445.5438 x 5655
tboldery@rotarylif.com



Proposal / Sales Agreement

Prepared on:

Thursday, August 22, 2024

Presented by:

Adam Newcomb

Submitted to:

Rotary Lift - The City Of Sacramento
2700 Lanier Drive
Madison, IN 47250

Attention to:

Tammy Boldery
812 269-7316
tboldery@rotarylift.com

Dear Boldery,

Thank you for the opportunity to provide you with the following proposal. Pacific Lift and Equipment Co. proposes to furnish the equipment and installation services as described in this agreement.

The City Of Sacramento -- WILLIAM J KINNEY POLICE FACILITY

SCOPE OF WORK:

- Obtain and provide engineering for (2) two-post inground lift installations.
- Provide forklift, aerial platform lift, mini-excavator, and other equipment as required for installation
- Sawcut, break, and remove (2) existing Rotary two-post, full-hydraulic, side by side, inground
- Install (2) new Rotary SL212 Two-Post Inground Smart Lifts (provided by others) per manufacturers installation instructions and obtained engineering. Including providing 2" conduit chase ways and sawcut trench back for lift hydraulics and air, power unit operation.
- Lift power units to be pedistool mounted in desired locations. Pedistool to be provided by Rotary.
- Electrically wire (2) lifts back to existing junction box's, provide 20amp disconnect at each unit.
- Connect and run air latch release tubing for both lifts.

- **Installation of inground lifts includes standard pea gravel backfill, rebar, concrete,**
- **Excavation includes haul-off and disposal of all lift components, concrete spoils, and excavated soil.**

EXCLUSIONS AND CLAUSES SECTION:

- **No permits or permit handling; all applicable permits to be obtained by others.**
- No testing, handling and disposal of hazardous and/or toxic material above or below grade.
- No removal and disposal of buried structures (septic tank, cesspools, pit, footings, basements, lifts and storage tanks).
- In-ground Lift installation includes standard pea gravel backfill per manufacturer's installation instructions. If special backfill is required such as slurry or concrete and rebar encasement additional charges will be incurred.
- **VEHICLE LIFT LOCATIONS:** Vehicle Lift locations, specifications, and layouts shall be approved by purchaser or owner prior to commencing work. Dimensions and weights of vehicles to be serviced by vehicle lifts shall be the responsibility of the purchaser and owner.
- Clean up is to include removal of all shipping dunnage into waste receptacle bins provided by the customer/general contractor and a one-time broom sweep of the work area.
- No special inspection or testing equipment is included. If required, special testing is to be billed as an extra charge.
- No bid, performance and/or payment bonds.
- No repair, refurbishing, or cleaning of existing equipment unless specifically outlined in the installation section.
- No removal of existing utilities (air lines, water line, oil lines, plumbing brackets, trapeze, and related work) unless otherwise specified.
- No bid, performance and/or payment bonds.
- No repair, refurbishing, or cleaning of existing equipment unless specifically outlined in the installation section.
- No removal of existing utilities (air lines, water line, oil lines, plumbing brackets, trapeze, and related work) unless otherwise specified.
- **CALIFORNIA ENERGY CONSUMPTION:** No title 24 calculations or consideration.
- **GREEN COMPLIANCE:** Special recycling, dump sites, LEED, or Green Compliance requirements will incur additional charges and be billed to the customer as a reimbursable expense.

NOTES SECTION:

- Pacific Lift will perform the installation scope following accepted construction practices, However we assume no liability for damage to unforeseen electrical conduits, communication cabling or piping in the customers building or property. (If customers have known obstructions we can hire a GPRS ground penetrating radar service before we perform the work described, the request must be made in writing and the additional expenses are to be billed to the job as an extra)

SUMMARY SECTION:

REIMBURSABLE EXPENSES SECTION:

The following costs are reimbursable expenses which are not included in the project total. For budgetary purposes and your convenience we have provided estimated costs based on past project history, however, the actual costs incurred will be invoiced progressively with 15% markup for handling.

ESTIMATED SEISMIC CALCULATIONS

ESTIMATED SPECIAL INSPECTION

TERMS AND CONDITIONS SECTION:

- Invoices are due: Net 10 days.
- Payments made by credit card are subject to a 3% processing fee which may be subject to sales tax.
- Purchaser agrees to pay 1 1/2% per month on invoice amounts over 30 days past due. In the event of delinquency, the purchaser agrees to pay Pacific Lift's collection expenses including attorney's fees and court costs.
- Pacific Lift and Equipment Co. retains collateral interest on equipment and installation until paid in full.
- No order once shipped by the seller may be cancelled or altered by the buyer without the seller's written consent. Cancelled or altered orders are subject to a cancellation or alteration fee assessed by the seller.
- Return shipments will not be accepted without written authorization from the seller or manufacturer point of origin. Returned merchandise is subject to a minimum 20% handling and restocking fee, costs associated with refurbishing merchandise if necessary, and repackaging cost. Buyer is responsible for all original transportation costs as well as prepaid return freight. Special order items are non-returnable.
- All materials delivered to the job-site become the responsibility of the purchaser and owner. Any replacement of stolen property will be at the purchaser and owner's expense.
- All warranties shall be administered and authorized by the manufacturer per their published warranty policy documents. Pacific Lift and Equipment Co.'s workmanship has a warranty period of (1) year.
- The purchaser acknowledges that they have read, understand, accept, and agree to the specifications, exclusions, terms of payment, and conditions specified in this proposal / sales agreement.
- This proposal is valid for a period of (5) days from the proposal / sales agreement date.

If you are in agreement with this proposal / sales agreement please sign and scan to **adam@pacificlift.com**

Thank you,

Adam Newcomb
Pacific Lift and Equipment Co.

Vehicle Service Group NASPO ValuePoint Equipment Quotation

Quote # : 2024521

Date: 9/4/2024

Requested By: _____

Quote Expires: 1/2/2025

Payment Terms: 1/2%-15th,NET 30

Warranty: 1yr. Parts & Labor

Prepared By: Tammy Boldery

***If completion of installation is delayed more than one month due to governmental entity delays (i.e. electrical, etc.), Rotary can request partial payment for work completed. (both equipment and installation).**



Note: Quote for Equipment & Setup

Project Name: City of Sacramento

Model No.	Description	Per Unit Price	Qty.	Extended Price
SM30	HD Surface Mounted Runway Type Drive on 30,000 lb Capacity and 235" Wheelbase	\$ 27,373.64	1	\$ 27,373.64
RJ150	Rolling Jack for SM30	\$ 13,848.00	2	\$ 27,696.00
XXX01CTT	Removal & Installation	\$ 12,783.10	1	\$ 12,783.10
	Please see attached Scope of Work			
Freight	Prepaid By Rotary			
	**Does not include any applicable tax			

Total Price: \$ 67,852.74

ADDITIONAL TERMS AND CONDITIONS: By submitting a purchase order to Vehicle Service Group, LLC. (VSG), customer accepts and agrees to these terms and conditions as additional terms to the existing agreement between the parties referenced on the face of this quotation (Existing Agreement), notwithstanding anything to the contrary contained therein. All additional or different terms and conditions contained in Customer's purchase order are hereby rejected. No additional or different terms or conditions, or any modifications, changes, or amendments to these terms of the existing agreement shall be binding on VSG, unless expressly accepted by VSG in writing.

DISCLAIMER: Notwithstanding anything to the contrary in the Existing Agreement, VSG shall not be liable for any loss, damage or additional costs arising from unforeseen conditions affecting installation, including but not limited to contaminated soil, bed rock, in-floor heating system, high water conditions, or any othertype of in-ground conditions. Customer acknowledges and agrees that Customer shall be responsible for any additional costs due to such conditions, in addition to the installation price set forth herein.

DELAY: Notwithstanding anything to the contrary in the Existing Agreement, if delivery of the equipment or completion of the work is delayed by more than thirty (30) days due to the acts or omission of Customer or any third party other than VSG or its sub-contractors, VSG may require Customer to render payment for equipment manufactured or delivered, and portions of the work completed, within thirty (30) days from the date of VSG's invoice, in the amounts set forth in such invoice.

*Cancelled orders or returned goods are subject to 20% restocking fee

Master Agreement CW7254
CAGE #: 7K311
Tax ID #: 90-0501347
DUNS #: 00-638-2634

Rotary Lift
 2700 Lanier Dr.
 Madison, IN 47250
 Tammy Boldery, Government Sales Leader
 800.445.5438 x 5655
tboldery@rotarylif.com

Vehicle Service Group NASPO ValuePoint Equipment Quotation

Quote # : 2024488

Date: 8/23/2024

Requested By: Manuel Azevedo

Quote Expires: 12/21/2024

Payment Terms: 1/2%-15th, NET 30

Warranty: 1yr. Parts & Labor

Prepared By: Tammy Boldery

*If completion of installation is delayed more than one month due to governmental entity delays (i.e. electrical, etc.), Rotary can request partial payment for work completed. (both equipment and installation).



Note: Quote for Equipment & Installation

Project Name: City of Sacramento, Joseph E Rooney Police Facility

Model No.	Description	Per Unit Price	Qty.	Extended Price
SL212N1110BL	12,000 lb. Capacity Smart Lift	\$ 15,494.58	2	\$ 30,989.16
T110280BK	Power Unit Stand for Use With Smart Lifts	\$ 270.75	2	\$ 541.50
XXX01CTT	Installation **See Attached Scope of Work**	\$ 116,787.00	1	\$ 116,787.00
Freight	Prepaid by Rotary Lift			
	*Does not include any applicable sales tax			

Total Price: \$ 148,317.66

ADDITIONAL TERMS AND CONDITIONS: By submitting a purchase order to Vehicle Service Group, LLC. (VSG), customer accepts and agrees to these terms and conditions as additional terms to the existing agreement between the parties referenced on the face of this quotation (Existing Agreement), notwithstanding anything to the contrary contained therein. All additional or different terms and conditions contained in Customer's purchase order are hereby rejected. No additional or different terms or conditions, or any modifications, changes, or amendments to these terms of the existing agreement shall be binding on VSG, unless expressly accepted by VSG in writing.

DISCLAIMER: Notwithstanding anything to the contrary in the Existing Agreement, VSG shall not be liable for any loss, damage or additional costs arising from unforeseen conditions affecting installation, including but not limited to contaminated soil, bed rock, in-floor heating system, high water conditions, or any othertype of in-ground conditions. Customer acknowledges and agrees that Customer shall be responsible for any additional costs due to such conditions, in addition to the installation price set forth herein.

DELAY: Notwithstanding anything to the contrary in the Existing Agreement, if delivery of the equipment or completion of the work is delayed by more than thirty (30) days due to the acts or omission of Customer or any third party other than VSG or its sub-contractors, VSG may require Customer to render payment for equipment manufactured or delivered, and portions of the work completed, within thirty (30) days from the date of VSG's invoice, in the amounts set forth in such invoice.

*Cancelled orders or returned goods are subject to 20% restocking fee

Master Agreement CW7254
CAGE #: 7K311
Tax ID #: 90-0501347
DUNS #: 00-638-2634

Rotary Lift
 2700 Lanier Dr.
 Madison, IN 47250
 Tammy Boldery, Government Sales Leader
 800.445.5438 x 5655
tboldery@rotarylif.com



Proposal / Sales Agreement

Prepared on:

Thursday, August 22, 2024

Presented by:

Adam Newcomb

Submitted to:

Rotary Lift - The City Of Sacramento
2700 Lanier Drive
Madison, IN 47250

Attention to:

Tammy Boldery
812 269-7316
tboldery@rotarylift.com

Dear Tammy,

Thank you for the opportunity to provide you with the following proposal. Pacific Lift and Equipment Co. proposes to furnish the equipment and installation services as described in this agreement.

The City Of Sacramento -- Joseph E. Rooney Police Facility

SCOPE OF WORK:

- Obtain and provide engineering for (2) two-post inground lift installations.
- Provide forklift, aerial platform lift, mini-excavator, and other equipment as required for installation
- Sawcut, break, and remove (1) existing Weaver two-post inground lift.
- Sawcut, break, and remove (1) existing Weaver Fore & Aft inground lift.
- Install (2) new Rotary SL212 Two-Post Inground Smart Lifts (provided by others) per manufacturers installation instructions and obtained engineering. Including providing 2" conduit chase ways and sawcut trench back for lift hydraulics and air, power unit operation.
- Lift power units to be pedistool mounted in desired locations. Pedistools to be provided by
- Electrically wire (2) lifts back to existing junction box's, provide 20amp disconnect at each unit.
- Connect and run air latch release tubing for both lifts.

- **Installation of inground lifts includes standard pea gravel backfill, rebar, concrete,**
- **Excavation includes haul-off and disposal of all lift components, concrete spoils, and excavated soil.**

EXCLUSIONS AND CLAUSES SECTION:

- **No permits or permit handling; all applicable permits to be obtained by others.**
- No testing, handling and disposal of hazardous and/or toxic material above or below grade.
- No removal and disposal of buried structures (septic tank, cesspools, pit, footings, basements, lifts and storage tanks).
- In-ground Lift installation includes standard pea gravel backfill per manufacturer's installation instructions. If special backfill is required such as slurry or concrete and rebar encasement additional charges will be incurred.
- **VEHICLE LIFT LOCATIONS:** Vehicle Lift locations, specifications, and layouts shall be approved by purchaser or owner prior to commencing work. Dimensions and weights of vehicles to be serviced by vehicle lifts shall be the responsibility of the purchaser and owner.
- Clean up is to include removal of all shipping dunnage into waste receptacle binds provided by the customer/general contractor and a one-time broom sweep of the work area.
- No special inspection or testing equipment is included. If required, special testing is to be billed as an extra charge.
- No bid, performance and/or payment bonds.
- No repair, refurbishing, or cleaning of existing equipment unless specifically outlined in the installation section.
- No removal of existing utilities (air lines, water line, oil lines, plumbing brackets, trapeze, and related work) unless otherwise specified.
- No bid, performance and/or payment bonds.
- No repair, refurbishing, or cleaning of existing equipment unless specifically outlined in the installation section.
- No removal of existing utilities (air lines, water line, oil lines, plumbing brackets, trapeze, and related work) unless otherwise specified.
- **CALIFORNIA ENERGY CONSUMPTION:** No title 24 calculations or consideration.
- **GREEN COMPLIANCE:** Special recycling, dump sites, LEED, or Green Compliance requirements will incur additional charges and be billed to the customer as a reimbursable expense.

NOTES SECTION:

- Pacific Lift will perform the installation scope following accepted construction practices, However we assume no liability for damage to unforeseen electrical conduits, communication cabling or piping in the customers building or property. (If customers have known obstructions we can hire a GPRS ground penetrating radar service before we perform the work described, the request must be made in writing and the additional expenses are to be billed to the job as an extra)



SUMMARY SECTION:

REIMBURSABLE EXPENSES SECTION:

The following costs are reimbursable expenses which are not included in the project total. For budgetary purposes and your convenience we have provided estimated costs based on past project history, however, the actual costs incurred will be invoiced progressively with 15% markup for handling.

ESTIMATED SEISMIC CALCULATIONS

ESTIMATED SPECIAL INSPECTION

PERMIT PACKAGE TOTAL

TERMS AND CONDITIONS SECTION:

- Invoices are due: Net 10 days.
- Payments made by credit card are subject to a 3% processing fee which may be subject to sales tax.
- Purchaser agrees to pay 1 1/2% per month on invoice amounts over 30 days past due. In the event of delinquency, the purchaser agrees to pay Pacific Lift's collection expenses including attorney's fees and court costs.
- Pacific Lift and Equipment Co. retains collateral interest on equipment and installation until paid in full.
- No order once shipped by the seller may be cancelled or altered by the buyer without the seller's written consent. Cancelled or altered orders are subject to a cancellation or alteration fee assessed by the seller.
- Return shipments will not be accepted without written authorization from the seller or manufacturer point of origin. Returned merchandise is subject to a minimum 20% handling and restocking fee, costs associated with refurbishing merchandise if necessary, and repackaging cost. Buyer is responsible for all original transportation costs as well as prepaid return freight. Special order items are non-returnable.
- All materials delivered to the job-site become the responsibility of the purchaser and owner. Any replacement of stolen property will be at the purchaser and owner's expense.
- All warranties shall be administered and authorized by the manufacturer per their published warranty policy documents. Pacific Lift and Equipment Co.'s workmanship has a warranty period of (1) year.
- The purchaser acknowledges that they have read, understand, accept, and agree to the specifications, exclusions, terms of payment, and conditions specified in this proposal / sales agreement.
- This proposal is valid for a period of (5) days from the proposal / sales agreement date.

If you are in agreement with this proposal / sales agreement please sign and scan to
adam@pacificlift.com

Thank you,

Adam Newcomb
Pacific Lift and Equipment Co.

Vehicle Service Group NASPO ValuePoint Equipment Quotation

Quote # : 2024487

Date: 8/23/2024

Requested By: Manuel Azevedo

Quote Expires: 12/21/2024

Payment Terms: 1/2%-15th, NET 30

Warranty: 1yr. Parts & Labor

Prepared By: Tammy Boldery

*If completion of installation is delayed more than one month due to governmental entity delays (i.e. electrical, etc.), Rotary can request partial payment for work completed. (both equipment and installation).



Note: Quote for Equipment & Installation

Project Name: City of Sacramento, Corporate Center South Facility

Model No.	Description	Per Unit Price	Qty.	Extended Price
SL212N1110BL	12,000 lb. Capacity Smart Lift	\$ 15,494.58	1	\$ 15,494.58
T110280BK	Power Unit Stand for Use With Smart Lifts	\$ 270.75	1	\$ 270.75
XXX01CTT	Installation **See Attached Scope of Work**	\$ 63,817.60	1	\$ 63,817.60
Freight	Prepaid by Rotary Lift			
	*Does not include any applicable sales tax			

Total Price: \$ 79,582.93

ADDITIONAL TERMS AND CONDITIONS: By submitting a purchase order to Vehicle Service Group, LLC. (VSG), customer accepts and agrees to these terms and conditions as additional terms to the existing agreement between the parties referenced on the face of this quotation (Existing Agreement), notwithstanding anything to the contrary contained therein. All additional or different terms and conditions contained in Customer's purchase order are hereby rejected. No additional or different terms or conditions, or any modifications, changes, or amendments to these terms of the existing agreement shall be binding on VSG, unless expressly accepted by VSG in writing.

DISCLAIMER: Notwithstanding anything to the contrary in the Existing Agreement, VSG shall not be liable for any loss, damage or additional costs arising from unforeseen conditions affecting installation, including but not limited to contaminated soil, bed rock, in-floor heating system, high water conditions, or any othertype of in-ground conditions. Customer acknowledges and agrees that Customer shall be responsible for any additional costs due to such conditions, in addition to the installation price set forth herein.

DELAY: Notwithstanding anything to the contrary in the Existing Agreement, if delivery of the equipment or completion of the work is delayed by more than thirty (30) days due to the acts or omission of Customer or any third party other than VSG or its sub-contractors, VSG may require Customer to render payment for equipment manufactured or delivered, and portions of the work completed, within thirty (30) days from the date of VSG's invoice, in the amounts set forth in such invoice.

*Cancelled orders or returned goods are subject to 20% restocking fee

Master Agreement CW7254
CAGE #: 7K311
Tax ID #: 90-0501347
DUNS #: 00-638-2634

Rotary Lift
 2700 Lanier Dr.
 Madison, IN 47250
 Tammy Boldery, Government Sales Leader
 800.445.5438 x 5655
tboldery@rotarylif.com



Proposal / Sales Agreement

Prepared on:

Thursday, August 22, 2024

Presented by:

Adam Newcomb

Submitted to:

Rotary Lift - The City Of Sacramento
2700 Lanier Drive
Madison, IN 47250

Attention to:

Tammy Boldery
812 269-7316
tboldery@rotarylift.com

Dear Boldery,

Thank you for the opportunity to provide you with the following proposal. Pacific Lift and Equipment Co. proposes to furnish the equipment and installation services as described in this agreement.

The City Of Sacramento -- CORPORATE CENTER SOUTH FACILITY

SCOPE OF WORK:

- Obtain and provide engineering for (1) two-post inground lift installation.
- Provide forklift, aerial platform lift, mini-excavator, and other equipment as required for installation
- Sawcut, break, and remove (1) existing Weaver Fore & Aft inground lift.
- Install (1) new Rotary SL212 Two-Post Inground Smart Lift (provided by others) per manufacturers installation instructions and obtained engineering. Including providing 2" conduit chase ways and sawcut trench back for lift hydraulics and air, power unit operation.
- Lift power unit to be pedistool mounted in desired location. Pedistool to be provided by Rotary.
- Electrically wire (1) lift back to existing junction box, provide 20amp disconnect at unit.
- Connect and run air latch release tubing for lift.

- **Installation of inground lift includes standard pea gravel backfill, rebar, concrete,**
- **Excavation includes haul-off and disposal of all lift components, concrete spoils, and excavated soil.**

EXCLUSIONS AND CLAUSES SECTION:

- No permits or permit handling; all applicable permits to be obtained by others.
- No testing, handling and disposal of hazardous and/or toxic material above or below grade.
- No removal and disposal of buried structures (septic tank, cesspools, pit, footings, basements, lifts and storage tanks).
- In-ground Lift installation includes standard pea gravel backfill per manufacturer's installation instructions. If special backfill is required such as slurry or concrete and rebar encasement additional charges will be incurred.
- VEHICLE LIFT LOCATIONS: Vehicle Lift locations, specifications, and layouts shall be approved by purchaser or owner prior to commencing work. Dimensions and weights of vehicles to be serviced by vehicle lifts shall be the responsibility of the purchaser and owner.
- Clean up is to include removal of all shipping dunnage into waste receptacle bins provided by the customer/general contractor and a one-time broom sweep of the work area.
- No special inspection or testing equipment is included. If required, special testing is to be billed as an extra charge.
- No bid, performance and/or payment bonds.
- No repair, refurbishing, or cleaning of existing equipment unless specifically outlined in the installation section.
- No removal of existing utilities (air lines, water line, oil lines, plumbing brackets, trapeze, and related work) unless otherwise specified.
- No bid, performance and/or payment bonds.
- No repair, refurbishing, or cleaning of existing equipment unless specifically outlined in the installation section.
- No removal of existing utilities (air lines, water line, oil lines, plumbing brackets, trapeze, and related work) unless otherwise specified.
- CALIFORNIA ENERGY CONSUMPTION: No title 24 calculations or consideration.
- GREEN COMPLIANCE: Special recycling, dump sites, LEED, or Green Compliance requirements will incur additional charges and be billed to the customer as a reimbursable expense.

NOTES SECTION:

- Pacific Lift will perform the installation scope following accepted construction practices, However we assume no liability for damage to unforeseen electrical conduits, communication cabling or piping in the customers building or property. (If customers have known obstructions we can hire a GPRS ground penetrating radar service before we perform the work described, the request must be made in writing and the additional expenses are to be billed to the job as an extra)



SUMMARY SECTION:

REIMBURSABLE EXPENSES SECTION:

The following costs are reimbursable expenses which are not included in the project total. For budgetary purposes and your convenience we have provided estimated costs based on past project history, however, the actual costs incurred will be invoiced progressively with 15% markup for handling.

ESTIMATED SEISMIC CALCULATIONS

ESTIMATED SPECIAL INSPECTION

PERMIT PACKAGE TOTAL

PERMIT FEES: None, permitting provided by others.

Pacific Lift and Equipment Co. shall apply for the installation permits specifically listed in the Scope Of Work section of this proposal / sales agreement and prepay on your behalf. All permit fees, handling fees, and rush charges will be invoiced progressively with 15% mark up for handling.

TERMS AND CONDITIONS SECTION:

- Invoices are due: Net 10 days.
- Payments made by credit card are subject to a 3% processing fee which may be subject to sales tax.
- Purchaser agrees to pay 1 1/2% per month on invoice amounts over 30 days past due. In the event of delinquency, the purchaser agrees to pay Pacific Lift's collection expenses including attorney's fees and court costs.
- Pacific Lift and Equipment Co. retains collateral interest on equipment and installation until paid in full.
- No order once shipped by the seller may be cancelled or altered by the buyer without the seller's written consent. Cancelled or altered orders are subject to a cancellation or alteration fee assessed by the seller.
- Return shipments will not be accepted without written authorization from the seller or manufacturer point of origin. Returned merchandise is subject to a minimum 20% handling and restocking fee, costs associated with refurbishing merchandise if necessary, and repackaging cost. Buyer is responsible for all original transportation costs as well as prepaid return freight. Special order items are non-returnable.
- All materials delivered to the job-site become the responsibility of the purchaser and owner. Any replacement of stolen property will be at the purchaser and owner's expense.
- All warranties shall be administered and authorized by the manufacturer per their published warranty policy documents. Pacific Lift and Equipment Co.'s workmanship has a warranty period of (1) year.
- The purchaser acknowledges that they have read, understand, accept, and agree to the specifications, exclusions, terms of payment, and conditions specified in this proposal / sales agreement.
- This proposal is valid for a period of (5) days from the proposal / sales agreement date.

If you are in agreement with this proposal / sales agreement please sign and scan to adam@pacificlift.com

Thank you,

Adam Newcomb
Pacific Lift and Equipment Co.

Master Agreement for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Master Agreement Number CW7254
Solicitation Number Doc554414018

Be it known, the State of Louisiana (hereinafter sometimes referred to as "Lead State") and Vehicle Service Group, LLC., 2700 Lanier Dr, Madison, IN 47250 (hereinafter sometimes referred to as "Contractor") do hereby enter into this Master Agreement under the following terms and conditions.

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one (1) or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 **Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Term.** This Master Agreement is effective upon execution by the Lead State and will end on March 31, 2028 unless terminated sooner.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Attachments

- 3.1** This Master Agreement includes the following documents:
- 3.1.1** Attachment A: Scope of Work
 - 3.1.2** Attachment B: Master Agreement Pricing
 - 3.1.3** The RFP Solicitation and addenda, incorporated by reference but not attached
 - 3.1.4** Contractor's Proposal, incorporated by reference but not attached.

IV. Order of Precedence

- 4.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 4.1.1** A Participating Entity's Participating Addendum ("PA");
 - 4.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 4.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 4.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 4.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 4.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 4.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

V. Participation

- 5.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 5.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements,

- confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.
- 5.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 5.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 5.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 5.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 5.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 5.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 5.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 5.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

VI. NASPO ValuePoint Provisions

- 6.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- 6.2 Administrative Fees**
- 6.2.1 NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
- 6.2.2 State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.
- 6.3 NASPO ValuePoint Summary and Detailed Usage Reports**
- 6.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
- 6.3.2 Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 6.3.3 Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 6.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential

Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

6.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

6.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

6.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

6.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

6.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

6.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

6.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

6.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three (3) consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two (2) years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

- 6.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 6.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VII. Pricing, Payment & Leasing

- 7.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 7.1.1** Contractor may periodically update Contractor's product and service catalog without amendment to this Master Agreement, provided the catalog is accessible to the Lead State, Participating Entities, and Purchasing Entities on Contractor's website or the NASPO ValuePoint website. All discounts must be guaranteed and maintained for the entire term of this Master Agreement, and all products and services offered must comply with the requirements herein. All pricing is subject to an independent review for reasonableness and best value by the Lead State. Pricing for any product or service that is determined by the Lead State to be unreasonable, including any cost to which Contractor's discount is being applied, may result in removal of the product or service from this Master Agreement.
- 7.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent (1%) per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 7.3 Prohibition Against Advance Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, no compensation or payment of any nature shall be made in advance of services actually performed or products actually delivered.
- 7.4 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VIII. Ordering

- 8.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 8.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be

- solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 8.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 8.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 8.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 8.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 8.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 8.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 8.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
- 8.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 8.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 8.6.1** The services or supplies being delivered;
- 8.6.2** A shipping address and other delivery requirements, if any;
- 8.6.3** A billing address;
- 8.6.4** Purchasing Entity contact information;
- 8.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
- 8.6.6** A not-to-exceed total for the products or services being ordered; and
- 8.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 8.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 8.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These

federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

IX. Shipping and Delivery

- 9.1 Shipping Terms.** All deliveries within the contiguous United States will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. All deliveries to Alaska, Hawaii, US territories, or other offshore Purchasing Entities shall be FOB, freight pre-paid to the nearest port of embarkation. An estimate of shipping charges must be provided to the Purchasing Entity prior to shipment.
- 9.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 9.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 9.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 9.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

X. Inspection and Acceptance

- 10.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 10.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 10.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 10.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 10.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 10.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract

requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

- 10.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 10.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 10.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 10.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 10.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 10.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

XI. Warranty

- 11.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 11.2 Warranty.** For a period of time as specified in the Proposal, the Contractor warrants that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 11.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 11.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 11.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XII. Product Title

- 12.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

- 12.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 12.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XIII. Indemnification

- 13.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 13.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").
- 13.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 13.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 13.2.1.2** specified by the Contractor to work with the Product;
 - 13.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - 13.2.1.4** reasonably expected to be used in combination with the Product.
- 13.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 13.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses,

including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

- 13.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIV. Insurance

- 14.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 14.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 14.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 14.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 14.3.2** Contractor shall maintain Automobile Liability insurance with a minimum combined single limit per accident of not less than \$1 million;
- 14.3.3** Contractor shall maintain Workers Compensation insurance in compliance with the Workers Compensation law of the state of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1 million per accident/per disease/per employee.
- 14.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 14.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 14.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 14.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 14.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XV. General Provisions

15.1 Records Administration and Audit

- 15.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 15.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 15.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

15.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 15.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 15.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
- 15.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
- 15.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- 15.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell,

assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

- 15.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 15.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 15.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
- 15.2.2.4** Notwithstanding the foregoing, Contractor may keep one (1) copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.
- 15.2.3** **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 15.2.4** **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 15.2.5** **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.
- 15.2.6** **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

15.3 Assignment/Subcontracts

15.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

15.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

15.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

15.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

15.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon 60 days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

15.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

15.8 Defaults and Remedies

15.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

15.8.1.1 Nonperformance of contractual requirements;

15.8.1.2 A material breach of any term or condition of this Master Agreement;

15.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

15.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

15.8.1.5 Any default specified in another section of this Master Agreement.

- 15.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 15.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
- 15.8.3.1** Any remedy provided by law;
 - 15.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
 - 15.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
 - 15.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
 - 15.8.3.5** Suspension of Contractor's performance; and
 - 15.8.3.6** Withholding of payment until the default is remedied.
- 15.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
- 15.9 Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.
- 15.10 Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

15.11 No Waiver of Sovereign Immunity

15.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

15.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

15.12 Governing Law and Venue

15.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

15.12.2 Unless otherwise specified in the RFP, venue for any protest, claim, dispute, or action relating to the procurement, evaluation, or award, or concerning the terms of this Master Agreement, will be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana. If the Nineteenth Judicial District Court lacks jurisdiction over the protest, claim, dispute, or action, and such protest, claim, dispute, or action must be brought in a federal forum, venue will be in the United States District Court for the Middle District of Louisiana.

15.12.3 Venue for any protest, claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

15.12.4 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

15.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

15.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

15.15 Contractor's Cooperation. The Contractor has the duty to fully cooperate with the Lead State, NASPO ValuePoint, a Participating Entity, and a Purchasing Entity and provide any and all

requested information or documentation to the Lead State, NASPO ValuePoint, Participating Entity, or Purchasing Entity when requested. This applies even if this Master Agreement is terminated and/or a lawsuit is filed.

15.16 Federal Clauses.

15.16.1 Compliance with Civil Rights Laws. The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

15.16.2 Anti-Kickback Clause. The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

15.16.3 Clean Air Act. The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

15.16.4 Energy Policy and Conservation Act. The Contractor hereby recognizes 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 (P.L. 94-163).

15.16.5 Clean Water Act. The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

15.16.6 Anti-Lobbying and Debarment Act. The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

15.16.7 Buy America. Contractor's compliance or non-compliance with Buy America Requirements was submitted with Contractor's Proposal and is indicated in Attachment B: Master Agreement Pricing.

15.17 E-Verify. The Contractor shall comply with the provisions of federal law pertaining to E-Verify in the performance of services under this Contract.

15.18 Headings. Descriptive headings in this Master Agreement are for convenience only and shall not affect the construction of this Master Agreement or meaning of contractual language.

15.19 Severability. If any term or condition of this Master Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Master Agreement are declared severable.

15.20 Complete Agreement. This is the complete agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this agreement. This

**Master Agreement for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**

Master Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Master Agreement and there are no other agreements or understanding changing or modifying the terms.

IN WITNESS WHEREOF, the parties have executed this Contract.

CONTRACTOR SIGNATURE:

By: DocuSigned by:
Tim Vaughan
E862C8C1D473469
Name: Tim Vaughan

Title: VP of Sales, VSG Americas

Date: 4/13/2023

STATE OF LOUISIANA SIGNATURE:

By: DocuSigned by:
Tom Ketterer
FB101A16D91D416...
Name: Tom Ketterer

Title: Director of State Procurement

Date: 5/3/2023



Attachment A SCOPE OF WORK

I. Overview and Definitions

The Contractor shall provide the following categories of Deliverables to the Lead State, Participating Entities, and Purchasing Entities:

- A. Vehicle Lifts and Shop Equipment for light- and heavy-duty vehicles; and
- B. Garage Associated Equipment.

Definitions

- A. **ALI** means the Automotive Lift Institute, Inc.
- B. **ANSI** means the American National Standards Institute.

II. Master Agreement Deliverables

A. **Vehicle Lifts and Accessories.** All vehicle lifts and accessories available under the Master Agreement shall meet the current Automotive Lift Institute, Inc. (ALI) certifications and should comply with the American National Standards Institute (ANSI) standards. All standard lifts shall be ALI certified and posted on the ALI website (<http://www.autolift.org/>). Vehicle Lifts and accessories shall comply with all federal, state, and local laws, regulations, and safety standards. Any lifts and accessories purchased under this contract shall be delivered with all standard equipment for operational use along with additional accessories and manuals/literature requested.

Garage Associated Equipment. Garage Associated Equipment and Accessories shall comply with all federal, state, and local laws, regulations and safety standards. Only equipment complying with ANSI standards should be provided under this Master Agreement. Garage equipment shall be new and the most current production model. Any shop equipment and accessories purchased under this contract shall be delivered with all standard equipment for operational use along with additional accessories and manuals/literature requested.

III. Contractor Responsibilities and Tasks

- A. Contractor shall perform site inspections at no additional charge. The purpose of the site inspection is to obtain a product recommendation from the Contractor. Upon completion of a site visit, Contractor shall provide the following:
 - 1. Lift and accessory recommendation
 - 2. Contract pricing, and
 - 3. Installation cost.
- B. Contractor recommendations are not required to be purchased.
- C. Contractor shall provide installation and repair services of any equipment purchased under this contract and should be able to provide deconstruction and removal of existing equipment.
- D. Contractor shall provide training in the safe operation of purchased equipment, as requested.
- E. For vehicle lifts, Contractor shall be either the manufacturer of the lift as named on ALI lift certification documents or an authorized distributor for the manufacturer of the lift as named on ALI lift certification documents.
- F. For garage-associated equipment, the Contractor shall be either the manufacturer or an authorized distributor of the equipment.



- G. The Contractor shall supply a list of all authorized distributors by State.
- H. For vehicle lifts, Contractor shall provide a minimum warranty of one (1) year on all components and labor.
- I. For garage-associated equipment, Contractor shall provide a warranty on all components and labor.
- J. Contractor shall be responsible for any of the following costs that are a result of equipment/mechanical failures incurred under normal operation conditions during the warranty period:
 - 1. Inspections
 - 2. Adjustments
 - 3. Parts
 - 4. Labor
 - 5. Travel, pickup and/or delivery costs.
- K. All equipment must meet federal and state safety requirements at the time of purchase.
- L. Contractor shall provide authorized certified manufacturer technicians for all needed warranty and non-warranty repairs and preventative maintenance. Parts and workmanship shall be in compliance with OEM and the applicable ANSI and/or ALI standards.
- M. Contractor shall be able to service a physical address within the Continental United States during relevant local working hours.

IV. Lead State Responsibilities and Tasks

- A. The Lead State and Participating States will measure and evaluate the Contractor's performance quarterly to ensure contract requirements are being met.

Office of State Procurement
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

January 24, 2023

ADDENDUM NO. 03

Your reference is directed to RFX Number Doc554414018 for the Request for Proposal (RFP) for Vehicle Lifts and Garage Associate Equipment Issued by the State of Louisiana In collaboration with NASPO ValuePoint, which is scheduled to open at 10:00 A.M. (CT) on January 31, 2023.

The following changes are to be made to the referenced solicitation:

Add: Appendix 2 Federal Transit Administration Buy America Requirements. Appendix 2 is not required and only applies if the purchasing entity is using Federal Transit Administration funding.

THIS ADDENDUM IS HEREBY OFFICIALLY MADE A PART OF THE REFERENCED PROPOSAL.

Appendix 2

A.4 BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 C.F.R. part 661

Applicability to Contracts

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. FTA cautions that its Buy America regulations are complex. Recipients can obtain detailed information on FTA's Buy America regulation at: [The Federal Transit Administration's Buy America website](#).

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients' bid or request for proposal for FTA funded contracts. Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are acquiring. Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement.

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Office of State Procurement
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

January 19, 2023

ADDENDUM NO. 02

Your reference is directed to RFX Number Doc554414018 for the Request for Proposal (RFP) for Vehicle Lifts and Garage Associate Equipment Issued by the State of Louisiana In collaboration with NASPO ValuePoint, which is scheduled to open at 10:00 A.M. (CT) on January 31, 2023.

The following changes are to be made to the referenced solicitation:

RFP Document: RFP Overview, Attachment B, and Attachment D– Document has been revised. Words which are ~~struck through~~ are deletions. Standalone deletions will also be **bold and highlighted**. Words in **bold, underscored, and highlighted** are additions.

The Proposer’s written inquiries received by the inquiry deadline of January 13, 2023 and the State’s responses are included on pages 2 - 12.

THIS ADDENDUM IS HEREBY OFFICIALLY MADE A PART OF THE REFERENCED PROPOSAL.

WRITTEN INQUIRIES
RFP for
Vehicle Lifts and Garage Associated Equipment-NASPO ValuePoint
SOLICITATION NUMBER Doc554414018

1. **Question:** The RFP was released Friday 12/16/22 at 4:15 PM EST, just before two Holiday weeks. We respectfully request a 60 day extension due to needing additional time to prepare and submit our response since this RFP requires such a volume of detailed information.

Response: We do not anticipate a change in the schedule of events. If a change to the schedule of events does occur, it will be done via Addendum to this RFP.

2. **Question:** Attachment 1 – Market Basket contains flawed formulas in column “I”. The formula calculates the net price from the discount incorrectly. Example- a \$10,000.00 item with a 10% discount results in a net price of \$1,000.00. Will there be a revised, corrected version issued so all vendors have a version that will calculate correctly?

Response: This has been corrected. See Revised Appendix 1 – Market Basket dated 1.13.2023.

3. **Question:** Appendix 1 instructions of:

1) "Proposer must complete all shaded blue cells and provide the capacity, manufacturer, model, list price, and discount percentage for each offered vehicle lift."

If we do not offer a lift in a specific range on Appendix 1, i.e., we offer a 9,000 lb and our next capacity is 13,000 lb, do we leave the blue cells blank in the 10,000 lb to 11,999 lb range or what is the instruction for completion of the blue cells in ranges not offered?

Response: Yes. Proposers should leave blank the blue cells for lifts they do not offer.

4. **Question:** Attachment A, Section IV, E, 5, second sentence reads:
“Unless otherwise negotiated by the Participating Entity, Contractor **may** adjust the Master Agreement pricing incorporated into the Participating Entity’s Participating Addendum by an amount not to exceed the Participating Entity’s fee.”

This conflicts with Attachment D, Section V, 5.2.2, third sentence which reads:
“Unless agreed to in writing by the state, Contractor **may not adjust** the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state.”

Which Attachment is correct?

Which Attachment is incorrect?

Will there be an Addendum issued to correct the incorrect Attachment?

Response: See changes in this Addendum No. 02.

5. **Question:** How is installation and training handled on the contract, will there be a flat rate for labor with exclusions?

Response: It is the Proposers responsibility to provide details on how installation and training will be handle in Attachment H: Proposer Response Worksheet. Additionally, per Attachment I: Financial Proposal, "Proposer should provide pricing information for offered services that are not included in equipment pricing, including, but not limited to, delivery, installation, training, deconstruction and removal of existing equipment, equipment repair, extended warranty, etc."

6. **Question:** Is there a basket of good for the garage related equipment?"

Response: No. Evaluation of Garage Associated Equipment will consist of discount percentage offered, based on Proposer's submitted catalog/price list. See attachment I: Financial Proposal of this RFP.

7. **Question:** Can we submit different discount percentages for lifts and garage related equipment?

Response: Yes.

8. **Question:** Does this RFP require Buy America?

Response: No, this RFP does not require Buy America.

9. **Question:** Attachment D - Section 7.8 Will the new NASPO contract have the same vendor attestation as the current NASPO contract on the buy America clause (which allows transit agencies to use federal \$'s - attachment A)?

Some of the \$108 Billion \$ funds will end up in public transit and the FTA Buy America attestation is important to this contract

Response: Additional information regarding FTA Buy America will be issue via an Addendum to this RFP by 02/24/23.

10. **Question:** In multiple places thru-out the solicitation, freight terms contradict each other. The current LA NASPO contract is fully inclusive of freight. LA's prior contract was a GSA derivative which again was fully inclusive of all freight. Government Agencies prefer a turn-key contract, the most popular contracts of NASPO, GSA, Sourcewell, and Equalis are all fully inclusive of freight. Only once did a contract (HGAC) change from FOB delivered to

FOB prepaid and add - this contract was once a multimillion \$ contract and currently it is only generating around a couple hundred thousand \$'s in sales.

Response: See changes in this Addendum No. 02.

11. As contractors are supposed to quote the approx freight charges - some lifts have a 60–120-day lead time, how does the agency account for the fact of diesel fuel price changes ex: \$3.50/gal to \$6.50/gal. States do not like surprises w/in their budget. The lift industry on GSA, Sourcewell, and NASPO contracts are all accepting of freight being prepaid (which is the most successful form of contract).

- pg11 - Section 4 - solicitation states costs must include freight
- pg17 - Section III A & B, Section IV B - solicitation states delivery is FOB destination freight prepaid and add
- pg30 - Section VIII 8.1 - solicitation states deliveries are all freight prepaid by the contractor
- pg51 - Section C Question 9 - the question is asking if freight is included in the equipment price - unsure how to respond based on the different sections w/in the solicitation that have contradicting freight call outs. As an industry we seek to have the most successful contract, which is fully inclusive of freight to the lower 48 states.

Response: Section 4 on page 11 states that the Proposer must include all costs in the proposal. This does not require a proposer to include shipping, installation, or other costs in the cost of the equipment. Sections III A, III B, and IV B on page 17 provide a preference that delivery be FOB Destination freight prepaid. This allows Proposers to offer different shipping rates to different states or regions of the United States. Section VIII 8.1 on page 30 is within the sample Master Agreement. The Shipping Terms of the Master Agreement will be negotiated with the successful Proposer(s) based on the information included in the proposal.

12. Question: The current NASPO contract has verbiage allowing for the rare use of Non-Certified lifts. During the formation of the contract it was determined that a Vendor is allowed to sell a non-certified lift (A) with the advance permission of the contracting officer and (B) that a vendor's total sales of non-certified lifts shall not exceed 10%. No vendor makes 100% of their Lifts certified. The reason for this is some lifts are certifiable, yet the cost of certification vs the infrequency in sales of these models is the reason there is no ROI for the lift vendors. For example, Barksdale Airforce Base, has a 120 thousand lb multi-post drive on lift for air craft refueling trucks. Neither GSA, Sourcewell, Equalis or HGAC have a mandate on certified lifts. The reason is they have researched the industry to learn that to be a member of the ALI institute, a member must ship 75% of all lifts as certified models. "Vendor Name" always ships more than 75%. This clause was included in WA, due to Washington state DOT consistently purchasing a non-certified but certifiable Tandem Mobile column. Will the sales of non-certified lifts be permitted under the new NASPO contract?

Response: No. See Attachment B: Scope of Work, III. Master Agreement Deliverables, A. Vehicle Lifts and Accessories.

13. Question: “Vendor Name” discount % off list is all the same, the sole difference in any MAS contract is the administrative remittance for the cooperative. NASPO receives .0025%, Sourcewell receives 1.4%, and GSA receives .075%. Yet all of these are the same discount. Does this business model meet pg 28 Section 5.4.5, of Most Favored Customer status?

Response: Section 5.4.5 of the Sample Master Agreement on page 28 requires a Contractor to notify the Lead State and NASPO ValuePoint if the Contractor enters into a separate contract that has most-favored-customer provisions.

14. Question: On pg 28 Section 5.6, Canadian participation:

1. (A) Are we invoicing in US Dollars or Canadian Dollars?
2. (B) Who takes the risk from the time of ordered to the time of delivery in changes of the exchange rate?
3. (C) Who is responsible for product ordered clearing customs and the associated brokerage fees?

Response:

1. (A) The Contractor and Canadian Participating Entity will mutually determine the currency in a Participating Addendum.
2. (B) The Contractor and Canadian Participating Entity will mutually determine the risk allocation in a Participating Addendum.
3. (C) The Contractor and Canadian Participating Entity will mutually determine the responsibility for customs and brokerage fees in a Participating Addendum.

15. Question: Both rounds of the NASPO Vehicle Lift Contract have been a manufacturer’s direct contract with representatives in the field supporting the contract. The reason for this is only the manufacturers have the ALI certifications posted online. These certification listings can change daily. The sole exception is “Vendor Name” has been a 20 year joint venture partner with “Vendor Name” (who also makes lifts) and NASPO has always asked “Vendor Name” for a letter of Supply (as Hunter does not enter into MAS contracts).

1. Does NASPO now seek a contract with distributors? Or will it remain as a manufacturers direct contract?
2. Based on the lifts “Vendor Name” manufactures is “Vendor Name” considered in category A (Vehicle lifts and Accessories)?
3. Is NASPO again seeking a letter of supply from “Vendor Name”? The “Vendor Name” relationship is not unique as vendor “Vendor Name” has been offering PKS lifts for the 6 years of the current contract.

Response:

1. Proposer may be the manufacturer or an authorized distributor.
2. Vehicle lifts are considered in category A.
3. If an authorized distributor provides a Proposal, they should provide documentation proving they are an authorized distributor.

16. Question: Does the state of LA has this public information in its consideration of the Vehicle lift bid?

Please see the enclosed documents

Doc #1 – NASPO Contract 06405 Spend 2006-2016

Doc #2 – NASPO Contract 05316 Spend 2017-2019

Doc #3 – GSA Special Item Number Spend Reports 2016-2020

Doc#4 – Original WSCA contract – please see page #3 summary – highlighted

Doc #5 – WSCA Scoring Matrix

Response: Yes.

17. Question: Our standard product offering goes far beyond the RFP's scope of vehicle lifts and garage associated equipment; therefore, our published catalogs and price lists include items outside of the scope of this RFP. We do not offer published catalogs or price lists that are limited to products covered by this RFP.

The instructions in Appendix 1, #2 reads:

1) Vehicle lifts included in the Market Basket must also be included in the Proposer's established catalog/price list submitted with the Financial Proposal.

Our published catalogs are updated every one to two years and our price lists are updated once or twice a year. Due to evolving technologies, the vehicle lifts and garage associated equipment market changes constantly with new products being developed and released to the marketplace. Since new versions of our published catalogs and price lists are periodically updated, these new and innovative products are not captured until the next publishing. We respectfully request a waiver to this requirement, so we are able to include the newest, most productive, cost effective and safest products in our Market Basket proposal.

Response: The requirement is that lifts included in the Market Basket also be listed in the established catalog/price list submitted with the Financial Proposal. If a Contractor has a change, or update, in catalog/price list during the course of the contract, they may submit for a change to the catalog/price list used in the Contract. See Attachment D: Sample Master Agreement, section 6.1.1.

18. Question: Who evaluates the solicitation? Is it the state of Louisiana or a consortia of state officials? If so, who are those officials?

a. P13 – Section V. Rights Reserved to the Lead State, A. RFP Contact and Multistate Sourcing Team.

Response: A multistate sourcing team is being used to evaluate proposals. The identity of the members of the multistate sourcing team is confidential until the Notice of Intent to Award is issued.

19. Question: Most garage equipment is not "certified" ANSI, but rather many of these are voluntary standards and/or design standards. There is no centralized "ANSI Certification" since ANSI governs standards, not products. For example, ALI is an ANSI-supervised standard. Please clarify what you are intending.

a. P17, B – Garage Associate Equipment and Accessories.

Response: The RFP is requesting only certified equipment meeting ANSI standards shall be provided under this contract.

20. Question: Site inspections can be requested, but many agencies opt not to need a site inspection as they are not needed. Consider changing "shall" to "should"?

a. P17, IV. – Contractor Responsibilities and Tasks – A.

Response: Contractors shall perform site inspections at no additional charge when requested. The purchasing entity is not required to request a site inspection. See clarification in this Addendum No. 02.

21. Question: Adjustments are not generally a part of the warranty unless there is a specific issue with the lift. Inspections are similar - preventative maintenance is oftentimes left out of manufacturer warranty. Consider striking these.

a. P18 – IV. – Contractor Responsibilities and Tasks – J. 1 and 2.

Response: The requirement for adjustments and inspections at no additional cost is only in the event of equipment or mechanical failures that occur during the warranty period. If an inspection is needed to determine the cause of the equipment or mechanical failure occurring during the warranty period, the cost of said inspection will be the responsibility of the Contractor. Similarly, if an adjustment is needed as a result of an equipment or mechanical failure occurring during the warranty period, the cost of the adjustment will be the responsibility of the Contractor.

22. Question: Is there a rubric or criteria outlining how to receive technical points across each of the categories? For example, what does a 15-point response look like, vs. a 12-point, vs. a 10- point response?

- a. P19 – Stage 3. Technical Criteria Evaluation
- b. Same question – P21 for Garage Equipment Section

Response: See Attachment A – Evaluation Methodology of this Addendum No. 02.

23. Question: Please confirm that this is taken to mean 35 points (50% of the total 70 points above) and not 50 points.

- a. P20 – Stage 3. Technical Criteria Evaluation
- b. Same question – P21 for Garage Equipment Section

Response: Yes. Proposer must score a minimum of fifty percent (50%) of the 70 Technical Points possible to proceed to the Cost Evaluation.

24. Question: I think there are a couple of big issues with this calculation upon reviewing the associate Excel Sheet.

a. This market basket does not reflect the market for lifts and instead will lead to mathematical gymnastics to fit the proposal. According to many reports (including ALI's market share report that is distributed amongst members), the market is broken down as follows:

- i. XX% - Two Post Surface Mount Lifts LESS than 12,000 Lbs. Capacity
- ii. XX% - Multi Post Runway Lifts LESS than 12,000 Lbs. Capacity
- iii. XX% - Wheel Engaging Mobile Column Lifts
- iv. XX% - All Other Lifts (With Inground Lifts LESS than 12,000 Lbs. Capacity being the next in market share).

v. We would suggest that the market basket is more representative of the true market, please see attached proposed market basket which also shows these market share #s.

b. By comparing a net price per pound of capacity, you are in effect incentivizing heavier lifts in class, when they may not be the best option (or even a common option) among members. This is because among many lifts, the price for a higher capacity lift is not proportionally more expensive.

c. Many of the lifts in the market basket do not exist from any manufacturer – for example all parallelogram lifts below 50,000 Lb. Capacity.

d. Mobile Column (per pair) should be changed to Mobile Column (per set of 4), or the capacities should be divided by 2. This is because after approximately 19,500 lbs. capacity, there is only one known ALI certified manufacturer.

Response: No changes to the Financial Proposal evaluation will be made.

25. Question: This point stands in opposition to the previous point about freight being added to the invoice. Please clarify.

a. P30 – VIII.- Shipping and Delivery – 8.1 Shipping Terms

Response: See changes in this Addendum No. 02.

26. Question: Section 1 and Section 3 (Vehicle Lifts, Garage Equipment) have a lot of overlap in their questions. If the answers are the same, are they evaluated the same way for points?

Response: No. They will be evaluated individually.

27. Question: Attachment K – Claim of Business Confidentiality

a. Do claims of business confidentiality at all impact the evaluation scores?

Response: No.

28. Question: During the pre-proposal conference call, it was stated by the lead state that it is mandatory to bid at least one lift in Category A, Vehicle Lifts, to be considered for Category B, Garage Associated Equipment. Please confirm the one lift requirement.

Response: Proposers not selected for award in Category A will not be awarded a Master Agreement. See Attachment C of this RFP.

29. Question: I could not find a market basket for Garage Related Equipment only found Vehicle Lifts market basket. Is there an attachment for that?

Response: See answer to Question 6.

30. Question: In Attachment B it says installation and repair services are provided but I am not sure if that means there will be a cost added to the market basket or does it mean it must be provided but without a line item price on the contract? A little confusing.

Response: See answer to Question 5.

31. Question: In Attachment I Financial Proposal is the only mention of Buy America and I wanted to make sure this is a requirement of this RFP. Under Proposed Costs it just states it should include whether the equipment complies with Buy America but does not state it must. Please advise!

Response: See answer to Question 8.

32. Question: (Within Attachment B – pg17) At times industry distributors purchase lifts by truckloads, as they are stocking distributors who recognize freight savings by paying for a full truckload of lifts. If a lift is being installed from an distributor’s stock to fulfill a NASPO order, should a distributor estimate the freight as the lift were coming from the manufacturers location vs their own warehouse? Currently, this is how the HGAC cooperative contract is structured, allows for a considerably higher freight bill to be submitted to the purchasing agency creating a profit center on freight. Is this how NASPO wants to structure the freight estimates?

Please respond in detail knowing that some lifts are stocked, and some lifts are built to order.

Response: Proposers should include information describing delivery procedures in Attachment H: Proposer Response Worksheet. Proposers should include information regarding delivery cost in Attachment I: Financial Proposal.

33. Question: As some lift manufacturers have purchased their own flatbed trucks and trailers to get the product to market, Will NASPO accept freight quotes when the freight line is owned by the lift manufacturer vs. private sector freight carriers?

Response: Yes.

34. Question: (Attachment B – pg16) The RFP states the award(s) can be made to a distributor. In the industry’s experience only twice (relatively recently) was a nationwide MAS award given to a reseller vs. manufacturer. That mistake was made by Sourcewell & followed up by Equalis (another MAS cooperative). Yet the awarded distributor has the lowest sales amount of any awarded vendor. Is NASPO interested in an award to a firm that will submit minimal sales reports?

Response: The Lead State and Multistate Sourcing Team will determine which proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities.

35. Question: (Attachment B – pg16) As lift certifications are in the name of the certified manufacturer and certifications can change daily, how will NASPO be able to track if a certified lift is being provided? This happened when a “Vendor Name” reseller had lifts in his Vancouver, Washington warehouse, and attempted to install them after a PO was received. As the ALI/ANSI standards had changed since the lifts in the resellers warehouse had arrived, the distributor attempted to install lifts that did not meet the NEWEST ALI/ANSI standard which had changed the previous month. “Vendor Name” would not allow this installation and shipped lifts certified to the newest standard directly from the factory. As the ALI/ANSI standard will change during the last few years of this soon to be awarded contract, does NASPO want the same to happen?

If the answer is no, then only a letter of supply from an ALI certified manufacturer to support a reseller through the completion of this contract with ALI certified products be acceptable by ALI & ANSI. In prior NASPO contracts vendors were required to supply this letter of supply.

a. (Attachment B – starting on pg16) As a local reseller is not a nationwide sales company, how would NASPO expect the local company to provide sales, service, installation & training support nationwide?

b. While lifts & equipment can be outsourced for service & installation, what motivation would a southern or west coast equipment sales company have to try and process a NASPO sale through an east coast reseller? Equipment distributors are profit motivated individuals & don't like sharing compensation with others.

c. As most major manufacturers attend trade shows to generate business & revisit with customers. If a distributor was to be awarded & located in a specific state; What would make them exhibit and support the NASPO contract given the trade shows generally travel around the USA?

Response:

A. The Lead State and Multistate Sourcing Team will determine which proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities.

B. We will not speak on behalf of companies.

C. The Lead State and Multistate Sourcing Team will determine which proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities.

36. Question: (Attachment C – pg20) The price scoring does not consider country of origin, a longer warranty, heavier built products (more steel = more cost+ more freight). How is NASPO taking product lifecycle into account within the scoring pricing section?

Attachment D – Section 7.8

Response: Product lifecycle is not being taken into account within the pricing section. Items such as country of origin, warranty length, and equipment quality may be considered by the multistate sourcing team in the technical evaluation at the sole discretion of the multistate sourcing team.

37. Question: This question refers to Attachment C (RFP Evaluation Plans) and page 6 (#4). On the 2016 NASPO solicitation, as we understand, awards were made based on the criteria of discount percentage (higher discount being better). The problem with this criteria is that MSRP can be variable.

Example Lift

Vendor 1: \$35,000 with discount 20% = \$28,000

Vendor 2: \$40,000 with discount 30% = \$28,000

Can you please confirm awards will be rated on net price, and not solely on the amount of discount? This is also a concern for category B (for garage associated equipment), as the cost points earned are based on proposer's average discount divided by highest average discount. More points are earned by having a higher discount - which is highly variable based on the MSRP.

Response: The financial evaluation for Vehicle Lifts is Lowest Average Net Price Per Lift Capacity/ Proposed Price Per Lift Capacity X Cost Points Possible. The financial evaluation for Garage Associated Equipment is Proposer's Average Discount / Highest Average Discount x Cost Points Possible. See Attachment C: RFP Evaluation Plan.

Attachment A of Addendum No. 02
Evaluation Methodology
RFP for Vehicle Lifts and Garage Associated Equipment
File Number: DOC554414018
Vehicle Lifts

Technical Proposal Evaluation (Maximum Value of 70 Points)

- 1) Proposals will be evaluated based on the criteria indicated in the RFP.
- 2) The following categories will be evaluated by the Evaluation Committee
 - a. Proposer Experience, Skills, and Qualifications (15 Points)
 - b. Response to Scope of Work (22 Points)
 - c. Approach and Methodology (28 Points)
 - d. Implementation and Promotion of the NASPO ValuePoint Master Agreement (5 Points)
- 3) Each category will be scored using Adjective Rating as a guide as follows:

Adjective Rating	Score (Percentage of Available Points)
Excellent	100%
Very Good	80%
Good	60%
Poor	40%
Very Poor	20%
Inadequate	0%

- 4) Technical Proposal Evaluation Procedure
 - a. Prior to receiving proposals, each Evaluation Committee member and Subject Matter Expert, if applicable, will a) verify that no conflict of interest exists with any party involved with the procurement; and b) agree to keep the identity of the evaluation committee and the evaluation itself confidential.
 - b. Evaluation Committee members will first conduct an individual evaluation of each proposal, considering the strengths and weaknesses of each proposal.
 - c. Following individual evaluations, members of the Evaluation Committee will meet to develop consensus scoring and determine proposal strengths and weaknesses.
 - d. The Evaluation Committee will consider each category for all proposers before discussing the next category.
 - e. The Evaluation Committee will document strengths and weaknesses and assign a score for each category of each proposal.

Financial Proposal Evaluation (30 Points)

The total proposed cost of each Financial Proposal will be determined by average net price per lift capacity from Market Basket.

The Base Cost Score will be determined by the Evaluation Committee based on the formula included in the RFP:

Lowest Average Net Price Per Lift Capacity / Proposed Price Per Lift Capacity X Cost Points Possible

Award Recommendation

The scores for the Technical Proposals and Financial Proposals will be combined to determine the overall score. The Lead State and Multistate Sourcing Team will then determine which proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities. Methods used to make this determination may include, but are not limited to, one or more of the following:

- Identification of a natural break in total scores.
- Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified.
- Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities.

Evaluation Methodology
RFP for Vehicle Lifts and Garage Associated Equipment
File Number: DOC554414018
Garage Associated Equipment

Technical Proposal Evaluation (Maximum Value of 70 Points)

- 1) Proposals will be evaluated based on the criteria indicated in the RFP.
- 2) The following categories will be evaluated by the Evaluation Committee:
 - a. Proposer Experience, Skills, and Qualifications (15 Points)
 - b. Response to Scope of Work (22 Points)
 - c. Approach and Methodology (28 Points)
 - d. Implementation and Promotion of the NASPO ValuePoint Master Agreement (5 Points)
- 3) Each category will be scored using Adjective Rating as a guide as follows:

Adjective Rating	Score (Percentage of Available Points)
Excellent	100%
Very Good	80%
Good	60%
Poor	40%
Very Poor	20%
Inadequate	0%

- 4) Technical Proposal Evaluation Procedure
 - a. Prior to receiving proposals, each Evaluation Committee member and Subject Matter Expert, if applicable, will a) verify that no conflict of interest exists with any party involved with the procurement; and b) agree to keep the identity of the evaluation committee and the evaluation itself confidential.
 - b. Evaluation Committee members will first conduct an individual evaluation of each proposal, considering the strengths and weaknesses of each proposal.
 - c. Following individual evaluations, members of the Evaluation Committee will meet to develop consensus scoring and determine proposal strengths and weaknesses.
 - d. The Evaluation Committee will consider each category for all proposers before discussing the next category.
 - e. The Evaluation Committee will document strengths and weaknesses and assign a score for each category of each proposal.

Financial Proposal Evaluation (30 Points)

The total proposed cost of each Financial Proposal will be determined by average discount percentage for garage-associated equipment from submitted catalog/price list.

The Base Cost Score will be determined by the Evaluation Committee based on the formula included in the RFP:

Proposer's Average Discount / Highest Average Discount X Cost Points Possible

Award Recommendation

The scores for the Technical Proposals and Financial Proposals will be combined to determine the overall score. The Lead State and Multistate Sourcing Team will then determine which proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities. Methods used to make this determination may include, but are not limited to, one or more of the following:

- Identification of a natural break in total scores.
- Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified.
- Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities.

Office of State Procurement
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

December 19, 2022

ADDENDUM NO. 01

Your reference is directed to RFX Number Doc554414018 for the Request for Proposal (RFP) for Vehicle Lifts and Garage Associate Equipment Issued by the State of Louisiana In collaboration with NASPO ValuePoint, which is scheduled to open at 10:00 A.M. (CT) on January 31, 2023.

RFP Document, Attachment C RFP Evaluation Plan, Evaluation of Category A: Vehicle Lifts, has been revised on Page 20– Document has been revised. Words which are ~~struck through~~ are deletions. Words in **bold, underscored, and highlighted** are additions.

THIS ADDENDUM IS HEREBY OFFICIALLY MADE A PART OF THE REFERENCED PROPOSAL.

REQUEST FOR PROPOSALS
for
VEHICLE LIFTS AND
GARAGE ASSOCIATED EQUIPMENT

Issued by
the STATE OF LOUISIANA



In collaboration with



SOLICITATION NUMBER Doc554414018

RFP WEBSITE: <http://discovery.ariba.com/rfx/14916213>

**Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**

Issued by the **State of Louisiana**
Solicitation Number Doc554414018



Table of Contents

RFP OVERVIEW	3
Attachment A, RFP TERMS AND CONDITIONS.....	8
Attachment B, SCOPE OF WORK.....	16
Attachment C, RFP EVALUATION PLAN	19
Attachment D, SAMPLE MASTER AGREEMENT	23
Attachment E, PARTICIPATION INFORMATION	41
Attachment F, PROTEST INFORMATION.....	43
Attachment G, PROPOSER INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS	44
Attachment H, PROPOSER RESPONSE WORKSHEET	48
Attachment I, FINANCIAL PROPOSAL	59
Attachment J, PROPOSED MODIFICATIONS TO SAMPLE MASTER AGREEMENT.....	61
Attachment K, CLAIM OF BUSINESS CONFIDENTIALITY.....	63



RFP OVERVIEW

I. INTRODUCTION

This Request for Proposals (RFP) is being issued by the State of Louisiana (“Lead State”) in collaboration with the NASPO ValuePoint cooperative purchasing program. The purpose of this RFP is to establish one or more Master Agreements with manufacturers and authorized distributors of **Vehicle Lifts and Garage Associated Equipment**.

Master Agreements are anticipated to include vehicle lifts, garage associated equipment, and/or accessories certified to meet Automotive Lift Institute (ALI) and **comply with the** American National Standards Institute (ANSI) standards, as well as training, installation, and site inspection services, **as requested**. Awards will be made by category:

- All proposals must include **Category A: Vehicle Lifts**
- **Category B: Garage Associated Equipment** is optional.

Proposers may be awarded a Master Agreement for Category A only or both Categories A and B. Category B will not be awarded as a standalone category.

About NASPO ValuePoint

NASPO ValuePoint is a division of the National Association of State Procurement Officials (NASPO), a non-profit association dedicated to advancing public procurement through leadership, excellence, and integrity. In accordance with NASPO ValuePoint’s Lead State Model™, the Lead State is issuing this RFP, evaluating responses, and establishing Master Agreements with the support and assistance of a Multistate Sourcing Team™ composed of individuals from other member states, representing a broad range of perspectives that ensure the RFP incorporates best practices recognized by public entities across the country.

Participation in NASPO ValuePoint Master Agreements is convenient and cost-effective for eligible entities—including state departments, institutions, agencies, and political subdivisions, federally recognized tribes, and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories—and suppliers, with no membership or registration required. In 2021, contractors reported a combined **\$13.87 billion** in sales through NASPO ValuePoint Master Agreements awarded through cooperative solicitations like this RFP, including a combined **\$21.6 million** in sales through the current Vehicle Lift and Garage Associated Equipment portfolio.

More information about NASPO, NASPO ValuePoint, and the NASPO ValuePoint Lead State Model can be found at www.naspo.org and www.naspovaluepoint.org and in Attachment E, Participation Information.

II. GENERAL INFORMATION AND INSTRUCTIONS

- A. RFP Contact.** The following individual is the sole contact for this RFP:

Andrew Guzzardo
State Procurement Analyst
Office of State Procurement
State of Louisiana
andrew.guzzardo@la.gov

- B. RFP Website.** The Louisiana eProcurement Solutions by Ariba (LESA) website is the sole official source for RFP information and updates. It may be accessed by navigating to the following web address and clicking Respond to Posting:

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Issued by the State of Louisiana
Solicitation Number Doc554414018



<http://discovery.ariba.com/rfx/14916213>

C. RFP Documents. This RFP consists of this RFP Overview, the following attachments, and any information or materials posted by the Lead State to the RFP Website, as amended:

1. Attachment A, RFP Terms and Conditions
2. Attachment B, Scope of Work
3. Attachment C, RFP Evaluation Plan
4. Attachment D, Sample Master Agreement
5. Attachment E, Participation Information
6. Attachment F, Protest Information
7. Attachment G, Proposer Information, Acknowledgements, and Certifications
8. Attachment H, Proposer Response Worksheet
9. Attachment I, Financial Proposal
10. Attachment J, Proposed Modifications to Sample Master Agreement
11. Attachment K, Claim of Business Confidentiality

D. Important Dates.

1. **RFP Open Date:** December 16, 2022
2. **RFP Pre-proposal Conference:** January 9, 2023 at 10:00 AM (CST)
3. **RFP Q&A Deadline:** January 13, 2023 at 11:59 PM (CST)
4. **RFP Close Date:** January 31, 2023 at 10:00 AM (CST)

Attendance at the RFP Pre-proposal Conference is optional, and registration is required at <https://doa-ospla.zoom.us/meeting/register/tZMtcOutjr8pHtC7HCrwXDrDKF5gNuSISP8Z>.

Dates and deadlines are subject to change. Proposers should continue checking the RFP Website for the most up-to-date information.

E. How to Ask Questions.

1. **Read and review this RFP, including all attachments, exhibits, and amendments.**
2. For questions about the content of this RFP, submit your questions through the Event Messages section of this RFP in LESA. Questions must reference the specific section of the RFP to which the question relates.
3. For assistance with technical issues associated with the RFP Website, contact lesa@la.gov.

F. How to Respond.

1. **Read and review this RFP, including all attachments, exhibits, and amendments.**
2. Prepare a proposal that:
 - a. Follows the requested format;
 - b. Includes the Solicitation Number on all materials making up the proposal;
 - c. Addresses each question and request for a response in this RFP, including all questions in Attachment H, Proposer Response Worksheet;
 - d. Clearly demonstrates your ability to meet the Scope of Work described in Section III and Attachment B; and
 - e. Includes all required submissions identified in Section IV.
3. Submit your proposal by the RFP Close Date through the RFP Website or via hard copy.



III. SCOPE OF WORK

A detailed description of the Deliverables being sought through this RFP is attached as Attachment B, Scope of Work.

The scope of this RFP and its resulting Master Agreement(s) is intended to benefit all state departments, institutions, agencies, and political subdivisions and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories. Therefore, **Proposers should not interpret the Scope of Work to be associated with or limited to any specific purchase, implementation, project, need, or program** within the Lead State or any other state or eligible entity. Proposals should be generally applicable to all potential Participating Entities and Purchasing Entities, except where specificity is requested.

The term of the Master Agreement(s) resulting from this RFP is anticipated to be five (5) years.

IV. PROPOSER RESPONSE

A. Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the RFP. The Lead State encourages all Proposers to submit proposals electronically through the RFP Website. However, Proposer may submit proposals either through the RFP Website or via hard copy as described in Attachment A, RFP Terms and Conditions. The proposal must be submitted through the RFP Website or received in hard copy by the Office of State Procurement on or before the RFP Close Date.

B. Required Submissions. The following must be submitted with your proposal:

1. Any response required to be submitted directly through the RFP Website, if submitting your proposal electronically;
2. Completed and signed Attachment G, Proposer Information, Acknowledgements, and Certifications
3. Completed Attachment H, Proposer Response Worksheet
4. Completed Attachment I, Financial Proposal, submitted as a separate document and separate file, if submitting your proposal electronically
5. Completed Attachment J, Proposed Modifications to Sample Master Agreement
6. Redlined copy of Attachment D, Sample Master Agreement, if proposing modifications
7. Completed and signed Attachment K, Claim of Business Confidentiality
8. Redacted copy of proposal clearly marked as such, if claiming confidential, proprietary, or protected information

Note: Microsoft Word versions of the attachments are available in the RFP Website by clicking References in the appropriate section.

C. Other Documents. The following are informational only and do **not** need to be submitted with your proposal:

1. This RFP Overview
2. Attachment A, RFP Terms and Conditions
3. Attachment B, Scope of Work
4. Attachment C, RFP Evaluation Plan
5. Attachment D, Sample Master Agreement
6. Attachment E, Participation Information
7. Attachment F, Protest Information



V. EVALUATION AND AWARD PROCESS

- A. Proposals will be sealed until the RFP Close Date. After opening, proposals will be evaluated in stages as set forth in this section and further detailed in Attachment C, RFP Evaluation Plan. **Proposals will be evaluated and awarded by category.**
1. **Stage 1: Initial Responsiveness Evaluation.** Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in accordance with Attachment A, RFP Terms and Conditions.
 2. **Stage 2: Mandatory Minimum Requirements Evaluation.** Complete and responsive proposals will be reviewed for compliance with mandatory minimum requirements. Proposals failing to meet or exceed all Mandatory Minimum Requirements identified in Attachment C, RFP Evaluation Plan may be rejected in accordance with Attachment A, RFP Terms and Conditions.
 3. **Stage 3: Technical Criteria Evaluation.** Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated against the Technical Criteria set forth in Attachment C, RFP Evaluation Plan. The Lead State and Multistate Sourcing Team will then determine which proposals will proceed to Stage 4: Cost Evaluation. Methods used to make this determination may include, but are not limited to, one or more of the following:
 - Identification of a natural break in total scores
 - Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified
 - Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities

In no event will a Proposer failing to score a minimum of fifty percent (50%) of the Technical Points Possible proceed to Stage 4: Cost Evaluation. Any proposal failing to receive the minimum score at the completion of the Technical Evaluation will not be evaluated further and will be ineligible for award.
 4. **Stage 4: Cost Evaluation.** Financial Proposals for proposals not rejected following evaluation of Technical Criteria will be evaluated based on the average discount provided. Financial Proposals may also be subject to an independent review for reasonableness and best value by the Lead State. Costs determined not to be reasonable or best-value by the Lead State may result in all or part of Proposer's proposal being rejected, notwithstanding the results of the Financial Proposal evaluation.
- B. After evaluations are completed, the Lead State and Multistate Sourcing Team will determine which proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities. Methods used to make this determination may include, but are not limited to, one or more of the following:
- Identification of a natural break in total scores
 - Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified
 - Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities
- C. The Lead State may, at its sole discretion, conduct a Best and Final Offer process with one or more Proposers.

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Issued by the **State of Louisiana**
Solicitation Number Doc554414018



-
- D.** Prior to announcement of awards and execution of Master Agreements, the Lead State will present an award recommendation to NASPO ValuePoint for approval of the proposed awards.
 - E.** Following approval of NASPO ValuePoint and any other approvals required by the Lead State, the Lead State will award Master Agreements to the Proposer(s) determined to be most advantageous to the Lead State and potential Participating Entities and Purchasing Entities by issuing a "Notice of Intent to Award" letter to the successful Proposer(s).



Attachment A

RFP TERMS AND CONDITIONS

This RFP and Proposer's participation therein is subject to the following terms and conditions:

I. DEFINITIONS

- A. Award or award** means the issuance of a "Notice of Intent to Award" letter to one or more successful Proposers following completion of the Multistate Sourcing Team's evaluation.
- B. Confidential Information** means any and all information in any form that is marked as confidential or would by its nature be deemed confidential and is obtained by Proposer in connection with this RFP, including but not limited to the data or records of the Lead State, the Multistate Sourcing Team, NASPO, or NASPO ValuePoint.
- C. Contractor** means a Proposer with whom the Lead State executes a Master Agreement resulting from this RFP.
- D. Day** means a calendar day, unless otherwise indicated.
- E. Deliverable** means a good, product, service, solution, result, labor, or other effort being sought through this RFP.
- F. Interested State** means a state that has requested to be identified as a potential Participating Entity in this RFP.
- G. Lead State** means the State issuing this RFP.
- H. Master Agreement** means a contract, resulting from this RFP, that is executed by and between a successful Proposer and the Lead State, acting in collaboration with NASPO ValuePoint.
- I. Multistate Sourcing Team** means the group of individuals assisting the Lead State with solicitation and contracting activities, which may include but are not limited to development of this RFP, evaluation of proposals, negotiation of Master Agreements, and evaluation of Contractor performance.
- J. NASPO** means the National Association of State Procurement Officials.
- K. NASPO ValuePoint** means the cooperative contracting division of NASPO.
- L. Order** means a purchase order, sales order, agreement, or other document used by a Purchasing Entity to commit funds in exchange for a Contractor's delivery of one or more Deliverables.
- M. Participating Addendum** means a contract, referencing a Master Agreement, that is executed by and between a Contractor and a Participating Entity and may include Participating Entity-specific requirements and terms.
- N. Participating Entity** means a state, or another entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.
- O. Proposal or proposal** means the document(s), data, information, and other media submitted by a Proposer in response to this RFP, including information submitted directly through the RFP Website and information submitted after the RFP Close Date at the request of the Lead State.
- P. Proposer** means an entity or individual submitting a proposal in response to this RFP.
- Q. Purchasing Entity** means a state, or another entity authorized to use a Participating Addendum, that issues an Order under a Master Agreement resulting from this RFP through a Participating Entity's Participating Addendum.
- R. RFP** means this request for proposals, including all attachments and exhibits and any information posted by the Lead State to the RFP Website, as amended.
- S. RFP Close Date** means the date and time identified in Section II.D.4 of the RFP Overview.
- T. RFP Contact** means the individual identified in Section II.A of the RFP Overview.
- U. RFP Open Date** means the date and time identified in Section II.D.1 of the RFP Overview.

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Issued by the State of Louisiana
Solicitation Number Doc554414018



- V. **RFP Q&A Deadline** means the date and time identified in Section II.D.3 of the RFP Overview.
- W. **RFP Website** means the website identified in Section II.B of the RFP Overview.
- X. **Shall** means a mandatory requirement.
- Y. **Should** means a desirable action.

II. GOVERNING LAW AND VENUE

- A. This RFP and Proposer's participation in it is governed by and construed in accordance with the laws of the Lead State, including [La. R.S. 39:1551-1736](#) (Louisiana Procurement Code).
- B. Unless otherwise specified in this RFP, venue for any protest, claim, dispute, or action relating to this RFP, including evaluation and award, is in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana. If the Nineteenth Judicial District Court lacks jurisdiction over the protest, claim, dispute, or action, and such protest, claim, dispute, or action must be brought in a federal forum, venue will be in the United States District Court for the Middle District of Louisiana.
- C. Proposer and Proposer's participation in this this RFP must comply with all applicable federal, state, and local laws, rules, and policies.
- D. All Deliverables proposed by Proposer must comply with all applicable federal, state, and local laws, rules, and policies.

III. RFP DOCUMENTS

A. RFP Website.

1. The RFP Website is the sole source for official RFP documents and updates. The Lead State may, but is under no obligation to, notify Proposer of updates to the RFP Website, including the posting of RFP amendments.
2. Documents from this RFP may be posted on multiple websites, including non-Lead State procurement solicitation boards and the NASPO ValuePoint website, or distributed through other channels, such as email. Such distribution is for advertising and informational purposes only, and documents and information from sources other than the RFP Website should not be relied upon to develop or submit a proposal. Proposals or questions submitted through any means other than those specified in this RFP will not be addressed or considered by the Lead State.

B. RFP Amendments.

1. The Lead State may, at any time and in its sole discretion, issue one or more amendments to this RFP. Information shared orally or in informal communications will not be considered an amendment unless explicitly stated in the communication or documented in writing on the RFP Website.
2. Proposers may, through the process described in this RFP for asking questions, propose amendments to the RFP, including adjustment of deadlines. The Lead State is not obligated to consider any proposed amendment.
3. The Lead State may extend any deadline given to Proposers during the RFP process, including the RFP Close Date and RFP Q&A Deadline.
4. The Lead State may make immaterial corrections or clarifications to the RFP.
5. Proposer is wholly responsible for reviewing amendments and updates to the RFP Website, acknowledging amendments as required, and submitting a proposal that is responsive to and compliant with the RFP as amended.

C. Waiver.

1. The Lead State may waive any requirement in this RFP if the Lead State determines that waiver is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities.

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Issued by the State of Louisiana
Solicitation Number Doc554414018



2. Waiver of a requirement will not be construed as waiver of any other requirement in this RFP.
 3. The Lead State may waive minor irregularities or defects in a Proposer's proposal.
- D. Conflicts and Issues.**
1. The following should be brought to the attention of the Lead State using the process described in this RFP for asking questions or, if applicable, by filing a protest using the process described in Attachment F, Protest Information:
 - a. Any alleged conflict among the materials composing this RFP; and
 - b. Any alleged issue relating to the content of this RFP, including instructions, requirements, or specifications alleged to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful.
 2. Any protest, claim, dispute, or action based upon a conflict or issue described in 1.a or 1.b will be filed no later than two days prior to the RFP Close Date. Proposer waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described in 1.a or 1.b if not filed by two days prior to the RFP Close Date.
- E. Blackout Period.** Communications regarding this RFP are subject to a Blackout Period, which begins on the RFP Open Date and ends upon award of one or more Master Agreements. During the Blackout Period, potential Proposers and their agents and representatives are prohibited from communicating about this RFP with any Lead State employee or Lead State contractor involved in any step in the RFP process, with the exception of the RFP Contact. "Involvement" in the RFP process includes but is not limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals. All communications to and from potential Proposers and their agents and representatives during the Blackout Period must be in accordance with this RFP's defined method of communication with the RFP Contact.

IV. PROPOSALS

- A. Late Delivery or Non-delivery of Proposal.** Proposer is wholly responsible for ensuring Proposer's proposal is complete and submitted timely to the Lead State in the format required by this RFP. The Lead State will not accept a proposal after the RFP Close Date.
- B. Modified and Alternate Proposals.** Proposer is expected to submit Proposer's most favorable terms and pricing in its original proposal submitted by the RFP Close Date. The Lead State is under no obligation to provide Proposer an opportunity to modify or submit an addendum to Proposer's original proposal or to submit another proposal, including a best and final offer, prior to final evaluation and award. Alternate proposals will not be accepted unless otherwise specified in this RFP.
- C. Hard Copy Submission.** Proposers with the inability to submit their proposal electronically may, alternatively, submit a proposal via hard copy to the Lead State. If submitting via hard copy, proposals must be mailed or delivered by hand or courier service to:

Office of State Procurement
Claiborne Building
1201 North 3rd St.
Suite 2-160
Baton Rouge, LA 70802

1. Important – Clearly mark the outside of the envelope, box, or package with the name of this RFP, which can be found on the cover page of the RFP Overview; the Solicitation Number; and the RFP Close Date.
2. Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT



Issued by the State of Louisiana
Solicitation Number Doc554414018

3. Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement physical location. The Office of State Procurement is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to deliver a proposal by the RFP Close Date shall result in rejection of the proposal.
 4. If submitting via hard copy, Proposer shall submit one (1) paper copy of the documents listed in Section IV.B of the RFP Overview and one (1) "searchable" electronic copy of the documents listed in Section IV.B of the RFP Overview on USB flash drive.
- D. Discussions, Clarifications, and Demonstrations.** The Lead State may, but is not obligated to, enter into discussions with or request clarifications or demonstrations from one or more Proposers prior to awarding a Master Agreement. Proposers are expected to be ready to participate in discussions, clarifications, or demonstrations with limited notice. Discussions, clarifications, and demonstrations must be consistent with Proposer's original proposal and will become an addendum to Proposer's proposal.
- E. Financial Proposal.**
1. Proposer must complete all required elements of Attachment I, Financial Proposal. The format and structure of the Financial Proposal is intended to allow for a fair evaluation of like costs among Proposers. Deviation from the format or structure of the Financial Proposal may result in Proposer's proposal being deemed non-responsive.
 2. Proposer is wholly responsible for ensuring figures and calculations submitted in Proposer's completed Financial Proposal are accurate, even if formulas have been provided by the Lead State as a courtesy.
 3. Inclusion of cost or pricing information in any document other than the Financial Proposal may result in Proposer's proposal being deemed non-responsive.
 4. Proposer's proposed costs must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, or personnel. All costs proposed by Proposer must also be inclusive of the NASPO ValuePoint administrative fee. Proposed costs incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Except as permitted by Subsection 5, pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement.
 5. A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.
 6. In addition to the Financial Proposal evaluation described in this RFP, Financial Proposals may also be subject to an independent review for reasonableness by the Lead State. Costs determined not to be reasonable or best-value by the Lead State, including any cost to which Proposer's proposed markup or discount is to be applied, may result in all or part of Proposer's proposal being rejected, notwithstanding the results of the Financial Proposal evaluation.
 7. At the Lead State's discretion, points earned in the Financial Proposal evaluation may be normalized and scaled to award the Proposer earning the highest total cost score the maximum number of cost points possible.



F. Proposed Modifications to the Sample Master Agreement.

1. The Lead State may, but is not obligated to, consider proposed modifications to Attachment D, Sample Master Agreement. Provisions of the Sample Master Agreement that are generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the Lead State using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the Lead State.
2. Proposer-specific modifications to Attachment D, Sample Master Agreement, may be proposed as part of Proposer's proposal in Attachment J, Proposed Modifications to Sample Master Agreement, but are strongly discouraged. The quantity, breadth, and nature of modifications proposed by Proposer may be considered in the Lead State's evaluation of Proposer's proposal and of its risks, costs, and benefits to the Lead State and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Proposer's proposal is conditioned, may result in Proposer's proposal being deemed non-responsive.
3. The following will not be considered by the Lead State:
 - a. Any proposed modification not submitted with Proposer's proposal in Attachment J, Proposed Modifications to Sample Master Agreement;
 - b. Any proposed modification not accompanied by an explanation as required in Attachment J, Proposed Modifications to Sample Master Agreement;
 - c. Any proposed modification not reflected in redlined edits to the Sample Master Agreement and submitted with Proposer's proposal; and
 - d. Any proposed modification merely referencing another document or a URL.
4. Proposers may propose additional terms but must include them in Attachment J, Proposed Modifications to Sample Master Agreement and must clearly identify where any terms conflict with the Sample Master Agreement.
5. If Proposer is awarded a Master Agreement resulting from this RFP, a comparison of Attachment D, Sample Master Agreement and Proposer's accepted modifications thereto may be posted on the NASPO ValuePoint website for examination by potential Participating Entities and Purchasing Entities.

G. Proposal Contact.

1. The Proposal Contact identified by Proposer in Attachment G, Proposer Information, Acknowledgements, and Certifications must be able to respond timely to communications from the Lead State. Proposer must, within 24 hours, notify the Lead State of any change to Proposer's Proposal Contact. Proposer is wholly responsible for ensuring communications received by Proposer's Proposal Contact are reviewed and addressed timely by the appropriate personnel.
2. The Lead State may, but is under no obligation to, notify Proposer's Proposal Contact of updates to the RFP Website, including the posting of RFP amendments. Proposer is wholly responsible for reviewing updates and submitting a proposal that is responsive to and compliant with the RFP as amended.

H. Proposal Development Costs. All costs incurred by Proposer in the preparation and submission of a proposal, including any costs incurred during discussions, clarifications, or demonstrations, are the responsibility of Proposer and will not be reimbursed.

I. Proposal Validity. All proposals shall be considered valid for acceptance until such time an award is made, unless Proposer provides for a different time period within its proposal response. However, the Lead State reserves the right to reject a proposal if Proposer's acceptance period is unacceptable and Proposer is unwilling to extend the validity of its proposal.



J. Ownership and Disclosure of Proposals.

1. Hard copy proposals and tangible items submitted by Proposer in connection with this RFP, including physical media and product samples, will become the property of the Lead State and may not be returned to Proposer.
2. Proposer grants Lead State and NASPO a perpetual, irrevocable, non-exclusive, royalty-free, and transferable right to display, modify, copy, and otherwise use the contents of Proposer's proposal, which may be:
 - a. Shared with NASPO members;
 - b. Shared with entities represented on the Multistate Sourcing Team;
 - c. Posted to the NASPO ValuePoint website following execution of Master Agreements for examination by potential Participating Entities and Purchasing Entities;
 - d. Subject to disclosure in accordance with applicable public information laws, rules, and policies; and
 - e. Subject to retention, archiving, and destruction in accordance with applicable retention laws, rules, and policies.
3. If Proposer is claiming any portion of its proposal as confidential, proprietary, or protected, Proposer must complete the required sections of Attachment K, Claim of Business Confidentiality, and submit with Proposer's proposal a redacted copy of Proposer's proposal, which must be clearly marked as such. Proposer may not mark pricing or Proposer's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Proposer as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Proposer fails to submit a redacted copy of Proposer's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Proposer releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

- K. Confidential Information.** If Proposer is provided or given access to Confidential Information in connection with this RFP, Proposer will keep the Confidential Information in confidence and will not use the Confidential Information for any purpose other than as directed by the Lead State and as necessary to respond to this RFP. Unless otherwise directed by the Lead State, Proposer will destroy Confidential Information within 30 days of the cancellation of this RFP, rejection or withdrawal of Proposer's proposal, or execution of a Master Agreement between the Lead State and Proposer.

V. RIGHTS RESERVED TO THE LEAD STATE

A. RFP Contact and Multistate Sourcing Team.

1. The Lead State may change the RFP Contact at any time. The Lead State will notify potential Proposers of the change via an amendment to this RFP, an email to the Proposer's Proposal Contact, or an update to the RFP Website.
2. The Lead State is not required to disclose the composition of the Multistate Sourcing Team and may, at any time and without notice, change the composition of the Multistate Sourcing Team, provided the composition complies with the Lead State's laws, rules, and policies.

- B. Consideration of External Information.** The Lead State and Multistate Sourcing Team may consult external sources and consider external information to confirm the responsibility of Proposer, the responsiveness of Proposer's proposal, and the veracity of any representation made by Proposer. Proposer will be given a reasonable opportunity to respond to any external information obtained by the Lead State and Multistate Sourcing Team that materially and



negatively affects evaluation of Proposer's proposal. External information does not include information obtained from references provided by Proposer.

- C. Rejection of Proposals.** The Lead State may reject Proposer's proposal at any time if the Lead State determines that:
1. The proposal is non-responsive;
 2. The proposal has failed to meet any mandatory requirement of the RFP, including any minimum scoring threshold;
 3. Proposer is not responsible; or
 4. Proposer has committed a violation of procurement law, rule, or policy.
- D. Cancellation.**
1. The Lead State may cancel this RFP at any time if the Lead State determines that cancellation is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities.
 2. Following cancellation, the Lead State may, at its discretion, re-issue this RFP or issue another RFP for the same or similar Deliverables.
- E. No Exclusivity.**
1. Master Agreements resulting from this RFP will be established solely for the convenience of Participating Entities. The Lead State, Participating Entities, and Purchasing Entities reserve the right to obtain the same or similar Deliverables from other sources when in their best interest and permitted by applicable law, rule, or policy.
 2. The Lead State may, at its discretion, issue a supplemental solicitation during the term of a Master Agreement resulting from this RFP if the Lead State determines that:
 - a. There is insufficient competition among Contractors awarded a Master Agreement resulting from this RFP;
 - b. The quantity or diversity of Deliverables available through Master Agreements resulting from this RFP is insufficient to meet demand; or
 - c. Changes in the industry, market, or technology justify the solicitation of new or supplemental Contractors or Deliverables.
- F. Conditional Awards.**
1. Award and execution of a NASPO ValuePoint Master Agreement by the Lead State is conditioned upon the following:
 - a. Approval by NASPO ValuePoint;
 - b. Approval by any individual or group of individuals required to approve Lead State awards or contracts, including but not limited to legal counsel, an overseeing board, or agency head;
 - c. Continued eligibility for award following resolution of any protests received by the Lead State; and
 - d. Negotiation of Master Agreement terms, conditions, and pricing satisfactory to the Lead State, awarded Proposer, and NASPO ValuePoint.
 2. Approval of awards and Master Agreements may be in whole or in part.
 3. Awards and Master Agreements not approved by NASPO ValuePoint may, at the Lead State's option, result in a contract for use by the Lead State only.
 4. If negotiation of a contract with a successful Proposer exceeds thirty (30) days, or if a successful Proposer fails to sign a contract within seven (7) days of delivery of the contract to Proposer, the Lead State may, at its sole discretion, cancel the award to Proposer.
 5. Proposer agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.
 6. Nothing in this section affects Proposer's right to file a protest in accordance with Attachment F, Protest Information.

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Issued by the State of Louisiana
Solicitation Number Doc554414018



- G. Term.** The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement resulting from this RFP for the purpose of making the Master Agreement coterminous with others. If this RFP is a re-solicitation of an existing NASPO ValuePoint portfolio, the Lead State may, at its option, defer the effective date of Master Agreements resulting from this RFP to reduce or eliminate overlap in portfolio terms.
- H. Best and Final Offers (BAFO).** The Lead State reserves the right to conduct a BAFO with one or more Proposers determined to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the Lead State in clarifying the Scope of Work or to obtain the most cost-effective pricing available from the Proposers.

VI. POTENTIAL PARTICIPATING ENTITIES

A. Interested States.

1. States that have requested to be named in this RFP as potential participants in the resulting Master Agreement(s) are listed as Interested States in Attachment E, Participation Information. This list neither guarantees execution of a Participating Addendum by an Interested State nor precludes execution of a Participating Addendum by any state or entity not identified as an Interested State.
2. The Estimated Annual Volume in Attachment E, Participation Information aggregates usage estimates, self-reported by the Interested States, which may be based on any factor considered relevant by each Interested State, including historical usage and anticipated future usage. No minimum or maximum level of sales volume is guaranteed or implied.
3. Some Interested States have also provided state-specific terms and conditions that may apply to a Participating Addendum executed with a Proposer awarded a Master Agreement through this RFP. Any terms and conditions included in Attachment E, Participation Information are being provided for informational purposes only and will not be incorporated into the Master Agreement or addressed or negotiated by the Lead State. Participation and the terms and conditions applicable to each Participating Entity will be determined by the Participating Entity following negotiation of a Participating Addendum with a Contractor.

- B. Potential Participation by Canadian Entities.** In addition to potential Participating Entities within the United States, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, the Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan, and Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use a Master Agreement resulting from this RFP, with the approval of the Contractor.



Attachment B

SCOPE OF WORK

This Scope of Work describes the Deliverables being sought through this RFP and the scope of what Contractors will be expected to offer through a Master Agreement resulting from this RFP. The Scope of Work is intended to provide interested Proposers with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or exclude any relevant or essential data.

The scope of work of the Master Agreements resulting from this RFP will be based upon the category(ies) awarded to each Contractor.

I. Overview and Definitions

The Contractor shall provide one or both of the following categories of Deliverables to the Lead State, Participating Entities, and Purchasing Entities:

- A. Vehicle Lifts and Shop Equipment for light- and heavy-duty vehicles; and
- B. Garage Associated Equipment.

The Master Agreements resulting from this solicitation are not intended to replace or materially overlap in scope with other NASPO ValuePoint contract portfolios, including the following:

- NASPO ValuePoint Master Agreement(s) for Automotive Parts
- NASPO ValuePoint Master Agreement(s) for Facilities Maintenance, Repair, and Operations (MRO) and Industrial Supplies

Proposers may include equipment, accessories, and services available under these portfolios only to the extent that such solutions are complementary to the equipment, products, or services being proposed by Proposer. The Lead State may, at its sole discretion, reject products and services from a Proposer's proposal, or remove products and services from a Contractor's Master Agreement, if the Lead State determines that such products and services exceed the intended scope of this solicitation or do not comply with this requirement.

Definitions

- A. **ALI** means the Automotive Lift Institute, Inc.
- B. **ANSI** means the American National Standards Institute.

II. Master Agreement Objectives

The Master Agreement(s) resulting from this RFP are intended to meet the diverse needs of the Lead State, Participating Entities, and Purchasing Entities, which have an existing base of vehicle lifts and garage associated equipment from multiple manufacturers and require many types of lifts and equipment due to the numerous types of vehicles serviced. The arrangement and capacity of facilities among Participating and Purchasing Entities will vary with respect to the type of equipment needed and any installation requirements.

III. Master Agreement Deliverables

- A. **Vehicle Lifts and Accessories.** All vehicle lifts and accessories available under the Master Agreement shall meet the current Automotive Lift Institute, Inc. (ALI) certifications and standards and be accredited by **should comply with** the American National Standards Institute (ANSI) **standards**. All standard lifts shall be ALI certified and posted on the ALI website (<http://www.autolift.org/>). Vehicles Lifts and accessories shall comply with all federal, state, and local laws, regulations, and safety standards.

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Issued by the State of Louisiana
Solicitation Number Doc554414018



Any lifts and accessories purchased under this contract shall be delivered with all standard equipment for operational use along with additional accessories and manuals/literature requested. Delivery should be FOB Destination freight prepaid by vendor **and added to invoice**, with title passing upon receipt of goods to the Purchasing Entity. **An estimate of shipping charges must be provided to the Purchasing Entity prior to shipment.** The desired lift types (as defined by the Automotive Lift Institute, Inc. and the Lead State) include the following:

1. Two Post Surface Mounted
2. Multi-Post Runway
3. Low/Mid Rise Frame Engaging
4. Drive-On Parallelogram
5. Scissors
6. Mobile Column
7. In-Ground

This is not intended to be an exhaustive list.

- B. Garage Associated Equipment.** Garage Associated Equipment and Accessories shall comply with all federal, state, and local laws, regulations and safety standards. Only **certified** equipment meeting **complying with** ANSI standards **should** shall be provided under this contract. Garage equipment shall be new and the most current production model. Any shop equipment and accessories purchased under this contract shall be delivered with all standard equipment for operational use along with additional accessories and manuals/literature requested. Delivery should be FOB Destination freight prepaid by vendor **and added to invoice**, with title passing upon receipt of goods to the Purchasing Entity. **An estimate of shipping charges must be provided to the Purchasing Entity prior to shipment.** The desired Garage Associated Equipment includes, but is not limited to:

1. Wheel balancers, tire changers, alignment and tire machines
2. Brake lathes
3. Stationary air compressors and pneumatic equipment
4. Parts washers
5. Exhaust ventilation systems
6. Diagnostic equipment
7. Vehicle wash systems

This is not intended to be an exhaustive list.

IV. Contractor Responsibilities and Tasks

- A.** Contractor shall perform site inspections at no additional charge, **as requested**. The purpose of the site inspection is to obtain a product recommendation from the Contractor. Upon completion of a site visit, Contractor shall provide the following:
1. Lift and accessory recommendation
 2. Contract pricing, and
 3. Installation cost.
- B.** Contractor recommendations are not required to be purchased. Contractor should have the ability to deliver to all potential Purchasing Entities, including the contiguous continental 48 US states, Alaska, Hawaii, US territories, etc.:
1. Delivery should be FOB Destination freight prepaid by vendor **and added to invoice**, with title passing upon receipt of goods by the Purchasing Entity. An estimate of shipping charges must be provided to the Purchasing Entity prior to shipment.

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Issued by the State of Louisiana
Solicitation Number Doc554414018



2. Delivery and/or installation should be available for all locations regardless of facility accessibility, i.e. loading docks, forklifts, working hours, etc.
- C. Contractor shall provide installation and repair services of any equipment purchased under this contract and should be able to provide deconstruction and removal of existing equipment.
 - D. Contractor shall provide training in the safe operation of purchased equipment, as requested.
 - E. For vehicle lifts, Contractor shall be either the manufacturer of the lift as named on ALI lift certification documents or an authorized distributor for the manufacturer of the lift as named on ALI lift certification documents.
 - F. For garage-associated equipment, the Contractor shall be either the manufacturer or an authorized distributor of the equipment.
 - G. The Contractor shall supply a list of all authorized distributors by State.
 - H. For vehicle lifts, Contractor shall provide a minimum warranty of one (1) year on all components and labor.
 - I. For garage-associated equipment, Contractor shall provide a warranty on all components and labor.
 - J. Contractor shall be responsible for any of the following costs that are a result of equipment/mechanical failures incurred under normal operation conditions during the warranty period:
 1. Inspections
 2. Adjustments
 3. Parts
 4. Labor
 5. Travel, pickup and/or delivery costs.
 - K. All equipment must meet federal and state safety requirements at the time of purchase.
 - L. Contractor shall provide authorized certified manufacturer technicians for all needed warranty and non-warranty repairs and preventative maintenance. Parts and workmanship shall be in compliance with OEM and the applicable ANSI and/or ALI standards.
 - M. Contractor shall be able to service a physical address within the Continental United States during relevant local working hours.
- V. Lead State Responsibilities and Tasks**
- A. The Lead State and Participating States will measure and evaluate the Contractor's performance quarterly to ensure contract requirements are being met.



Attachment C

RFP EVALUATION PLAN

Master Agreements resulting from this RFP will be made by category and may include Category A only or both Categories A and B:

- All proposals must include, and all Master Agreements will include, **Category A: Vehicle Lifts**. Proposers not selected for award in Category A will not be awarded a Master Agreement.
- **Category B: Garage Associated Equipment** is optional. Proposers including Category B in their proposals but not selected for award in Category B may still be awarded a Master Agreement for Category A. **Category B will not be awarded as a standalone category.**

EVALUATION OF CATEGORY A: VEHICLE LIFTS

Stage 1: Initial Responsiveness Evaluation. Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in accordance with Attachment A, RFP Terms and Conditions.

Stage 2: Mandatory Minimum Requirements Evaluation. Complete and responsive proposals will be reviewed for compliance with the following Mandatory Minimum Requirements:

Criteria	Evaluation	Result
Minimum Proposer Qualifications	Pass/fail	
Minimum Specifications	Pass/fail	
Stage 2 Result:		

Proposals failing to meet or exceed all Mandatory Minimum Requirements may be rejected in accordance with Attachment A, RFP Terms and Conditions.

Stage 3: Technical Criteria Evaluation. Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated against the following Technical Criteria:

Criteria	Technical Points Possible	Proposer's Technical Points Earned
Proposer Experience, Skills, and Qualifications	15	
Response to Scope of Work	22	
Approach and Methodology	28	
Implementation and Promotion of the NASPO ValuePoint Master Agreement	5	
Stage 3 Total:	70	

The Lead State and Multistate Sourcing Team will then determine which proposals will proceed to Stage 4: Cost Evaluation. Methods used to make this determination may include, but are not limited to, one or more of the following:

- Identification of a natural break in total scores
- Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified
- Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities

**Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**



Issued by the State of Louisiana
Solicitation Number Doc554414018

In no event will a Proposer failing to score a minimum of fifty percent (50%) of the Technical Points Possible proceed to Stage 4: Cost Evaluation. Any proposal failing to receive the minimum score at the completion of the Technical Evaluation will not be evaluated further and will be ineligible for award.

Stage 4: Cost Evaluation. Financial Proposals for proposals not rejected following evaluation of Technical Criteria will be evaluated based on the average discount provided.

PROPOSED COSTS

Cost Item	Lowest Cost	Proposer's Cost	Cost Points Possible	Proposer's Cost Points Earned
Average net price per lift capacity (from Market Basket)			30	
Total:			30	

The formula for calculating cost points earned for average net price per lift capacity is $\text{Proposer's Average Net Price Per Lift Capacity} / \text{Highest Average Net Price Per Lift Capacity} \times \text{Cost Points Possible}$ **Lowest Average Net Price Per Lift Capacity / Proposed Price Per Lift Capacity X Cost Points Possible**. The Lead State reserves the right to modify this formula and/or assign a nominal value to "0" cost values if application of the formula results in an error, negative numbers, or an unreasonably skewed distribution of points.

Financial Proposals may also be subject to an independent review for reasonableness and best value by the Lead State. Costs determined not to be reasonable or best-value by the Lead State, including any cost to which Proposer's proposed markup or discount is to be applied, may result in all or part of Proposer's proposal being rejected, notwithstanding the results of the Financial Proposal evaluation.

Evaluation Summary

Stage	Total Points Possible	Proposer's Total Points Earned
Technical Criteria Evaluation	70	
Cost Evaluation	30	
Total:	100	

Award Selection

The Lead State and Multistate Sourcing Team will then determine which proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities. Methods used to make this determination may include, but are not limited to, one or more of the following:

- Identification of a natural break in total scores
- Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified
- Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities

The Lead State may, at its sole discretion, conduct a Best and Final Offer process with one or more Proposers.

Prior to announcement of awards and execution of Master Agreements, the Lead State will present an award recommendation to NASPO ValuePoint for approval of the proposed awards.

Following approval of NASPO ValuePoint and any other approvals required by the Lead State, the Lead State will award Master Agreements to the Proposer(s) determined to be most advantageous to the Lead State and

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Issued by the State of Louisiana
 Solicitation Number Doc554414018



potential Participating Entities and Purchasing Entities by issuing a “Notice of Intent to Award” letter to the successful Proposer(s).

EVALUATION OF CATEGORY B: GARAGE ASSOCIATED EQUIPMENT

Stage 1: Initial Responsiveness Evaluation. Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in accordance with Attachment A, RFP Terms and Conditions.

Stage 2: Mandatory Minimum Requirements Evaluation. Complete and responsive proposals will be reviewed for compliance with the following Mandatory Minimum Requirements:

Criteria	Evaluation	Result
Minimum Proposer Qualifications	Pass/fail	
Minimum Specifications	Pass/fail	
Stage 2 Result:		

Proposals failing to meet or exceed all Mandatory Minimum Requirements may be rejected in accordance with Attachment A, RFP Terms and Conditions.

Stage 3: Technical Criteria Evaluation. Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated against the following Technical Criteria:

Criteria	Technical Points Possible	Proposer's Technical Points Earned
Proposer Experience, Skills, and Qualifications	15	
Response to Scope of Work	22	
Approach and Methodology	28	
Implementation and Promotion of the NASPO ValuePoint Master Agreement	5	
Stage 3 Total:		70

The Lead State and Multistate Sourcing Team will then determine which proposals will proceed to Stage 4: Cost Evaluation. Methods used to make this determination may include, but are not limited to, one or more of the following:

- Identification of a natural break in total scores
- Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified
- Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities

In no event will a Proposer failing to score a minimum of fifty percent (50%) of the Technical Points Possible proceed to Stage 4: Cost Evaluation. Any proposal failing to receive the minimum score at the completion of the Technical Evaluation will not be evaluated further and will be ineligible for award.

Stage 4: Cost Evaluation. Financial Proposals for proposals not rejected following evaluation of Technical Criteria will be evaluated based on the average discount provided.

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT



Issued by the State of Louisiana
 Solicitation Number Doc554414018

PROPOSED COSTS

Cost Item	Lowest Cost	Proposer's Cost	Cost Points Possible	Proposer's Cost Points Earned
Average discount percentage for garage-associated equipment (from submitted catalog/price list)			30	
Total:			30	

The formula for calculating cost points earned for average discount percentage is **Proposer's Average Discount / Highest Average Discount x Cost Points Possible**. The Lead State reserves the right to modify this formula and/or assign a nominal value to "0" cost values if application of the formula results in an error, negative numbers, or an unreasonably skewed distribution of points.

Financial Proposals may also be subject to an independent review for reasonableness and best value by the Lead State. Costs determined not to be reasonable or best-value by the Lead State, including any cost to which Proposer's proposed markup or discount is to be applied, may result in all or part of Proposer's proposal being rejected, notwithstanding the results of the Financial Proposal evaluation.

Evaluation Summary

Stage	Total Points Possible	Proposer's Total Points Earned
Technical Criteria Evaluation	70	
Cost Evaluation	30	
Total:		100

Award Selection

The Lead State and Multistate Sourcing Team will then determine which proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities. Methods used to make this determination may include, but are not limited to, one or more of the following:

- Identification of a natural break in total scores
- Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified
- Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities

The Lead State may, at its sole discretion, conduct a Best and Final Offer process with one or more Proposers.

Prior to announcement of awards and execution of Master Agreements, the Lead State will present an award recommendation to NASPO ValuePoint for approval of the proposed awards.

Following approval of NASPO ValuePoint and any other approvals required by the Lead State, the Lead State will award Master Agreements to the Proposer(s) determined to be most advantageous to the Lead State and potential Participating Entities and Purchasing Entities by issuing a "Notice of Intent to Award" letter to the successful Proposer(s).



Attachment D

SAMPLE MASTER AGREEMENT

The Master Agreement(s) resulting from this RFP will include, but are not limited to:

- A scope of work based on the contents of this RFP and Proposer's proposal, as accepted by the Lead State;
- Pricing information based on Proposer's submitted Market Basket pricing and submitted established price/catalog list, as accepted by the Lead State; and
- The below terms and conditions, subject to modifications approved by the Lead State and NASPO ValuePoint.

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of



some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

- 1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 **Initial Term.** The term of this Master Agreement is five (5) years. The Lead State may, prior to execution, adjust the effective date or duration of the term of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 **Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 **Order.** Any Order placed under this Master Agreement will consist of the following documents:
 - 3.1.1 A Participating Entity's Participating Addendum ("PA");
 - 3.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.



IV. Participation

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for



their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. **Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.** ~~Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.~~

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display,

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT



Issued by the State of Louisiana
Solicitation Number Doc554414018

modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter

no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT



Issued by the State of Louisiana
Solicitation Number Doc554414018

- 5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- 5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.
- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** Contractor may periodically update Contractor's product and service catalog without amendment to this Master Agreement, provided the catalog is accessible to the Lead State, Participating Entities, and Purchasing Entities on Contractor's website or the NASPO ValuePoint website. All discounts must be guaranteed and maintained for the entire term of this Master Agreement, and all products and services offered must comply with the requirements herein. All pricing is subject to an independent review for reasonableness and best value by the Lead State. Pricing for any product or service that is determined by the Lead State to be unreasonable, including any cost to which Contractor's discount is being applied, may result in removal of the product or service from this Master Agreement.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card



with no additional charge.

- 6.3 Prohibition Against Advance Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, no compensation or payment of any nature shall be made in advance of services actually performed or products actually delivered.
- 6.4 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
 - 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
 - 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
 - 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
 - 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
 - 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.



- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
 - 7.6.2** A shipping address and other delivery requirements, if any;
 - 7.6.3** A billing address;
 - 7.6.4** Purchasing Entity contact information;
 - 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6** A not-to-exceed total for the products or services being ordered; and
 - 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.



IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.



X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim



that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.
- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
 - 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT



Issued by the State of Louisiana
Solicitation Number Doc554414018

- 13.3.2** Contractor shall maintain Automobile Liability insurance with a minimum combined single limit per accident of not less than \$1 million;
- 13.3.3** Contractor shall maintain Workers Compensation insurance in compliance with the Workers Compensation law of the state of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1 million per accident/per disease/per employee.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.



14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or



indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.



- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 14.8 Defaults and Remedies**
- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
 - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
 - 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
 - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
- 14.8.3.1** Any remedy provided by law;
 - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
 - 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Issued by the State of Louisiana
 Solicitation Number Doc554414018



- 14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;
 - 14.8.3.5 Suspension of Contractor’s performance; and
 - 14.8.3.6 Withholding of payment until the default is remedied.
 - 14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
- 14.9 **Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.
- 14.10 **Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.
- 14.11 **No Waiver of Sovereign Immunity**
 - 14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
 - 14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state’s sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- 14.12 **Governing Law and Venue**
 - 14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT



Issued by the State of Louisiana
Solicitation Number Doc554414018

Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

- 14.12.2** Unless otherwise specified in the RFP, venue for any protest, claim, dispute, or action relating to the procurement, evaluation, or award, or concerning the terms of this Master Agreement, will be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana. If the Nineteenth Judicial District Court lacks jurisdiction over the protest, claim, dispute, or action, and such protest, claim, dispute, or action must be brought in a federal forum, venue will be in the United States District Court for the Middle District of Louisiana.
- 14.12.3** Venue for any protest, claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.4** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.
- 14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
- 14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.
- 14.15 Contractor's Cooperation.** The Contractor has the duty to fully cooperate with the Lead State, NASPO ValuePoint, a Participating Entity, and a Purchasing Entity and provide any and all requested information or documentation to the Lead State, NASPO ValuePoint, Participating Entity, or Purchasing Entity when requested. This applies even if this Master Agreement is terminated and/or a lawsuit is filed.
- 14.16 Federal Clauses.**
- 14.16.1 Compliance with Civil Rights Laws.** The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Issued by the State of Louisiana
Solicitation Number Doc554414018



- 14.16.2 Anti-Kickback Clause.** The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.
- 14.16.3 Clean Air Act.** The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.
- 14.16.4 Energy Policy and Conservation Act.** The Contractor hereby recognizes 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 (P.L. 94-163).
- 14.16.5 Clean Water Act.** The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.
- 14.16.6 Anti-Lobbying and Debarment Act.** The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.
- 14.17 E-Verify.** The Contractor shall comply with the provisions of federal law pertaining to E-Verify in the performance of services under this Contract.
- 14.18 Headings.** Descriptive headings in this Master Agreement are for convenience only and shall not affect the construction of this Master Agreement or meaning of contractual language.
- 14.19 Severability.** If any term or condition of this Master Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Master Agreement are declared severable.
- 14.20 Complete Agreement.** This is the complete agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this agreement. This Master Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Master Agreement and there are no other agreements or understanding changing or modifying the terms.



Attachment E

PARTICIPATION INFORMATION

The NASPO ValuePoint Process

The NASPO ValuePoint Lead State Model™ is a collaborative procurement process representing the input and interests of public entities across the nation.

THE LEAD STATE MODEL™

-  Members & Stakeholders Identify Shared Cooperative Contracting Needs
-  NASPO ValuePoint Engages Lead State & Multistate Sourcing Team
-  Members & Stakeholders Provide Input on RFP Specifications & Objectives
-  Lead State Issues RFP in Compliance with Lead State Laws
-  Lead State & Multistate Sourcing Team Evaluate Supplier Proposals
-  Lead State Negotiates & Executes Master Agreements
-  Participating States & Entities Execute Participating Addenda
-  Purchasing Entities Buy Directly from NASPO ValuePoint Contractors

NASPO ValuePoint does not charge fees to Participating Entities or Purchasing Entities—including state departments, institutions, agencies, and political subdivisions, federally recognized tribes, and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories—to use NASPO ValuePoint Master Agreements. Suppliers pay only a nominal administrative fee based on their total sales. By leveraging the collective volume of potential purchases nationwide, NASPO ValuePoint is able to offer customers the best value in cooperative contracting while giving suppliers the opportunity to reach multiple markets through a single solicitation.

Historical Usage

The following table identifies total sales reported by Vehicle Lifts and Garage Associated Equipment contractors through NASPO ValuePoint Master Agreements over the past five (5) calendar years:

Year	Reported Historical Sales Volume
2017	\$6,613,429
2018	\$12,182,659
2019	\$20,328,231
2020	\$21,595,615
2021	\$23,809,800

No minimum or maximum level of sales volume is guaranteed or implied.

Interested States

The states below have requested to be named in this RFP as potential participants in the resulting Master Agreement(s). This list neither guarantees execution of a Participating Addendum by an Interested State nor precludes execution of a Participating Addendum by any state or entity not identified as an Interested State.

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT



Issued by the State of Louisiana
 Solicitation Number Doc554414018

Interested States	Reported Estimated Annual Volume	Sample Participating Addendum Terms and Conditions
Arizona	\$288,582.74	Exhibit A
Connecticut	\$191,000	Exhibit B
Delaware	\$185,000	N/A
Hawaii	N/A	Exhibit C
Illinois	N/A	Exhibit D
Louisiana	\$695,164.25	Exhibit E
Maine	\$0	N/A
Missouri	\$50,000	N/A
New Mexico	\$120,000	Exhibit F
South Dakota	\$2,500,000	N/A

TOTAL ESTIMATED ANNUAL VOLUME FROM INTERESTED STATES: \$4,029,747

The Reported Estimated Annual Volume above aggregates usage estimates, self-reported by the Interested States, which may be based on any factor considered relevant by each Interested State, including historical usage and anticipated future usage. **No minimum or maximum level of sales volume is guaranteed or implied.**

Some Interested States have also provided state-specific terms and conditions, included on the RFP website, that may apply to a Participating Addendum executed with a Proposer awarded a Master Agreement through this RFP. These terms and conditions are being provided for informational purposes only and will not be incorporated into the Master Agreement or addressed or negotiated by the Lead State. Participation and the terms and conditions applicable to each Participating Entity will be determined by the Participating Entity following negotiation of a Participating Addendum with a Contractor.



Attachment F

PROTEST INFORMATION

This attachment is intended to provide Proposers with an overview of the Lead State's protest law, procedures, and requirements, which may be updated and amended without notice. Proposers filing a protest are wholly responsible for locating, understanding, and complying with protest law, procedures, and requirements in effect at the time of the protest.

Any person aggrieved in connection with this RFP or the specifications contained therein has the right to protest in accordance with [La. R.S. 39:1671](#). Such protest shall be made in writing to the Lead State's Director of State Procurement at least two (2) days prior to the RFP Close Date.

Any person aggrieved by a proposed award has the right to submit a protest in writing, in accordance with [La. R.S. 39:1671](#), to the Director of State Procurement, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.



Attachment G

PROPOSER INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS

Proposer must provide complete responses to each item below. **Insert your responses into this worksheet directly below each question or prompt.**

I. PROPOSER INFORMATION

- A. **Company's Full Legal Name:**
- B. **Primary Business Address:**
- C. **Federal Tax Identification Number:**
- D. **Entity Type:**
 - Sole Proprietorship
 - Partnership
 - Limited Liability Company
 - Corporation

II. BUSINESS DETAILS

- A. **Company Website.** Provide a URL for your company's website.
- B. **Company History.** Provide a brief history of your company, including the year of its founding and any material acquisitions or mergers in which it has been involved.
- C. **Company Size.** Identify the number of employees working for your company.
- D. **Ownership Structure.** Describe your company's ownership structure.
- E. **Litigation.** List all claims of non-performance or breach from customers in excess of \$5,000, including all pending litigation matters (including civil, criminal, or appellate) or criminal convictions in the past 5 years for the company and all principals. Attach an additional document if necessary.

III. PROPOSAL CONTACT

The Proposal Contact must be able to respond timely to communications from the Lead State. Proposer must, within 24 hours, notify the Lead State of any change to Proposer's Proposal Contact.

- A. **Proposal Contact Name:**
- B. **Proposal Contact Title:**
- C. **Proposal Contact Email:**
- D. **Proposal Contact Phone Number:**



IV. ACKNOWLEDGEMENTS AND CERTIFICATIONS

By signing below and submitting a response to this RFP, Proposer acknowledges and certifies the following:

A. Debarment. (Check one of the below.)

- Neither Proposer nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency.
- Proposer cannot certify the statement above, and Proposer will affix a written explanation to this attachment for review by the Lead State. If after reviewing Proposer's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Proposer a Master Agreement, the Lead State may reject Proposer's proposal.

B. Non-collusion.

1. This proposal has been developed independently by Proposer and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Proposer or supplier of Product in a manner designed to limit fair and open competition.
2. The contents of this proposal have not been communicated by Proposer or its employees or agents to any person not an employee or agent of Proposer and will not be communicated to any such persons prior to the RFP Close Date.

C. Data Disclosure to Foreign Governments and Prohibited Technology. (Check one of the below.)

- Proposer is not an entity subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and Proposer's offerings do not contain, include, or utilize components or services supplied by any entity subject to the same. Proposer's offerings also do not contain, include, or utilize covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.
- Proposer cannot certify all statements above, and Proposer will affix a written explanation to this attachment for review by the Lead State. If after reviewing Proposer's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Proposer a Master Agreement, the Lead State may reject Proposer's proposal.

D. Discriminatory Boycotts of Israel. (Check one of the below.)

- In preparing its response, Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions.

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Issued by the State of Louisiana
Solicitation Number Doc554414018



- Proposer cannot certify the statement above, and Proposer will affix a written explanation to this attachment for review by the Lead State. If after reviewing Proposer's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Proposer a Master Agreement, the Lead State may reject Proposer's proposal.
- E. Conflicts of Interest.** (Check one of the below.)
- Proposer represents that none of its officers or employees are officers or employees of the Lead State and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of the Lead State.
- Proposer cannot certify the statement above, and Proposer will affix a written explanation to this attachment for review by the Lead State. If after reviewing Proposer's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Proposer a Master Agreement, the Lead State may reject Proposer's proposal.
- F. Required Insurance.** Proposer agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the levels prescribed in Attachment D, Sample Master Agreement. Proposer understands that this requirement is mandatory and will not be negotiated by the Lead State.
- G. NASPO ValuePoint Administrative Fee.** Proposer agrees to pay an administrative fee and submit summary and detailed sales reports to NASPO ValuePoint in accordance with Attachment D, Sample Master Agreement. All costs proposed by Proposer must be inclusive of the NASPO ValuePoint administrative fee. Proposer understands that the requirements in this section are mandatory and will not be negotiated by the Lead State.
- H. Marketing Plan.** If awarded a Master Agreement resulting from this RFP, within 30 days of execution of the Master Agreement, Proposer will meet with NASPO ValuePoint marketing personnel to review and track progress on the marketing plan described by Proposer in Attachment H, Proposer Response Worksheet.
- I. Confidential, Proprietary, or Protected Information.** As set forth in Attachment A, RFP Terms and Conditions, if Proposer is claiming any portion of its proposal as confidential, proprietary, or protected, Proposer must complete the required sections of Attachment K, Claim of Business Confidentiality, and submit with Proposer's proposal a redacted copy of Proposer's proposal, which must be clearly marked as such. Proposer may not mark pricing or Proposer's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Proposer as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Proposer fails to submit a redacted copy of Proposer's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Proposer releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.
- J. Conditional Awards.** Proposer understands that awards and execution of a Master Agreement are conditional as set forth in Attachment A, RFP Terms and Conditions, and Proposer agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.
- K. Understanding of the RFP.** Proposer has read the RFP in its entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing the RFP and any issues relating to the content of the RFP, including instructions, requirements, or specifications Proposer believes to be ambiguous, unduly restrictive, erroneous,

**Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**



Issued by the **State of Louisiana**
Solicitation Number Doc554414018

anticompetitive, or unlawful, have been brought to the attention of the Lead State using the process described in the RFP for asking questions or, if applicable, by filing a protest. In accordance with Attachment A, RFP Terms and Conditions, Proposer acknowledges and understands that any protest, claim, dispute, or action based upon a conflict or issue described herein must be filed no later than two days prior to the RFP Close Date, and Proposer waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described herein if not filed by two days prior to the RFP Close Date.

Signature

The undersigned is one of the following:

1. The Proposer, if Proposer is an individual;
2. A partner in the company, if Proposer is a partnership; or
3. An officer or employee of the responding corporation having authority to sign on its behalf, if Proposer is a corporation.

By signing below, the undersigned warrants that the representations made and the information provided in Proposer's proposal are true, correct, and reliable for purposes of evaluation for a potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the undersigned, Proposer, or both to suspension or debarment proceedings, as well as other remedies available to the Lead State by law, including termination of any Master Agreement awarded to Proposer.

PROPOSER:

Signature

Date

Printed Name

Title

Email Address

Phone Number



Attachment H

PROPOSER RESPONSE WORKSHEET

Proposer must provide complete and succinct responses to each item below. **Insert your responses into this worksheet directly below each question or prompt.** While supplementary marketing materials are neither requested nor desired, Proposer should provide all information necessary to demonstrate Proposer's ability to meet the requirements of this RFP and the RFP's Scope of Work.

All Proposers must be able to provide products and services in, and meet all requirements associated with, Category A: Vehicle Lifts. Proposer's proposal may also, at Proposer's option, include Category B: Garage Associated Equipment.

Check one of the following:

- Vehicle Lifts Only:** Proposer wishes to be considered for an award in Category A: Vehicle Lifts only and has provided responses to each prompt and question in **Sections 1 and 2** of this worksheet. Proposer's proposal will be evaluated against the criteria for Category A as set forth in Attachment C, RFP Evaluation Plan. Proposer may be awarded a Master Agreement for Category A only.
- Vehicle Lifts and Garage Associated Equipment:** Proposer wishes to be considered for an award in both Category A: Vehicle Lifts **and** Category B: Garage Associated Equipment and has provided responses to each prompt and question in **Sections 1, 2, and 3** of this worksheet. Proposer's proposal will be evaluated against the criteria for both Categories A and B as set forth in Attachment C, RFP Evaluation Plan. Proposer may be awarded a Master Agreement for Category A only **or** both Categories A and B. Category B will not be awarded as a standalone category.

Responses provided for each category must be relevant to that category.

Section 1: Vehicle Lifts (REQUIRED)

I. Response to Mandatory Minimum Requirements

A. Minimum Proposer Qualifications

- 1.** Proposer must be the manufacturer, or an authorized distributor for the manufacturer, of the vehicle lifts being proposed by Proposer, as named on ALI lift certification documents. Do you meet this requirement?

B. Minimum Specifications

- 1.** Proposer is required to provide a minimum one (1) year components and labor warranty on all vehicle lifts proposed by Proposer. Do you meet this requirement?
- 2.** Proposer is required to provide training in the safe operation of purchased equipment. Do you meet this requirement?

II. Response to Technical Criteria

A. Proposer Experience, Skills, and Qualifications

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Issued by the State of Louisiana
Solicitation Number Doc554414018



1. Provide a profile of your company, including a brief description of the company and its history.
2. Describe your company's growth during the past five (5) years.
3. Describe the breadth and length of your company's experience performing the same or similar Scope of Work or providing the same or similar Deliverables to other public sector customers and private firms. For each of the last five (5) full calendar years, include the percentage of your company's revenue generated from these Deliverables and the total dollar amount and percentage of your company's revenue generated by sales to public sector entities.
4. Provide evidence of your customers' satisfaction with your products and services. Other relevant information may include the results of customer surveys, vendor performance ratings and evaluations, and client retention rate.
5. Provide the following information about the two (2) largest contracts (by dollar value) serviced by your company within the past five (5) years:
 - a. Contract #1
 - a. Name of contracting entity
 - b. Contract number
 - c. Dollar amount of the contract
 - d. Brief description of products and services provided
 - e. Description of coordination with other contractors, if any
 - b. Contract #2
 - a. Name of contracting entity
 - b. Contract number
 - c. Dollar amount of the contract
 - d. Brief description of products and services provided
 - e. Description of coordination with other contractors, if any
6. Provide a detailed explanation outlining the licenses and certifications that are held by your company (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?

**Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**

Issued by the **State of Louisiana**
Solicitation Number Doc554414018



7. For informational purposes only, identify if your company or any of your partners or subcontractors meets any supplier diversity designations, such as veteran-owned business, small business, minority-owned business, or woman-owned business.

B. Response to Scope of Work

1. Describe your plan for meeting the Master Agreement Objectives identified in Attachment B, Scope of Work.
2. Provide evidence of your ability to provide the Deliverables identified in the Scope of Work. Include a description of what differentiates your company's products and services from your competitors'.
3. Describe your ability to fulfill Contractor Responsibilities and Tasks identified in the Scope of Work.
4. Describe any innovative products or services you will offer through your Master Agreement or innovative approaches you will take to fulfill the Scope of Work and meet the requirements of the Master Agreement. Your response may include, but is not limited to, additional products and services, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.

C. Approach and Methodology

1. Describe the capabilities available through your company and, if applicable, your authorized network of dealers, distributors, and resellers that support your ability to provide turnkey solutions. Your response should include, but is not limited to, site assessment, equipment consultations & recommendation, deconstruction and removal of existing equipment, installation, inspection, and maintenance.
2. Describe the training services you offer.
3. Describe your process for service call requests.
4. Describe your process for addressing routine part orders.
5. Describe your approach to handling emergency orders and/or service. Your description may include, but is not limited to, response time, breadth of service coverage, and service level.

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Issued by the **State of Louisiana**
Solicitation Number Doc554414018



6. Provide your average order fulfillment timeframe and average on-time delivery rate.
7. Describe any vendor partners you have that enhance your company's ability to handle the needs of a multistate cooperative.
8. Describe your service area in the United States (the contiguous continental 48 states, Alaska, Hawaii, and U.S. territories).
9. Describe your plan to deliver equipment to the contiguous continental 48 US states. Is freight included in the equipment price?
10. Describe your plan to deliver equipment to Alaska, Hawaii, US territories, and other offshore Purchasing Entities.
11. Describe how your dealer network operates to sell and deliver the Deliverables identified in this RFP.
12. Describe how you plan to distribute the Deliverables nationwide.
13. Provide the number, location, and size of distribution facilities, warehouses, and retail network, as applicable to the scope of this RFP.
14. Identify all other companies that will be involved in processing, handling, or shipping the Deliverables.
15. Describe your public sector sales objectives for the next three (3) to five (5) years, as well as the key elements of your strategic plan to achieve those objectives.
16. Describe the manufacturing process and any advantages it offers. Your response may include, but is not limited to, facility locations, explanation of the materials used during various manufacturing processes, a description of the inspection and quality control processes, and identification of manufacturing certifications (e.g., ISO).
17. Is the installation service performed by a company-owned installation team or one of your dealers or resellers?

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Issued by the **State of Louisiana**
Solicitation Number Doc554414018



18. Describe the installation process.
19. Describe the qualifications of the installation crews. Your response may include, but is not limited to, training and certification requirements.
20. Describe the site inspection and product recommendation process.
21. Describe the post-installation inspection and adjustment process.
22. What are your quality assurance measures and how are they handled in your organization?
23. Describe your customer service offerings, including availability of key personnel and help desk services.
24. Describe how you assess customer satisfaction.
25. Describe your customer website and its capabilities, including its ability to display catalogs and information specific to this Master Agreement.
26. Describe your return policy.
27. Describe your ordering process and methods of order submission, including any online system through which Purchasing Entities can place and track Orders.
28. Describe your ability to support a decentralized system of Orders submitted from many end users in multiple states and locations.
29. Describe the standard equipment warranty for vehicle lifts.
30. Describe the warranty claim process.



Section 2: Implementation and Promotion of the NASPO ValuePoint Master Agreement (REQUIRED)

I. Cooperative Contracting Experience

- A. Describe your company's experience working with contracting cooperatives.

- B. List the cooperatives through which you currently have a contract with a scope similar to the scope of this RFP, and provide sales volume information for each. Identify any restrictions on pricing and sales (e.g., most-favored nation clauses) imposed by your other cooperative contracts.

II. Master Agreement Administration

- A. Describe how you intend to market your Master Agreement and encourage participation among potential Participating Entities, including state governments.

- B. Describe the staff and other resources that will be allocated to your Master Agreement and the training you will provide to staff to ensure their familiarity with Master Agreement terms and pricing and their compliance therewith.

- C. Describe how you intend to encourage adoption and usage of your Master Agreement by Participating and Purchasing Entities.

- D. Describe your approach to negotiation of Participating Addenda. Describe the extent to which you will provide Participating Entities flexibility in incorporating entity-specific language into their Participating Addenda (e.g., Do you require entities to provide statutory citations for their entity-specific language? Are you able to devote resources to simultaneous negotiation of multiple Participating Addenda?).

- E. Describe your ability to provide products and services immediately upon execution of a Master Agreement and Participating Addenda.

III. Sales Reporting and Discounts

- A. Describe how you will ensure summary and detailed sales information is promptly, completely, and accurately reported to you by your dealers, partners, and resellers for aggregation and reporting to NASPO ValuePoint in compliance with the terms of your Master Agreement.

- B. Describe any offered aggregated volume discounts offered once the combined spend under the Master Agreement reaches certain thresholds.



Section 3: Garage Associated Equipment (OPTIONAL)

I. Response to Mandatory Minimum Requirements

A. Minimum Proposer Qualifications

1. Proposer must be the manufacturer, or an authorized distributor for the manufacturer, of the garage-associated equipment being proposed by Proposer. Do you meet this requirement?

B. Minimum Specifications

1. Proposer is required to provide a components and labor warranty on all garage-associated equipment proposed by Proposer. Do you meet this requirement?
2. Proposer is required to provide training in the safe operation of purchased equipment. Do you meet this requirement?

II. Response to Technical Criteria

A. Proposer Experience, Skills, and Qualifications

1. Provide a profile of your company, including a brief description of the company and its history.
2. Describe your company's growth during the past five (5) years.
3. Describe the breadth and length of your company's experience performing the same or similar Scope of Work or providing the same or similar Deliverables to other public sector customers and private firms. For each of the last five (5) full calendar years, include the percentage of your company's revenue generated from these Deliverables and the total dollar amount and percentage of your company's revenue generated by sales to public sector entities.
4. Provide evidence of your customers' satisfaction with your products and services. Other relevant information may include the results of customer surveys, vendor performance ratings and evaluations, and client retention rate.
5. Provide the following information about the two (2) largest contracts (by dollar value) serviced by your company within the past five (5) years:
 - a. Contract #1

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Issued by the State of Louisiana
Solicitation Number Doc554414018



- i. Name of contracting entity
 - ii. Contract number
 - iii. Dollar amount of the contract
 - iv. Brief description of products and services provided
 - v. Description of coordination with other contractors, if any
 - b. Contract #2
 - i. Name of contracting entity
 - ii. Contract number
 - iii. Dollar amount of the contract
 - iv. Brief description of products and services provided
 - v. Description of coordination with other contractors, if any
 6. Provide a detailed explanation outlining the licenses and certifications that are held by your company (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?
 7. For informational purposes only, identify if your company or any of your partners or subcontractors meets any supplier diversity designations, such as veteran-owned business, small business, minority-owned business, or woman-owned business.

B. Response to Scope of Work

1. Describe your plan for meeting the Master Agreement Objectives identified in Attachment B, Scope of Work.
2. Provide evidence of your ability to provide the Deliverables identified in the Scope of Work. Include a description of what differentiates your company's products and services from your competitors'.
3. Describe your ability to fulfill Contractor Responsibilities and Tasks identified in the Scope of Work.
4. Describe any innovative products or services you will offer through your Master Agreement or innovative approaches you will take to fulfill the Scope of Work and meet the requirements of the Master Agreement. Your response may include, but is not limited to, additional products and services, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.

**Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**

Issued by the **State of Louisiana**
Solicitation Number Doc554414018



C. Approach and Methodology

1. Describe the training services you offer.
2. Describe your process for service call requests.
3. Describe your process for addressing routine part orders.
4. Describe your approach to handling emergency orders and/or service. Your description may include, but is not limited to, response time, breadth of service coverage, and service level.
5. Provide your average order fulfillment timeframe and average on-time delivery rate.
6. Describe any vendor partners you have that enhance your company's ability to handle the needs of a multistate cooperative.
7. Describe your service area in the United States (the contiguous continental 48 states, Alaska, Hawaii, and U.S. territories).
8. Describe your plan to deliver equipment to the contiguous continental 48 US states. Is freight included in the equipment price?
9. Describe your plan to deliver equipment to Alaska, Hawaii, US territories, and other offshore Purchasing Entities.
10. Describe how your dealer network operates to sell and deliver the Deliverables identified in this RFP.
11. Describe how you plan to distribute the Deliverables nationwide.
12. Provide the number, location, and size of distribution facilities, warehouses, and retail network, as applicable to the scope of this RFP.

**Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**

Issued by the **State of Louisiana**
Solicitation Number Doc554414018



13. Identify all other companies that will be involved in processing, handling, or shipping the Deliverables.
14. Describe your public sector sales objectives for the next three (3) to five (5) years, as well as the key elements of your strategic plan to achieve those objectives.
15. Describe the manufacturing process and any advantages it offers. Your response may include, but is not limited to, facility locations, explanation of the materials used during various manufacturing processes, a description of the inspection and quality control processes, and identification of manufacturing certifications (e.g., ISO).
16. Is the installation service performed by a company-owned installation team or one of your dealers or resellers?
17. Describe the installation process.
18. Describe the qualifications of the installation crews. Your response may include, but is not limited to, training and certification requirements.
19. What are your quality assurance measures and how are they handled in your organization?
20. Describe your customer service offerings, including availability of key personnel and help desk services.
21. Describe how you assess customer satisfaction.
22. Describe your customer website and its capabilities, including its ability to display catalogs and information specific to this Master Agreement.
23. Describe your return policy.
24. Describe your ordering process and methods of order submission, including any online system through which Purchasing Entities can place and track Orders.

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Issued by the **State of Louisiana**
Solicitation Number Doc554414018



-
25. Describe your ability to support a decentralized system of Orders submitted from many end users in multiple states and locations.

 26. Describe the standard equipment warranty for garage-associated equipment.

 27. Describe the warranty claim process.



Attachment I

FINANCIAL PROPOSAL

Proposer must complete all required elements of this Financial Proposal. The format and structure of the Financial Proposal is intended to allow for a fair evaluation of like costs among Proposers. Deviation from the format or structure of this Financial Proposal may result in Proposer's proposal being deemed non-responsive.

Proposer is wholly responsible for ensuring figures and calculations submitted in Proposer's completed Financial Proposal are accurate, even if formulas have been provided by the Lead State as a courtesy.

Inclusion of cost or pricing information in any document other than this Financial Proposal may result in Proposer's proposal being deemed non-responsive.

Proposed Costs

The Financial Proposal for **Category A: Vehicle Lifts** will consist of a completed Market Basket and the Proposer's established catalog/price list for vehicle lifts. The Financial Proposal for **Category B: Garage Associated Equipment** will consist of the Proposer's established catalog/price list for garage associated equipment, which must be submitted by Proposer as part of Proposer's proposal if the proposal includes Category B.

The Market Basket is available on the RFP Website as **revised Appendix 1 dated 1.13.23**. The completed Market Basket should be submitted in Excel format.

The Proposer's established catalog/price list for Category A and Category B (if applicable) should include item description, SKU/part number, equipment type/category, list price (MSRP), discount percentage offered, net price, and whether the equipment complies with Buy America. The established catalog/price list should be submitted in Excel format.

Proposer shall clearly identify any element of the total cost of acquisition that is not included in equipment pricing. This includes all additional charges associated with a purchase.

Proposer should provide pricing information for offered services that are not included in equipment pricing, including, but not limited to, delivery, installation, training, deconstruction and removal of existing equipment, equipment repair, extended warranty, etc. Proposer should identify any parties that impose such costs and their relationship to the Proposer.

All costs proposed by Proposer must also be inclusive of the NASPO ValuePoint administrative fee.

Proposed costs incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Except as permitted below, pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement.

A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. **Unless otherwise negotiated by the Participating Entity**, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.

Proposer should list any offered aggregated volume discounts in Attachment H, Proposer Response Worksheet.

Evaluation of Proposer's Financial Proposal will be based on the **average net price per lift capacity for vehicle lifts** (from the Market Basket) for Category A and **Proposer's average discount percentage offered for garage-associated equipment**, based on Proposer's submitted catalog/price list, for Category B. Financial

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Issued by the **State of Louisiana**
Solicitation Number Doc554414018



Proposals may also be subject to an independent review for reasonableness and best value by the Lead State. Costs determined not to be reasonable or best-value by the Lead State, including any cost to which Proposer's proposed markup or discount is to be applied, may result in all or part of Proposer's proposal being rejected, notwithstanding the results of the Financial Proposal evaluation.



Attachment J

PROPOSED MODIFICATIONS TO SAMPLE MASTER AGREEMENT

The Lead State may, but is not obligated to, consider proposed modifications to Attachment D, Sample Master Agreement.

Provisions of the Sample Master Agreement that are generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the Lead State using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the Lead State.

Proposer-specific modifications to the Sample Master Agreement may be proposed as part of Proposer's proposal in this attachment but are **strongly discouraged**. The quantity, breadth, and nature of modifications proposed by Proposer may be considered in the Lead State's evaluation of Proposer's proposal and of its risks, costs, and benefits to the Lead State and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Proposer's proposal is conditioned, may result in Proposer's proposal being deemed non-responsive.

Proposer's Proposed Modifications. (Check one of the below.)

- Proposer has no proposed modifications to Attachment D, Sample Master Agreement.
- Proposer proposes the modifications set forth in the table below and **will submit with Proposer's proposal a redlined copy of Attachment D, Sample Master Agreement** incorporating each proposed modification. Proposer understands, acknowledges, and agrees to comply with the following:
 - The following will not be considered by the Lead State:
 - Any proposed modification not submitted in this attachment;
 - Any proposed modification not accompanied by an explanation as required in this attachment;
 - Any proposed modification not reflected in redlined edits to the Sample Master Agreement and submitted with Proposer's proposal; and
 - Any proposed modification merely referencing another document or a URL.
 - Proposers may propose additional terms but must include them in this attachment and must clearly identify where any terms conflict with the Sample Master Agreement.
 - If Proposer is awarded a Master Agreement resulting from this RFP, a comparison of Attachment D, Sample Master Agreement and Proposer's accepted modifications thereto may be posted on the NASPO ValuePoint website for examination by potential Participating Entities and Purchasing Entities.
 - Each of the following fields **must** be completed for each proposed modification to the Sample Master Agreement:
 - **Sample Master Agreement Section Reference:** The page, section, or paragraph in the Sample Master Agreement that is the subject of Proposer's proposed modification.
 - **Sample Master Agreement Language:** The language in the Sample Master Agreement that the Proposer is proposing to modify.
 - **Proposed Changes and Alternate Language:** The Proposer's proposed changes to the Sample Master Agreement language including, if applicable, Proposer's proposed alternate language.
 - **Justification for Proposed Change:** Proposer's justification for the proposed change.

Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT



Issued by the State of Louisiana
 Solicitation Number **Doc554414018**

- **Risk and Benefits of Acceptance:** Proposer’s analysis of the risk and benefits to the Lead State, Participating Entities, or Purchasing Entities—including quantifiable costs or cost savings—if Proposer’s proposed change is accepted by the Lead State.

Sample Master Agreement Section Reference	Sample Master Agreement Language	Proposed Changes and Alternate Language	Justification for Proposed Change	Risk and Benefits of Acceptance

[Add additional rows as needed.]



Attachment K

CLAIM OF BUSINESS CONFIDENTIALITY

Proposer’s Claims of Business Confidentiality. (Check one of the below.)

- Proposer is not claiming any information within Proposer’s proposal as confidential, proprietary, or protected. (Check box and skip to SIGNATURE section below.)
- Proposer claims the information set forth in the table below as confidential, proprietary, or protected and **will submit with Proposer’s proposal a redacted copy of Proposer’s proposal**, which must be clearly marked as such. Proposer understands, acknowledges, and agrees to comply with the following:
 - Each of the following fields **must** be completed for each claim asserted by Proposer:
 - **Proposal Section Reference:** The page, section, or paragraph in Proposer’s proposal containing the information claimed to be confidential, proprietary, or protected.
 - **Confidential Information:** A description of the information claimed to be confidential, proprietary, or protected.
 - **Basis for Claim:** The basis for Proposer’s claim.
 - **Explanation:** Explanation of how the information claimed to be confidential meets the basis for the claim.
 - Proposer shall mark each page containing confidential, proprietary, or protected information as “CONFIDENTIAL”.
 - **Proposer may not mark pricing or Proposer’s entire proposal as confidential, proprietary, or protected.**

Proposal Section Reference	Confidential Information	Basis for Claim	Explanation

[Add additional rows as needed.]

**Request for Proposals for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**



Issued by the **State of Louisiana**
Solicitation Number Doc554414018

Signature

By signing below, the undersigned certifies under penalty of perjury that the representations made and the information provided herein are true and correct and may be relied upon by the Lead State for purposes of determining the validity of Proposer's claim(s). Proposer understands that submission of a Claim of Business Confidentiality does not guarantee that information claimed by Proposer as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. Proposer further agrees that if Proposer fails to submit a redacted copy of Proposer's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Proposer releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

PROPOSER:

Signature

Date

Printed Name

Title

Email Address

Phone Number



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

September 5, 2024

City of Sacramento
5730 24th Street
Sacramento, CA 95822

Tel: 916-808-1163
akerstetter@cityofsacramento.org

Attention: Alison Kerstetter, Fleet Manager

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell Contract No. 121223-SKI, for One (1) Set of Six (6) Stertil-KONI Model ST1085-3FWA Mobile Column Lifts your review.

Summary:	Complete Lift Set per attached Sourcewell price sheet	
	Price F.O.B. Shipping Point	\$124,194.00
	Discount	- 36,016.26
	Sub-Total	\$ 88,177.74
	8.75% Estimated Sales Tax	7,715.55
	Freight to Sacramento, CA	4,500.00
	Total	\$100,393.29

- Stertil-KONI is the Sourcewell contract holder and all purchasing documents are to go directly to them. **The City's Purchase Order to be prepared and sent directly to Stertil-KONI.**
200 Log Canoe Circle, Stevensville, MD 21666
Phone: 410-643-9001 Fax: 410-643-8901 Email: orders@stertil-koni.com
- Municipal Maintenance Equipment, Inc. is the local dealer and will provide on-site training, warranty support, and future service for the Stertil-KONI products.
- Pricing includes delivery and on-site training.
- Normal delivery 120-150 days A.R.O. depending on component availability during production.
- Product availability and proposed delivery date provided A.R.O.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: per Sourcewell Program.
- Quotation valid for 30 days.

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

Sincerely,
Municipal Maintenance Equipment, Inc.


James Wheeler,
President

Enclosure



Quote

Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville, MD 21666
T: 410.643.9001
F: 410.643.8901

Quote # 2070
Date 09/05/2024
Expires 10/05/2024
RSM Ron Reazer

Billing Address City of Sacramento, CA
Alison Kerstetter
5730 24th St
Sacramento, CA
95822
Akerstetter@cityofsacramento.org
(916) 808-1163

Shipping Address City of Sacramento, CA
Alison Kerstetter
5730 24th St
Sacramento, CA
95822
Akerstetter@cityofsacramento.org
(916) 808-1163

Sourcewell Contract #:121223-SKI

Item	Qty	Price	Discount	Total
ST-1085-3FWA	1.00	\$124,194.00	29.00%	\$88,177.74

Set of 6 Wireless Battery-Powered Mobile Lifts at 111,000 lbs. capacity, 24V DC, ebright control box on every column with synthetic fixed front wheels and adustable forks

Subtotal: \$124,194.00
Discount: (\$36,016.26)
Tax: \$7,715.55
Shipping: \$4,500.00
Total \$100,393.29

Comments

Sourcewell Member Account # 18730

Subcontract:

Local Distributor:

MME
Bryce Newell

bnewell@source-mme.com
(916) 396-0880

Terms and Conditions

1. Purchase Orders MUST be issued to Steril- Koni USA, Inc., not the Local Distributor. Please submit Purchase Orders to orders@steril-koni.com.
2. P.O.s must be issued on a company letterhead and must contain contact information, billing address, shipping address, phone number, and email. P.O. must also contain direct reference to parts, pricing, and quantity provided on the quote or direct reference to quote number.
3. Product availability and proposed delivery date provided ARO.
4. Customer is responsible for paying sales tax, if any, when applicable.



Solicitation Number: RFP #121223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Stertil-Koni USA, Inc., 200 Log Canoe Circle, Stevensville, MD 21666 (Supplier).

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

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

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 12, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell 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 Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Stertil-Koni USA, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/8/2024 | 10:15 AM CST

DocuSigned by:
Scott Steinhardt
By: 6980C03433AD412...
Scott Steinhardt
Title: President
Date: 2/8/2024 | 10:04 AM CST

RFP 121223 - Vehicle Lifts with Garage and Fleet Maintenance Equipment

Vendor Details

Company Name: Steril-Koni USA, Inc.
Address: 200 Log Canoe Circle
Stevensville, MD 21666
Contact: Kellie Boehm
Email: kellie@steril-koni.com
Phone: 410-643-4434 106
Fax: 410-643-8901
HST#: 52-2010741

Submission Details

Created On: Tuesday November 07, 2023 15:33:34
Submitted On: Tuesday December 12, 2023 14:22:02
Submitted By: Kellie Boehm
Email: kellie@steril-koni.com
Transaction #: 3603aa2f-19e1-445a-bdc1-9d9ab16e1fbf
Submitter's IP Address: 24.145.93.156

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Stertil-Koni USA, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	AC Hydraulics and Durabac, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 1MBU0 Unique Entity Identifier: TGJ6DPMZLFX3
5	Proposer Physical Address:	200 Log Canoe Circle Stevensville, MD 21666
6	Proposer website address (or addresses):	https://stertil-koni.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Scott Steinhardt, President 200 Log Canoe Circle, Stevensville, MD 21666 scott@stertil-koni.com / 410.643.9001
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kellie Hibble, Administrative Sales Manager 200 Log Canoe Circle, Stevensville, MD 21666 kellie@stertil-koni.com / 410.643.4434
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tim Kerr, Sales Support 200 Log Canoe Circle, Stevensville, MD 21666 tim@stertil-koni.com / 410.643.9001 Emmaleigh Gibbs, Administrative Sales Support Assistant 200 Log Canoe Circle, Stevensville, MD 21666 emmaleigh@stertil-koni.com / 410.643.9001

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
-----------	----------	------------

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Stertil-Koni USA (SK) was established in January 1997 in the state of Maryland. SK is a wholly-owned subsidiary of Stertil Enterprises (SE), which is a Delaware-based corporation. SE has two entities: SK and Stertil ALM, the latter of which is the manufacturing and production arm of the company. SK is responsible for all sales and marketing of Stertil-Koni products in North America, and Stertil ALM is responsible for all manufacturing.</p> <p>The core values, business philosophy, and desire for industry longevity are all reflected in the definition of the company's MVVG.</p> <p>The MISSION of SK is to enhance the safe and effective movement of all heavy-duty vehicles throughout the world. Put in the vernacular: "By lifting the world's vehicles, we allow the world to move,"</p> <p>The VISION of SK is to promote and advance the safe lifting of all vehicles for ease of service.</p> <p>The core VALUE is to simply do what is right in all aspects of our operation and to promote trust.</p> <p>The ultimate GOAL is to be the leader in all industries we serve, especially the heavy-duty industry.</p>
----	--	---

11	<p>What are your company's expectations in the event of an award?</p>	<p>Based in large part on association market share statistics, we estimate that Stertil-Koni has become the North American leader in heavy-duty lifting applications. Respectfully, we believe there is no other lift company that focuses exclusively on the heavy-duty customer, generally defined as the ability to lift vehicles over 16,000 lbs.</p> <p>Over the last 23 years, we have developed a very focused distributor base utilizing mostly "heavy-duty" oriented distributors strategically located throughout the United States and Canada.</p> <p>SK is a specialist in selling and servicing HD equipment to US Transit operations throughout the US. The present administration has invested heavily in transit to the tune of about \$100 billion per year that goes into future infrastructure planning and construction of new transit facilities.</p> <p>In addition, we maintain close relationships with the American Public Transit Association (APTA) and keep track of funding opportunities throughout the US and Puerto Rico.</p> <p>SK maintains a very studied analytical approach that monitors existing and future state-by-state project needs and planning. Therefore, one of the areas where we believe we can best promote the Sourcewell concept is with the 3,300 Transit agencies strategically located in North America. Generally speaking, Transit agencies buy heavy-duty lifting equipment at relatively high dollar volumes, and the SOURCEWELL concept is particularly well suited to promote the purchase of these products.</p> <p>Over the years, SK has become a leader in the HD marketplace. Our association with Sourcewell has solidified our position as it relates to this leadership role. As the leader in the field of heavy-duty vehicle lifting systems and a recognized marketing powerhouse in the transportation servicing field, Stertil-Koni takes great pride in its sense of focus, dedication to customer service, as well as ongoing readiness to perform at the highest levels of excellence. Given the fact that Sourcewell has been a catalyst in our development, the hopeful expectation of an award will further help solidify our position in the marketplace.</p> <p>Based on our previous and existing relationship with Sourcewell, we can immediately become operational if we are fortunate enough to benefit from an award. This will benefit Sourcewell, our distributors, our customers, and SK.</p> <p>In summary, our expectations are the following:</p> <ul style="list-style-type: none"> · Using our expertise and experience with the APTA, we can predict and anticipate purchasing needs related to the 3,300 US transits. Sourcewell will play a profound role in that conceptual leadership. · Our previous success and existing excellent relationship with Sourcewell will allow us to continue the momentum that has been established. · The increased addition of new product models, as well as an emphasis on shop equipment, will grow Sourcewell-based sales. · We want to increase training and collaboration between Sourcewell, our internal sales staff, and our individual 28 distributors in order to facilitate the purchase of equipment through Sourcewell. · Sourcewell is a great facilitator in the sense that it streamlines and removes the burden of traditional "low-bid" procurement.
12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Stertil-Koni USA is part of the Stertil group—a highly diversified and highly profitable company with operations throughout the world, including Europe, Asia, and North America. The sales headquarters for SK USA is in Stevensville, Maryland. We are especially proud of our US manufacturing factory in Streator, Illinois, where we employ over 80 workers in various job functions. Our profitability measured through EBITDA is very healthy, and we have the financial resources to be able to continue investing in North America.</p> <p>To demonstrate Stertil-Koni USA's financial strength and stability, we have attached the company's Balance Sheet, Statement of Income, and The Independent Accountant's Review Report for 2020-2022 (Attachment 1).</p> <p>Some highlights from the years 2020 - 2022 include:</p> <ul style="list-style-type: none"> - Revenues have grown from \$46 Million in 2020 to \$84 Million in 2022. - Profit before tax has grown from \$5.8 Million in 2020 to \$10.7 Million in 2022. - The equity and equity ratios in 2022 are \$15.1 million and 70%, respectively.

13	What is your US market share for the solutions that you are proposing?	<p>SK is a member of the Automotive Lift Institute (ALI). As such, there are 19 members comprising both HD and automotive lifts. In the HD sector, as of October 2023, we enjoy the following market share:</p> <p>MOBILES: 37% (among 12 competitors) SKYLIFTS: 48% (among 5 competitors) DIAMOND LIFTS: 48% (among 3 competitors) ECOLIFT: 92%(among 2 competitors)</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>SK is represented by two major distributors in Canada: Novaquip (Ontario, Quebec, and the Maritime Provinces) and Westvac for British Columbia, Manitoba, and Alberta.</p> <p>These two significant distributors represent approximately 90% of the Canadian economy's economic valuation. Our strong distributor presence in these provinces, based on our historical and reality-based knowledge of winning the majority of the public bids, leads us to estimate that we enjoy perhaps 50% of the total market.</p> <p>Having said that, precise Canadian market share estimates are virtually impossible to confirm.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Stertil-Koni has never petitioned for bankruptcy protection.	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Stertil-Koni (SK) is best described as a distributor/dealer/reseller for a manufacturer of the proposed products/ equipment and related services.</p> <p>a) SK is the sales and marketing arm of the parent company we represent, Stertil Group BV. SK is also the sales and marketing arm of the US manufacturing company Stertil ALM. Attached is evidence of SK authorization as an equipment reseller from Stertil B.V. and Stertil ALM (Attachment 2).</p> <p>b) SK (the current applicant for the Sourcewell contract) is not a manufacturer. Stertil ALM (owned by the same parent company) is a sister company to SK. Stertil-ALM is the Streator, Illinois-based manufacturer. SK (Stevensville) is the sales and marketing arm of the North American operation.</p> <p>c) Rather, we are a member of the Stertil Group BV family of companies with a mandate to provide sales and service through an independent network of 28 exclusive distributors that operate in the U.S., Canada, and the Caribbean. These dealers are all independent third-party entities and represent the SK products in the heavy-duty vehicle lifting product marketplace on an exclusive basis in their specific territories.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Stertil-Koni USA, Inc. is incorporated in the State of Maryland. We have attached the Good Standing Certificate issued by the State of Maryland's Department of Assessment and Taxation (Attachment 3). Stertil-Koni USA's FEIN # is 52-2010741. Our line of business does not require any additional specific licenses or certifications.</p> <p>That said, SK is a member of the Automotive Lift Institute (ALI), our industry's highly regarded independent watchdog. Stertil-Koni is proud to have a large number of heavy-duty lifting systems that are ALI/ETL Certified. By way of further background, ALI's mission is to promote the safe design, construction, installation, inspection, and use of vehicle lifts. Please see the attached documentation showing all of Stertil-Koni's lift models and accessories that are certified by ALI (Attachment 4).</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable. Stertil-Koni has not been the subject of "Suspension or Disbarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Stertil-Koni has won several key awards for its product engineering. In addition, the company has been awarded multiple patents for its products by the United States Patent and Trademark Office (USPTO) and the Canadian Patent Office.</p> <p>Industry Recognition</p> <ul style="list-style-type: none"> • First vehicle lift company in the industry to be ISO 9001 certified • First lift manufacturer to offer certified mobile lifting columns utilizing wireless communications • First lift manufacturer to offer certified mobile lifting columns incorporating active energy retrieval system (AERS)—promoting "green" technology. • It is our contention that Stertil-Koni has the largest number of ALI/ETL-certified heavy-duty vehicle lifts registered with our industry's independent watchdog, the Automotive Lift Institute (ALI). • Recipient of the prestigious Innovation Award from Professional Tool and Equipment for developing the EARTHLIFT, the industry's first "green" mobile column lift. EARTHLIFT has components that are 98% recyclable, use bio-degradable fluid, feature batteries that are 100% recyclable, and employ an Active Energy Retrieval System to deliver 35% more lifting cycles at maximum load • Only lift manufacturer to offer a certified platform lifting system (SKYLIFT) that can be extended with certified platform extensions at 49 inches each. • Only lift company in the industry to offer an ALI-certified "tandem" design to platform lifts. • First lift company to have developed the concept of "continuous recess" in in-ground piston lifts. • First lift company in North America to design a piston in-ground lift without the use of hydraulics in the pit. NB: The oil reservoir is located in the above-ground console, thereby avoiding Class 1 Division 1 violations. • Market leader in sales of certified heavy-duty mobile lifting columns • Market leader in the total number of certified heavy-duty vehicle lifts • Only vehicle lift manufacturer that concentrates solely on the heavy-duty lift market, with lifting capacities starting at 16,500 lbs.
20	What percentage of your sales are to the governmental sector in the past three years	<p>Stertil-Koni built its reputation and sales based on municipal or government sales. From our inception in 1997 to 2010, the percentage of sales to the governmental sector was 81%. However, since 2011, Stertil-Koni began an active campaign to even out sales between the government and the private sector. As a result of these efforts between 2011 and 2019, our government sector represented 68%, with 32% trending toward the private sector. In terms of a particular direction, 20% of that 32% is focused on national accounts such as United Airlines, Southwest Airlines, Penske, and Ryder trucks.</p>
21	What percentage of your sales are to the education sector in the past three years	<p>The education sector is relatively underrepresented at Stertil-Koni and represents approximately 4% of sales. This is an area where we expect that Sourcewell's availability can help us increase market share. The majority of sales within that 4% is devoted to School Districts.</p>
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>CMAS: 2020 - \$0.00 / 2021-\$72,827 / 2022-\$0.00 FL Sheriffs: 2020 - \$199,918 / 2021-\$649,869 / 2022-\$1,019,238 NASPO: 2020 - \$7,970,923 / 2021-\$5,848,534 / 2022-\$9,349,757 NJ-ESCNJ: 2020- \$1,005,293 / 2021-\$851,091 / 2022-\$496,590 Sourcewell: 2020-\$3,369,290 / 2021-\$5,070,447 / 2022-\$11,550,061</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA: 2020 - \$ 622,668 GSA: 2021 - \$ 93,959 GSA: 2022 - \$1,054,838</p>

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Minneapolis Transit	Bill Beck	612.349.8021	*
City of Albany, GA	Adam Saylor	229.302.1213	*
Central Ohio Transit Authority	Dominic Valentino	614.275.5830	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
New Jersey Transit	Government	New Jersey - NJ	Vehicle Lift Supply	\$648,000	\$8,700,000	*
New York City Transit	Government	New York - NY	Vehicle Lift Supply	\$7,600,000	\$7,600,000	*
CDTA - Albany Garage	Government	New York - NY	Vehicle Lift Supply	\$470,000	\$700,000	*
Central Ohio Transit Authority	Government	Ohio - OH	Vehicle Lift Supply	\$1,280,000	\$1,280,000	*
Montgomery County Public Schools	Education	Maryland - MD	Vehicle Lift Supply	\$250,000	\$1,900,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	Stertil-Koni (SK) has ten (10) sales managers. Because these sales personnel are employed by SK, they devote 100% of their time to SK and the support of their individual distributors. Each manager represents approximately an average of 4-8 states per person. (See attachment 5)	*
27	Dealer network or other distribution methods.	SK products are available through a dedicated network of 28 exclusive distributors. The concept of exclusivity is one that SK conceived early on in our development. By nature, exclusivity promotes a basis for loyalty, trust, and devotion to the causes that SK espouses and to the programs that SK is fortunate enough to derive benefit and investment. Sourcewell is one of those concepts, and since our distributors are exclusive, we are able to impart a sense of direction and strategic focus. These 28 distributors, exclusive to SK in the delivery, installation, and servicing of heavy-duty vehicle lifting systems and accessories, provide coverage for all the states in the U.S. (including Hawaii and Alaska) as well as all provinces of Canada. We also have a distributor that covers the Caribbean. (see attachment 6)	*

28	Service force.	<p>The nature of the SK product is that service and installation are required in the sale and support of the products. As it relates to mobiles, training, and plug-ins are required, but as the demand for in-ground lifting needs (especially Diamond Lift inground) increases, installation and training become pronounced.</p> <p>Therefore, SK has an experienced, professional service department to support our network of dedicated distributors and the company's end users. This service department includes a service manager and four highly trained service technicians. Please note that all service personnel are full-time employees who are 100% dedicated to the SK product line.</p> <p>Each of our service techs undergo stringent training at our US manufacturing facility in Streator, Illinois.</p> <p>All four (4) of the SK service technicians are located in Stevensville, Maryland. The Stertil-Koni service department assists distributors by providing training as well as servicing and installing equipment. Further, as part of our commitment to delivering exceptional customer service, Stertil-Koni maintains and staffs a 24/7 telephone hotline in case of a technical issue that requires immediate attention. Thus, customers of Stertil-Koni products have direct access to service and technical support around the clock, 24/7, 365 days per year.</p> <p>Our service department consists of: Kevin Hymers, Director of Operations. Mike Tillberry, Service Manager. Mike Nichols, Service Technician. Travis Wilks, Service Technician. Mike Turner, Service Technician.</p> <p>These four (4) techs are used to support our distributors, deal with difficult problems, and, if necessary, service customers and distributors around the US as needed.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>As previously mentioned, SK sells and provides service to an exclusive group of 28 strategically distributed distributors throughout North America. These partners have been instrumental to the overall success of the Sourcewell / Stertil-Koni USA partnership, and as such, they will be very involved in the sales and order processing procedure.</p> <p>As it relates to the specific ordering process, we require that purchase orders from Sourcewell Members be issued to Stertil-Koni USA rather than the Dealer Network. Of course, the distributors will be the primary source of sales and the principal contact point with a Sourcewell Member as it relates to product demonstrations, setup and training, and regular customer service questions.</p> <p>Centralization is critical for several reasons:</p> <p>a) Consistency, accuracy, and contract compliance. All of our distributors are independent third-party corporations. As such, it would be virtually impossible for Stertil-Koni USA to guarantee contract compliance as it relates to pricing, discounts, and other terms and conditions if we don't see each purchase order. Thus, the only way SK can guarantee 100% compliance is by processing all orders directly.</p> <p>b) Reporting: Centralizing all purchase orders through Stertil-Koni USA will also ensure that all sales are included in calculating and payment of the administrative fee to Sourcewell.</p> <p>We wish to emphasize that one of Stertil-Koni USA's great strengths lies within our highly customer-oriented exclusive Dealer Network. Even though the purchasing process is centralized, all Sourcewell Members will receive the same level of service and follow-up as if they placed their purchase orders locally.</p> <p>Therefore, Stertil-Koni USA requires that all purchase orders from Sourcewell Members shall be issued to Stertil-Koni USA, Inc. by:</p> <p>E-mail: orders@stertil-koni.com Mail: Stertil-Koni USA, Inc., 200 Log Canoe Circle, Stevensville, MD 21666 Fax: +1 410-643-8901</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>SK is a sales, marketing, and service organization with one goal: to provide professional support to our customers and partners such as Sourcewell.</p> <p>In terms of our service program process and procedure, Stertil-Koni (SK) maintains a full line of professionals in-house dedicated to supporting our sales, installation, and marketing efforts. The company's in-house sales force comprises 10+ employees and a CAD engineer to provide sales, customer support, and technical guidance. In addition, at our headquarters location in Stevensville, we have a dedicated operations/customer support and technical team (available 24/7) - as well as a complete warehousing operation with four employees, a marketing department with three professional employees, a financial department, and related support staff.</p> <p>The Stertil-Koni organization is dedicated to providing radical customer service with a commitment to a 24/7 response for sales, service, and technical inquiries. Stertil-Koni also utilizes a web-based CRM system to track customer satisfaction and a state-of-the-art inventory management system for tracking financial results, product shipments, and more.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>SK was built on the vision and promise of being willing to become the market leader, and based on many measures, we have achieved that. Willingness is a motivational exercise that is based on intention and drive. Ability is quite different. Ability presupposes that there are factors in place that allow the willingness to proceed. In the 26 years that we have successfully built the SK organization we have put together the steps needed to effectively provide the SK products to the Sourcewell entities. This is based on the following:</p> <ul style="list-style-type: none"> • The 28 SK distributors have the geographical outreach to take care of the outlying geographic areas also represented by Sourcewell entities • SK as an organization has the financial outreach and high levels of profitability to provide the necessary services and products to all Sourcewell entities. • SK has the intellectual capital to be able to serve the multiplicity of needs of all the Sourcewell stakeholders. • SK has the products and services to allow Sourcewell to grow in the many markets that it represents. • SK has the foresight and is in the process of developing the products of tomorrow that the changing landscape of the service market will need in the foreseeable future. 	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Everything explained in 31 has the same application for Canada. In fact, Canada was the source of the second selection of SK distributors in 1997. Canada is part of North America. We share the same culture, values, and needs of the USA. SK has always prioritized the needs of the Canadian market. As indicated in our submission, we further believe that, proportionately speaking, Canada has a bigger potential than the US in terms of opportunities and needs. In addition, SK has recently hired a Regional Sales Manager located in Calgary, Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SK is dedicated to providing and servicing the geographical areas that represent North America. There is no geographical area that we do not cover or at least attempt to cover.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	SK intends to provide sales and support to all entities served by Sourcewell.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SK is fully committed to fulfilling the contract requirements for Hawaii, Alaska, and US territories. To ensure smooth execution, detailed discussions regarding freight and support needs are crucial due to the geographical expanse of these regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
-----------	----------	------------

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Stertil-Koni, widely recognized as the leader in the sale of heavy-duty vehicle lifting systems, shop equipment, and accessories across North America, has also established its dominance in these sectors by virtue of its highly professional, proactive, and keenly focused marketing-oriented approach. In that role, particularly in conjunction with a contract award from Sourcewell, our goal is to continue leveraging our broad, results-driven portfolio of the latest marketing techniques to further advance the sale of our heavy-duty lifting systems across multiple customer audiences.</p> <p>What's more, upon an award from Sourcewell, Stertil-Koni will have a comprehensive marketing plan in place to build awareness of the award and generate orders via the Sourcewell contract.</p> <p>Key elements in our Marketing Plan will include (but not be limited to) the following:</p> <ol style="list-style-type: none"> a. Trade Shows: Stertil-Koni participates in more than 100 trade shows each year across the U.S. and Canada, most of which are focused on the municipal and government marketplace - an ideal alignment for the Sourcewell contract. At these shows, Stertil-Koni will provide professional signage, literature, and visitor briefings on the topic of the partnership between Stertil-Koni and Sourcewell and encourage customers to purchase via the Contract. b. Website Feature: Stertil-Koni will include prominent coverage on our company's homepage, www.Stertil-Koni.com, and on our site's "Purchasing" page. c. Social Media Features: Facebook, Twitter, Instagram, and LinkedIn articles/posts will be published. d. eBlast/s: News distribution regarding Stertil-Koni and Sourcewell will be sent on a regular basis to +35,000 opt-in visitors, leads, and prospects --who currently receive Stertil-Koni updates weekly. e. Blog Feature: Sourcewell articles will be published on Stertil-Koni's blog during the calendar year. f. Distributor Relations: Email and phone alerts will be directed to Stertil-Koni's dedicated network of exclusive heavy-duty vehicle lift distributors across the U.S., Canada, and the Caribbean. g. Sales Force Communications: Personal outreach will be made to Stertil-Koni's in-house sales representatives, serving the U.S., Canada, and the Caribbean, as well as colleagues around the world. h. Email Signatures: Stertil-Koni will encourage its internal team and distributors to feature the Sourcewell logo and a description of the Sourcewell contract awarded to Stertil-Koni on their respective email signature lines. i. Press Releases: Stertil-Koni is the industry leader in issuing professionally written, hard-news-oriented press releases to business and trade press, generating over 5,000 digital and print articles annually. News alerts, first approved by Sourcewell, will be developed and delivered to leading business, transportation, and procurement trade press via Stertil-Koni's professional news distribution service, PR Newswire. j. Advertising: Stertil-Koni will seek to include the partnership between Sourcewell and our company via its targeted, professionally designed, and implemented digital advertising schedule. (see attachment 7)
----	--	--

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Stertil-Koni embraces advanced technology and the use of the Internet as key tools in providing world-class, ongoing marketing activities. Further, these elements will be a cornerstone of our dedicated efforts to ensure broad contract awareness in the U.S. and Canada upon an award from Sourcwell.</p> <p>What follows below is greater detail regarding Stertil-Koni's use of technology to enhance marketing effectiveness.</p> <p>Stertil-Koni employs the latest technology on multiple fronts to provide world-class marketing. We will leverage our expertise and apply it to enhance our marketing effectiveness in conjunction with an award from Sourcwell - all to ensure national (and international) contract awareness. Examples include:</p> <ol style="list-style-type: none"> a. CRM System: Stertil-Koni utilizes Sugar, a world-class, web-based customer relationship management (CRM) system that is updated daily to track all bids, leads, projects, trade shows, customer interactions, customer feedback, distributor activities, sales and more. This is all part of our ongoing management approach that we describe in two simple words: "Measurement Matters." The result? Top management and sales representatives can track in real-time all active deals, leads, and trade show activity across the U.S. and Canada to increase our "closing rate" and ensure the highest levels of customer satisfaction. b. Enterprise Software: Stertil-Koni uses a powerful enterprise software system from SAP to closely track inventory, product shipments, sales, warranty claims, and financial results to further ensure the superior reviews in terms of customer support and satisfaction. All Sourcwell-related sales are also tracked in our digital record-keeping system. c. Real-time Communications Systems: Stertil-Koni utilizes the latest technologies to provide real-time communications with our sales team, distributors, and customers, including: a 24/7 customer hotline, smart phones, iPads, laptop computers, website updates, email communications, eBlasts, blog, password-protected extranet, and social media. d. Google Analytics: Website tracking and performance is reviewed daily, and Stertil-Koni continuously strives to boost our website visibility, unique visitor count, page views, time-on-site and Search Engine Optimization (SEO). e. Constant Contact Email Marketing: Stertil-Koni uses a proprietary, opt-in contact list of more than 35,000 individuals - grown organically over the past 24 years - to deliver weekly product, contract, and service updates that are in turn monitored for "Opens" and "Click-through" rates." Performance, in terms of messaging and imagery, is evaluated continuously, and we modify our techniques to enhance customer "Opens," "Click-Throughs," and information requests. f. Vimeo and YouTube: Stertil-Koni maintains a company "channel" on our website that features more than 40 videos. Company marketing and product videos are distributed regularly via two of the most broadly used video delivery systems - g. YouTube and Vimeo. h. Video Conferencing: Stertil-Koni regularly uses Microsoft Teams, Zoom, Webex, i. Use of the Internet: Communicating via the Internet is also fundamental to Stertil-Koni's marketing focus, including: <ul style="list-style-type: none"> • Website: www.Stertil-Koni.com • Social Media - Facebook, Twitter, Instagram, LinkedIn • Email "Blasts" and Tracking: Constant Contact • Extranet: 24/7 access for distributors and sales personnel to obtain specifications, drawings, manuals, brochures, and latest product updates
----	---	---

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>It is our contention that the previous relationship between SK and Sourcewell has been beneficial for both parties. Accordingly, we hope that the cooperation will continue and we will derive a mutual benefit by working together. We think that the key benefits and attributes of the relationship include the following:</p> <ul style="list-style-type: none"> • SK regularly invites Sourcewell managers to yearly events where all our sales personnel meet. The benefits that derive from these annual events include the opportunity for Sourcewell to meet the key salespeople to increase sales of Sourcewell-related contracts and to understand the rules and regulations of the Sourcewell contract. • Sourcewell literature and graphics are displayed at Stertil-Koni's extensive trade show schedule of events. SK is the only heavy-duty vehicle lift company that regularly engages in more than 100 trade shows per year. In fact, SK regularly attends the APTA (American Public Transit Association) show + the Public Utility show, and many others. • Sourcewell executives are invited to participate at Stertil-Koni's Annual Distributor Meeting - our single most important sales event of the year - and make a major presentation to all our key leadership and sales personnel regarding the tremendous opportunities afforded by the Sourcewell contract. • Sourcewell will issue its own press release announcing that Stertil-Koni has been awarded a contract for "Vehicle Lifts, with Garage and Fleet Maintenance Equipment." For our part, Stertil-Koni will integrate a Sourcewell-awarded contract into our sales process with details below: <ul style="list-style-type: none"> • Immediately upon the contract award, SK will contact all employees and distributors with news of the award and, that same day, initiate our high-impact marketing campaign. • Sales personnel will be the first to be targeted. Hence, our campaign, emphasizing the contract award, will instantly reach Stertil-Koni's in-house sales personnel, totaling 13 top professionals located strategically across North America as well as our entire distributor network, totaling 28 distributor companies and approximately 100 salespeople in the U.S. and Canada. • It is our firm commitment that each Stertil-Koni sales representative and distributor will receive pertinent and timely information about the Sourcewell award and pricing within 24 hours of the contract award, with ongoing briefings and follow-up. • If we are fortunate enough to be awarded a contract, SK marketing will engage in major promotional activities to inform our customer base of the renewed Sourcewell contract. • A Stertil-Koni press release will announce the contract award, to be distributed via PR Newswire to our extensive media contact list. • Sourcewell will receive prominent placement on our website's "How to Buy" page (please see attachment 7). • Stertil-Koni will deliver an eBlast to our opt-in list of +35,000 via Constant Contact (sample attached) and continue to inform this key audience regarding the opportunity to purchase our lifting systems, shop equipment, and accessories via the Sourcewell contract. • Trade show presence in terms of Sourcewell literature and banners (attachment 7). • A Sourcewell presentation will be given by a senior Sourcewell executive at the Stertil-Koni Annual Distributor Meeting. • Stertil-Koni Marketing will design and run select banner ads in key industry trade publications (attachment 7).
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>At the current time, market forces have shown - and Stertil-Koni concurs - that the company's heavy-duty vehicle lifting systems are not yet applicable for an E-procurement process, particularly given the complexity of the systems and the consultative manner in which they are evaluated and sold.</p> <p>That said, Stertil-Koni makes every effort to expand its online visibility for its full range of products, accessories, and services.</p> <p>Our entire product line of comprehensive shop equipment and accessories is available online at www.Stertil-Koi.com with product details available as follows:</p> <ul style="list-style-type: none"> • Stertil-Koni Product Catalog; and • Stertil-Koni Shop Equipment and Accessories.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>All equipment provided by Stertil-Koni and our network of dedicated distributors includes equipment setup and operational training as standard. At any time after the initial sales, the Stertil-Koni group can provide additional operator training. Further, training material is always available in print, web, and video formats. Also, when requested by the end-user, Stertil-Koni will additionally provide maintenance training on our equipment and accessories.</p> <p>In addition, SK holds regular, ongoing sales and product training meetings at multiple locations around the U.S. At those meetings, equipment maintenance and training are conducted and evaluated in detail.</p> <p>SK provides extensive training in the following product categories:</p> <ul style="list-style-type: none"> • Mobile columns—evaluation and placement of rollers and slide blocks—trained in e bright controls and integration—metal cabinet wireless controls—evaluation of power lifts—Earthlift controls—Batteries—Ebright VAC controls • ECOLIFTS—trained in evaluation and placement of slide blocks—trained in versions of centering lines and sliding retainers—overview of classic controls—in-depth review of PCB basic controls—in-depth review of ebright controls—inclinometer values and adjustments—max height programming—AWBP • Diamond lifts—assembly of pistons—in-depth explanation of sonar-based oil sensors—review of items in oil tank—e bright controls—review of sump pump • SKY lifts—in-depth review of PCB-based controls—E Bright controls—software updates
41	Describe any technological advances that your proposed products or services offer.	<p>Stertil-Koni is the recognized innovation leader in the heavy-duty vehicle lift industry. Stertil-Koni holds numerous patents in the United States and Canada for our lifting methods, engineering design, and support systems. Many of the products offered by Stertil-Koni are unique and are not available from other manufacturers. For example, Stertil-Koni was the first manufacturer to provide a green lifting solution for mobile lifting columns and now offers a control system - called ebright Smart Control System -- that incorporates a 7-inch full-color touch screen, much like a computer tablet, for human/machine interface.</p> <p>This solution puts all the operations of the vehicle lift directly at the fingertips of the person who needs the information most - the busy technician on the shop floor. Further, future updates can be provided via software downloads; performance tracking is captured in a "black box" environment; and the touch-screen interface is quick, easy-to-use, and intuitive. Please note that the ebright Smart Control System is ALI/ETL certified and unmatched in the industry.</p> <p>Highlights of what the ebright Smart Control System includes:</p> <ul style="list-style-type: none"> • A high-resolution, brightly illuminated, full-color, 7-inch screen • Touch screen control, even when the technician is wearing gloves • Owner/user-configurable options, including choice of language and personalized ID key to protect against unauthorized use • Presentation of all relevant information at a glance • Up to 16 mobile columns fully synchronized in a single set. <p>Modeled on the conceptual benefits of today's computer tablets, features of the ebright Smart Control system include such vital data as maintenance notifications, programmable lifting-height settings, tracking of specific operations, information codes, and even the operator manual.</p>

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At Stertil-Koni, the leader in heavy-duty vehicle lifts, we've taken green technology to new heights in both mobile column lifts and in-ground lifts. Our highly regarded EARTHLIFT is the industry's first hydraulic green mobile column lift. Its columns are made with components that are 98% recyclable, and the Active Energy Retrieval System (AERS) allows operators to achieve 50% more lifting cycles at maximum lifting load. What's more, the on-screen display highlights the AERS system, enabling the operator to see savings in real-time. EARTHLIFT also uses a closed hydraulic system that contains bio-degradable fluid, and the batteries are 100% recyclable.</p> <p>Many maintenance facilities also utilize in-ground lifts. That's why Stertil-Koni pioneered the introduction of our U.S. and Canadian-patented ECOLIFT, with a lifting capacity of up to 90,000 lbs. It is the industry's original ultra-shallow, full-rise in-ground axle engaging lift. In addition, ECOLIFT uniquely combines high-pressure low volume hydraulics and only requires 3.5 gallons of fluid per scissor - and the hydraulics and electrical components are contained in a free-standing console above ground for easy access. This lift ensures sizeable cost savings on construction and installation and can be utilized in existing workshop pits and even at locations with high water tables.</p> <p>Stertil-Koni also features the DIAMONDLIFT, an in-ground telescopic piston lift setting new standards in heavy-duty lifting. Each piston uses less than five gallons of bio-degradable hydraulic fluid. Plus, all DIAMONDLIFT cassettes are fully self-contained, thanks to Stertil-Koni's exclusive DiamondGuard coating. This unique compound ensures that hazardous shop fluids do not enter the environment. In that way, soil contamination is not a concern.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Virtually all heavy-duty Stertil Koni heavy-duty (HD) lifting products carry the Automotive Lift Institute (ALI) gold label.</p> <p>In addition, Stertil Koni is an ISO 9001-certified company and was the first lift company in the world to acquire ISO 9001 certification.</p> <p>Furthermore, Stertil Koni is the most environmentally friendly company in the HD lifting world. SK manufactures products that meet the "green standard" criteria. Toward that end, we have designed HD lifts with full-color touchscreen control that provide solutions to save energy. We have designed the Active Energy Retrieval System (AERS) feature. The AERS allows the operator to achieve up to 50 lifting cycles without battery recharging. The ingenious concept allows the motor to reverse counter-clockwise and automatically recharge the battery during the downward motion. This saves the end-user thousands of dollars per year in electricity usage, given the fact that the type of equipment used by Stertil Koni requires 220/460 volts. As such, 98% of the materials are recycled materials. Such life cycle design parameters mean that Stertil-Koni is at the forefront of product design and application.</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Stertil-Koni USA, Inc. makes a concerted, proactive effort to partner with WMBEs and SBEs whenever possible.</p> <p>This is especially true at our manufacturing location in Streator, Illinois, where we need to meet the needs and requirements of the Buy America Act (Surface Transportation Act of 1987). As a result, we often have to purchase US steel and other local US purchasing requirements.</p> <p>Stertil-Koni USA has also outsourced its corporate IT hardware and software services to a Service Disabled Veteran Owned Business (SDVOB) company, Corsica Technologies, headquartered in Centreville, MD 21617.</p> <p>Stertil-Koni USA proactively and aggressively solicits Minority and Women-owned Business Enterprises (MWBES) for all trucking services. We are currently requesting quotes from AIT Worldwide Logistics, Middleburg Heights, OH 44130, Expedited Transportation Services, Loganville, GA 30052, and Davis Freight Management Inc., Alden, NY 14004. All three companies are approved MWBES by the State of New York.</p> <p>If Stertil-Koni USA is awarded a contract with Sourcewell, our goal will be to expand our utilization of WMBEs and SBEs for the trucking services resulting from the Sourcewell contract. To that end, Stertil-Koni USA will identify several national and global freight agencies with existing MWBE and/or SBE accreditation in good standing.</p>

45	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?	<p>As the leader in heavy-duty vehicle lifting systems in North America, Stertil Koni provides the following benefits to Sourcewell:</p> <ul style="list-style-type: none"> · Established, mature, and experienced exclusive distributor organization dedicated to the sale and service of heavy-duty lifting equipment, accessories, and shop equipment. · Innovative products that continually meet the needs of the marketplace place, including addressing the needs of meeting ecological standards. · The principle and development of the Active Energy Retrieval System is unique in the marketplace and greatly reduces energy requirements in the workshop. · Mobile lifting technology can achieve up to 50 lifting cycles without battery recharging, thereby increasing the productivity of the marketplace. · Unlike other competitors that utilize electricity and hydraulic oil in the pit area, the SK reservoir is contained 18" above the ground, thereby meeting the requirements of Class 1 Division 1 standards. · Fanatical focus and commitment to excellent service and availability of spare parts. 	*
----	--	---	---

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Our warranty covers all of our products. Our standard warranty is 1-year labor, 2-year parts, and 5-year parts only on hydraulic cylinders used in our mobile lifting columns and a lifetime parts-only warranty on nylon guide rollers used in SK lifting products that utilize such rollers. (Attachment 9)	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>We do have two instances where the warranty is limited.</p> <p>(a) This warranty does not apply where equipment has been damaged due to abnormal wear, misuse, overloading, accident (including shipping), improper maintenance, alteration, improper fluid maintenance, or other causes "not the result of defective materials or workmanship."</p> <p>(b) Stertil-Koni lifting equipment must be installed and serviced by Stertil-Koni factory-trained and Stertil-Koni factory-authorized service technicians. Stertil-Koni lifting equipment not installed and serviced by Stertil-Koni factory-trained and Stertil-Koni factory-authorized service technicians will result in a voided warranty.</p>	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, under the one (1) year labor timeframe of our warranty. Past the one (1) year, technicians' travel and time are billable.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Stertil-Koni covers all geographic regions of the U.S. Warranty service is handled through our network of distributors. Each distributor has an assigned geographic area they are responsible for covering. See attachment 6 for the distributor listing.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes. Our standard warranty covers all our products - 1-year labor and 2 years parts.	*
51	What are your proposed exchange and return programs and policies?	Generally speaking, and depending on the circumstances of the individual situation, the goal at SK is to provide customer satisfaction. If SK is not able to satisfy customer requirements, with the exception of certain in-ground lifting products, which are essentially impossible to return and exchange. In that case, we will work with existing Sourcewell customers to provide a level of compliance and satisfaction with the required product quality.	*
52	Describe any service contract options for the items included in your proposal.	Because the type of equipment that Stertil-Koni sells (with the exception of mobiles) requires an installation phase or several installation phases, there are various options for both installation and post-sale service requirements that are performed by our distributors. Such options are better explored and actualized by contacting the individual SK distributors.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Stertil-Koni's payment terms are Net 30 days.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Stertil-Koni does not have a leasing plan or financing options available at this time.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Stertil-Koni sends the terms and conditions with each invoice. (see attachment 10)
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No. Currently, Stertil-Koni does not accept the P-card and payment process. However, we are open to exploring the opportunity.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Stertil-Koni publishes and regularly updates a price list containing all items offered to Sourcwell members. At the same time, there are a limited number of additional items, such as product installation for fixed lifts, which are not found on the published price list but are negotiated with and agreed upon in partnership with the end-user before consummating the sale. The Purchase Order for an item of this type is always directed to Stertil-Koni.</p> <p>Canada: On request, Stertil-Koni USA, Inc. will provide quotes in Canadian Dollars that will remain valid for 30 days.</p>
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Stertil-Koni is pleased to be provided with this opportunity by Sourcwell. We realize the value of purchasing contracts and look forward to a favorable outcome in our proposal to Sourcwell. Stertil-Koni intends to offer Sourcwell a very favorable discount off the list price as displayed in our published price list. The discounts on Stertil-Koni lifting systems will be as follows:</p> <p>For the purchase of 1 lifting system: 29% off the list price. For the purchase of 2-7 lifting systems: 32% off list price. For the purchase of 8 or more lifting systems: 33.5% off the list price.</p>
59	Describe any quantity or volume discounts or rebate programs that you offer.	<p>For the purchase of 1 lifting system: 29% off list price. For the purchase of 2-7 lifting systems: 32% off list price. For the purchase of 8 or more lifting systems: 33.5% off list price.</p>
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>All Stertil-Koni lifting system products will be offered as part of the Sourcwell contract. With regard to additional costs, as they relate to Stertil-Koni, these typically would be for infrastructure repairs associated with fixed machinery (i.e., in-ground lifting systems, two-post, four-post, and platform lifts).</p> <p>In those instances:</p> <ol style="list-style-type: none"> Strategy: Sourcwell member will work with the Stertil-Koni distributor in the member's territory to establish a fair and reasonable price for the additional items. Process: Stertil-Koni's distributor will alert Stertil-Koni to the request and communicate the details to the Sourcwell member and Stertil-Koni. Specific Method: The Sourcwell member will add the agreed-upon item on the PO, which is submitted directly to Stertil-Koni.

61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Total "Costs of Acquisition" charges not included in "Pricing" submitted in the Stertil-Koni proposal are: a. Installation of fixed equipment lifting systems (e.g., in-ground piston and scissor lifts, platform lifts, two-post and four-post lifts): These costs are to be agreed upon between the Sourcewell member and the Stertil-Koni distributor. b. Freight: FOB Stevensville	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipping and delivery is FOB Stevensville at cost. By way of further background, Stertil-Koni has a dedicated Logistics Department at the company's headquarters in Stevensville, Maryland, that works with numerous high-quality shipping companies throughout the United States and Canada. With our equipment's unique shape, weight, and transportation considerations, Stertil-Koni has developed a very responsive transportation network. We have very competitive rates with all our carriers and have an outstanding record of less than 0.1% in freight damage using our methods. In sum, Stertil-Koni does not markup freight charges, only invoicing for exact charges for equipment shipments.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Stertil Koni products offered to Sourcewell members are priced FOB Stertil-Koni in Stevensville, Maryland. As such, the original expense to ship the product to the user is paid by the user at the time of sale. This includes all locations in the continental US. In accordance with the exchange and return policy stated above, and to ensure radical customer service. Stertil Koni would provide for shipping as needed to return or exchange a product that did not satisfy the end-user (at SK's expense).	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As previously described, delivery of equipment outside the continental US will generally require containerized vessels to various ports. For example, we provide ECOLIFTs to San Juan, Puerto Rico, and those lifts can only be provided by including them in a sealed container, which is a unique delivery method. 95% of the time, our equipment can be included on common carriers.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We offer 29% off list price. See attached for pricing

Table 13: Audit and Administrative Fee

Line Item	Question	Response *

66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	<p>Proper contract compliance is the end goal. Steril-Koni has established procedures and systems in place used in previous contracts and adjusted to meet the increased needs of Sourcwell. These procedures and systems were driven in part to fully comply with existing purchasing contracts, such as Steril-Koni USA's GSA schedule, which now runs through the Federal Contracts Corporation. Regarding the order processing side of the business, we have multiple checkpoints in place.</p> <ol style="list-style-type: none"> The purchase orders from Sourcwell customers will be reviewed by two different members of the accounting team as well as Sourcwell-related staff. All customer purchase orders are also checked for pricing, discounts, and all other terms and conditions before the order is entered into the SAP system. We have implemented this order entry review process to catch pricing and discount anomalies before the order is inputted into our system. Finally, we check the invoice for pricing and discount compliance before sending it to the customer. Consequently, if there should be an error in the original quote, an error in the purchase order from the Sourcwell customer, or an incorrect order entry input on Steril-Koni USA's end, it will be discovered in our billing department before we create the invoice. <p>Regarding sales reporting to Sourcwell and contract fees payable to Sourcwell, we will "tag" all sales arriving from the Sourcwell contract with a unique code in SAP. The tagging will be done in the Order Entry Department. This process is not unique to Sourcwell but is part of all order entries.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Ultimately, the success of the Sourcwell contract can be measured in several ways, seen from the perspective of Sourcwell, the authorized participants, and the end users (customers). For the contract to be truly successful, it must meet the needs and requirements of those three entities. As such, we engage in quarterly exercises to evaluate the program's success primarily seen or determined based on contract dollar value.</p> <p>Obviously, if the contract value is below the expectations of all parties, then by definition, the results have not met the needs of the individual parties.</p> <p>We also engage in customer service surveys to measure the degree of satisfaction with the purchasing process seen from the perspective of delivery, installation, product reliability, and overall satisfaction on the end user's part.</p> <p>One of the best ways to determine growth and success can be measured in the following ways:</p> <ol style="list-style-type: none"> Is the aggregate dollar value of the contract to the satisfaction of Sourcwell and the contract holder? Has there been substantive growth in the contract values on a quarterly and yearly basis? Have the buyers on the Sourcwell contract expressed satisfaction or dissatisfaction as it relates to the disposition and progress of the contract? <p>These internal metrics are used to evaluate the success and whether eventualities can be improved.</p>
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	Steril-Koni proposes an administrative fee of 1.75%, payable to Sourcwell, for contract facilitation, management, and promotion of the Sourcwell contract.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>SK is a specialist dedicated to selling and servicing heavy-duty (HD) vehicle lifting systems. Early in our development, we initiated the concept of FREEDOM OF CHOICE, the idea being that customers have individual needs as it relates to the type of product they are lifting. Therefore, early on, we wanted to provide every kind of lifting technology and design available in the marketplace.</p> <p>As such, we developed four major product specialties that reflect the totality of what any HD customer may wish or need. The operational characteristics of any particular HD lift often define the particular lift or application the customer may need.</p> <p>SK specializes in six (6) categories of heavy-duty (HD) lifts:</p> <ul style="list-style-type: none"> • Mobile lifts • In-ground piston-type lifts • Scissor lifts • Platform lifts • Two post Freedom lifts • Heavy-duty 4-post lifts <p>SK provides a wide variety of lifts, and our dealers or distributors install the lifts as they pertain to the individual needs of the Sourcewell customer.</p> <p>Specifically, the product offerings are the following:</p> <p>Mobile lifts:</p> <ul style="list-style-type: none"> o Earthlift (with Active Energy Retrieval) provides up to 35% more lifting efficiency. <ul style="list-style-type: none"> This “green” technology saves battery life and is more conducive to protecting the environment. o Capacities are 18,500 lbs. per column and 22,000 lbs. per column. o Captures regenerative power and provides more lifting cycles. o Utilizes an AER (Active Energy Retrieval) system that recharges battery life when the motor reverses direction. o Provides maximum workshop efficiency, allowing additional lifting cycles without recharging. This product can be classified as an “environmental lift” promoting “green” energy, which is particularly attractive to municipalities. o It utilizes 98% recyclable components and biofluids for hydraulics. <p>Standard hydraulic mobile lifts:</p> <ul style="list-style-type: none"> o Comes available in both wireless and cabled models. o Multi-master system with control panel on every column o Multiple set configurations possible for large workshops—accommodating up to 32 columns in a single set. o Intuitive full color 7” touch screen ebright control and multiple programming features o 20 full cycles under full load without recharging for the 18,500 lb. capacity column. <ul style="list-style-type: none"> Easy recharging from any standard 110-volt outlet <p>Platform lifts</p> <ul style="list-style-type: none"> o Premium platform lifting with true vertical rise with no cross beams and obstacle-free easy access. o Complete safety with locking from floor level. o Unique half-scissor design which requires no significant loading on the concrete since forces are absorbed into the half-scissor. o Weather-resistant galvanized Washbay model for indoor or outdoor use. o Complete lifting flexibility: articulated buses, trucks with semi-trailers, and articulated units. <ul style="list-style-type: none"> o Available in tandem configurations o Wide range of models, both surface and semi-flush and fully flush mounted, and platform lengths from 20 to 48 feet. <p>2-post Freedom lifts</p> <ul style="list-style-type: none"> o Flexible, easy access without overhead beams or floor plates. o Stable and fully integrated base plate design o Smooth and controlled lifting with a synchronized electronic double hydraulic

		<p>system.</p> <ul style="list-style-type: none"> o Maximum lifting versatility and a wide variety of telescopic lifting arms. o Safe, independent locking system engages at 8" <p>Heavy-Duty 4-post lifts</p> <ul style="list-style-type: none"> o Capacities 50,000 lbs and 66,000 lbs. o Traditional 4-post lifts with standard drive platform configurations o Suitable for a wide fleet of vehicles: articulated buses, trucks with semi-trailers o Platform lengths available from 20' to 38' o Available in tandem configurations <p>In-ground piston Diamond Lift</p> <ul style="list-style-type: none"> o 64,000 lbs up to 140,000 lbs. o "Continuous Recess" version suitable for low clearance vehicles: flush with the floor <ul style="list-style-type: none"> o Fully hydraulic system with double telescopic pistons o Available in 2, 3, or 4-piston configuration. o No electrics or hydraulics in the pit area o Galvanized Ultra-High endurance DiamondGuard o Cassette or frame model available—customer's choice <p>In-ground Scissor ECOLIFT</p> <ul style="list-style-type: none"> o Unique shallow 34" depth design o Reduced installation costs—50% shallower than traditional in-ground lifts o Fully hydraulic system with robust cylinders o Continuous recess for easy accessibility and convenience for low-clearance vehicles <ul style="list-style-type: none"> o Available in 2, 3, or 4 scissor configuration o Relocatable to a different facility <p>Full range of shop equipment</p> <p>Conceptually, vehicle lifts allow the mechanic to raise heavy-duty vehicles. Once the vehicles are elevated, individual components must be removed. That includes gas tanks, tires, front-end assemblies, exhaust, etc. The purpose of shop equipment is to isolate and remove individual components so that mechanics can perform more exact and specific individual repairs on components.</p> <ul style="list-style-type: none"> o SKWD 500 1,000 lbs. capacity o Foldable support stands (18,500 lbs. and 26,500 lbs.) o Heavy-duty transmission jack (3,500 lbs) o Various portable hydraulic jacks o High Lift wheel dolly to remove individual tires from vehicle. <p>Please note that each product offering may require installation, and the SK distributors are fully certified and trained to achieve any individual requirement anywhere in the USA and Canada.</p>
70	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Stertil-Koni's product line can best be described as heavy-duty vehicle lifting systems, shop equipment, hoists, related accessories, and ongoing fleet servicing equipment for government, municipalities, and education entities.</p>

*

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

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

Line Item	Category or Type	Offered *	Comments	
71	Vehicle lifts	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our product range includes mobile column lifts and inground lifts - including piston lifts and scissor lifts - as well as 2-post lifts, 4-post lifts, platform lifts, and more.	*
72	Diagnostic equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	SK does not sell diagnostic equipment.	*
73	Stationary air compressors and ventilation systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	SK does not sell air compressors or ventilation systems.	*
74	Garage tooling and equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our expansive lineup of shop equipment, includes support stands, transmission jacks, wheel dollies, floor jacks, and more.	*
75	Vehicle wash systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	SK does not sell vehicle wash systems.	*
76	Related parts, supplies, and accessories related to the offering of 71 - 75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	SK stocks parts and accessories for all products that we sell.	
77	Installation, repair, and maintenance services related to the offering of 71 - 75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	SK product installation, repair, and maintenance services are provided by our 28 exclusive distributor network.	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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

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

- [Pricing](#) - Steril-Koni Sourcewell Contract #121223 Price List 2023 Edition 1.pdf - Tuesday December 12, 2023 11:49:32
- [Financial Strength and Stability](#) - Attachment 1 - Financials.zip - Tuesday December 12, 2023 11:52:49
- [Marketing Plan/Samples](#) - Attachment 7 - Marketing Samples.zip - Tuesday December 12, 2023 13:44:59
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Attachment 9 - Warranty.pdf - Tuesday December 12, 2023 13:45:35
- [Standard Transaction Document Samples](#) - Attachment 10 - Term and Conditions.pdf - Tuesday December 12, 2023 13:45:58
- [Upload Additional Document](#) - Attachment 2-6,8 Various.zip - Tuesday December 12, 2023 13:48:20
- Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kellie Hibble, Administrative Sales Manager, Stertil-Koni USA, Inc.

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_2_RFP_121223_Vehicle_Lifts Wed November 15 2023 03:04 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_121223_Vehicle_Lifts Tue November 14 2023 04:21 PM	<input checked="" type="checkbox"/>	2



RFP #121223
REQUEST FOR PROPOSALS
for
Vehicle Lifts with Garage and Fleet Maintenance Equipment

Proposal Due Date: December 12, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Vehicle Lifts with Garage and Fleet Maintenance Equipment 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 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	October 24, 2023
Pre-proposal Conference:	November 15, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	December 4, 2023, 4:30 p.m., Central Time
Proposal Due Date:	December 12, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	December 12, 2023, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that 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 (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers 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 suppliers' 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 entities¹;
- 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;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, 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; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

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

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. 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, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

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

II. SOLICITATION DETAILS

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 Vehicle Lifts with Garage and Fleet Maintenance Equipment, including, but not to be limited to:
 - a. Vehicle lifts;
 - b. Diagnostic equipment;
 - c. Stationary air compressors and ventilation systems;
 - d. Garage tooling and equipment;
 - e. Vehicle wash systems;
 - f. Related parts, supplies, and accessories related to the offering of 1. a. - e above; and,
 - g. Installation, repair, and maintenance services related to the offering of 1. a. - e. above.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. The primary focus of this solicitation is on Vehicle Lifts with Garage and Fleet Maintenance Equipment. This solicitation should NOT be construed to include services-only solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services, Accessories, and Services (RFP #092920);
- b. OEM Automotive Parts and Supplies (RFP #101520);
- c. Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions (RFP #110520);
- d. Fleet Management Technologies with Related Software Solutions (RFP #020221);
- e. Aftermarket Vehicle Parts and Supplies (RFP #032521);
- f. Tires with Related Equipment and Supplies (RFP #082521); and,
- g. Fuel Delivery with Related Services (RFP #121522).

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-only 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 suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer 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. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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 \$27 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. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. 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.
5. 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.
6. 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 proposer'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 not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, 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 awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

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

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

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

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

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

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

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

C. ADDENDA

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

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

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

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

D. PROPOSAL SUBMISSION

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

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

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

Upon successful submission of a proposal, the Sourcewell Procurement 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 Sourcewell 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 in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers 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 its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring 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 (a copy is available in the Sourcewell Procurement Portal):

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

C. PROTESTS OF AWARDS

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

protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; 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 may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

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.



11/14/2023

Addendum No. 1

Solicitation Number: RFP 121223

Solicitation Name: Vehicle Lifts with Garage and Fleet Maintenance Equipment

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

Question 1:

In section 4 of the sample contract – Product and Pricing Changes – it states the supplier may request Equipment, Product and Service changes, additions, or deletions at any time. Does that also include adding additional vendors to the suppliers offering after the contract has been awarded?

Answer 1:

Refer to Section 4. Product and Pricing Change Requests, “Supplier may request Equipment, Product, or Service changes, **additions**, or deletions at any time.” Sourcewell allows additions of products and services that fall within the scope of the RFP as described in Section II. B. of the RFP.

Question 2:

In section F of the RFP, it mentions the proposers marketing plan and in section 7 of the questionnaire, Sourcewell is asking for specific marketing strategies. Will these responses remain confidential?

Answer 2: Refer to RFP section VI. 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.”

Question 3:

Within both the sample contract & the RFP there is a mention of administrative fees, however the exact fee amount is not listed. What is the administrative fee for this contract or is the supplier able to set this amount themselves?

Answer 3:

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

Question 4:

In table 2 within the question section – question #12 is asking the bidders to demonstrate financial strength. An example of this might be financial statements. If provided will the financial statements remain confidential?

Answer 4:

Question #12 offers options for respondents (financial statements, SEC filings, credit and bond ratings, letters of credit, detailed reference letters) to demonstrate financial strength. 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.

End of Addendum

Acknowledgement of this Addendum to RFP 121223 posted to the Sourcewell Procurement Portal on 11/14/2023, is required at the time of proposal submittal.



11/15/2023

Addendum No. 2

Solicitation Number: RFP 121223

Solicitation Name: Vehicle Lifts with Garage and Fleet Maintenance Equipment

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

Question 1:

Will a recording of today's meeting be available for viewing later?

Answer 1:

A PDF of the Pre-Proposal slides and a link to view a recording of the Pre-Proposal Conference will be distributed to all registered plan takers.

End of Addendum

Acknowledgement of this Addendum to RFP 121223 posted to the Sourcewell Procurement Portal on 11/15/2023, is required at the time of proposal submittal.