



**Cooperative Purchase Request**

**Instructions for Use:**

Step 1 – Complete parts 1, 2, 3, and 4.

Step 2 – Collect attachments enumerated in part 4.

Step 3 – Email completed form and relevant attachments to [prg@nashville.gov](mailto:prg@nashville.gov).

Note – do **not** sign. Pending review, the division of purchases will collect signatures via DocuSign.

Rec. July 21, 2022

Part 1 - Requesting Department Information			
Contact Person	Andrew Tinsley	Department	General Services
Email	Andrew.Tinsley@nashville.gov	Phone	615-862-6787
Date Submitted	07/21/22		

Part 2 - Cooperative Information			
Cooperative Entity	Sourcewell	Originating Agency	State of Minnesota
Vendor	P.L. Custom Body and Equipment Co., Inc.	Contract Number	110921-PLC
Contract Start	2/23/2022	Contract Expiration	2/23/2026
Solicitation Method	RFP		
Description of good/services procured	Ambulance and Emergency Medical Service Vehicles		

Part 3 - Utilizing Departments		
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	Will any Metro departments/agencies, other than the requesting department/agency, be utilizing this cooperative? If yes, please indicate which departments/agencies below:
		Fire

Part 4 - Attachments & Attestations		
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	Have you attached the original contract from the originating agency?
<input checked="" type="radio"/>	<input type="radio"/>	Does the contract contain a cooperative purchase provision allowing use by other governmental agencies?
<input checked="" type="radio"/>	<input type="radio"/>	Do you accept the terms and conditions of the contract without exception?
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	Have you attached the formal solicitation (RFP/ITB) from the originating agency?
<input checked="" type="radio"/>	<input type="radio"/>	Was the solicitation advertised, open, and unrestricted?
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	This purchase, including but not limited to cost terms detailed in the contract, is in the best interest of the Metropolitan Government of Nashville & Davidson County.
Below, briefly describe why utilizing this cooperative contract—as opposed to issuing an RFP/ITB—is more advantageous to Metro. Be thorough; this is utilized to develop legislation. Failure to complete may result in your request being returned.		
It is in Metro's best interest to have multiple avenues of procuring first response vehicles and equipment. With the current volatility in the manufacturing industry the ability to use of this contract will increase availability and competitive pricing of Ambulances to Metro.		

Part 5 – Signatures – To be completed by the division of purchases.		
Signature	Date Signed	Entity
	7/22/2022   6:30 AM CDT	← Department Contact/Requestor
Velvet Hunter	7/22/2022   11:56 AM CDT	← Department Head
Michelle R. Hernandez Lane	11/15/2022   11:41 AM CST	← Purchasing Agent



**SOURCEWELL  
STATE OF MINNESOTA**

Member Thomas moved the adoption of the following Resolution:

**RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES**

**Resolution No. 2021-18**

**WHEREAS**, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program; and

**WHEREAS**, the Chief Procurement Officer recommends approval of categories detailed above.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: (list names here)

wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts, Kircher

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

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:  
Sara Nagel  
CF62F09F8AFC4BB...  
**Clerk to the Board of Directors**

## APPENDIX A

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


**Requesting Board permission to Re-Solicit the following categories:**

Public Utility Equipment with Related Accessories and Supplies
Ambulance and EMT Vehicles with Related Equipment, Accessories, and Supplies
K-12 Food Products and Distribution with Related Services
State of Ohio - Indefinite Delivery Indefinite Quantity Contracting

**NEW CONTRACTS**

Supplier Name	Contract Number	Solicitation Title
Blink Charging Co.	042221-BLK	"Electric Vehicle Supply Equipment and Related Services"
ChargePoint, Inc.	042221-CPI	"Electric Vehicle Supply Equipment and Related Services"
EV Connect, Inc.	042221-EVC	"Electric Vehicle Supply Equipment and Related Services"
EVBox North America, Inc.	042221-EVB	"Electric Vehicle Supply Equipment and Related Services"
FLO Services USA	042221-FLO	"Electric Vehicle Supply Equipment and Related Services"
Freewire Technologies	042221-FRE	"Electric Vehicle Supply Equipment and Related Services"
Livingston Charge Port	042221-LIV	"Electric Vehicle Supply Equipment and Related Services"
Nuvve Holdings	042221-NUV	"Electric Vehicle Supply Equipment and Related Services"
SemaConnect, Inc.	042221-SEM	"Electric Vehicle Supply Equipment and Related Services"
Siemens Industry, Inc.	042221-SIE	"Electric Vehicle Supply Equipment and Related Services"
Wireless Advanced Vehicle Electrification (WAVE), LLC	042221-WVE	"Electric Vehicle Supply Equipment and Related Services"
The ActOne Group Inc./ATIMS	051321-AOG	"Public Safety Software"
BackDraft OpCo, LLC	051321-BAK	"Public Safety Software"
Deccan International	051321-DEC	"Public Safety Software"
Envisage Technologies	051321-ENV	"Public Safety Software"
Genasys, Inc.	051321-GYS	"Public Safety Software"
Motorola Solutions, Inc.	051321-MOT	"Public Safety Software"
Off Duty Management, Inc.	051321-OFF	"Public Safety Software"
Quicket Solutions, Inc.	051321-QKT	"Public Safety Software"
RadioMobile, Inc.	051321-RDO	"Public Safety Software"
SmartCOP, Inc.	051321-SMT	"Public Safety Software"
Utility Associates, Inc.	051321-UTI	"Public Safety Software"
Vaisala, Inc.	051321-VAI	"Public Safety Software"
Abacus Service Corporation	062421-ABA	"Facilities Maintenance Services"
Kellermeyer Bergensons Services, LLC	062421-KEL	"Facilities Maintenance Services"
LSS Holdings, LLC	062421-LSS	"Facilities Maintenance Services"
Siemens Industry, Inc.	062421-SIE	"Facilities Maintenance Services"
Sweep America Intermediate Holdings, LLC	062421-SWP	"Facilities Maintenance Services"
Vanguard Cleaning Systems of Western Canada	062421-VAN	"Facilities Maintenance Services"
Alamo Group, Inc.	070821-AGI	"Road Right-of-Way Maintenance Equipment"
Altoz, Inc.	070821-ATZ	"Road Right-of-Way Maintenance Equipment"
Bomford Turner, Limited	070821-BFD	"Road Right-of-Way Maintenance Equipment"
Bush Hog Inc.	070821-BHG	"Road Right-of-Way Maintenance Equipment"
Diamond Mowers, LLC	070821-DMM	"Road Right-of-Way Maintenance Equipment"
FINN Corporation	070821-FNN	"Road Right-of-Way Maintenance Equipment"
Green Climber of North America, Inc.	070821-GCL	"Road Right-of-Way Maintenance Equipment"
Land Pride, a Division of Great Plains Mfg. Inc.	070821-LPI	"Road Right-of-Way Maintenance Equipment"
Logix ITS	070821-LGX	"Road Right-of-Way Maintenance Equipment"
Schulte Industries, Ltd.	070821-SCI	"Road Right-of-Way Maintenance Equipment"
Tiger Corporation	070821-TGR	"Road Right-of-Way Maintenance Equipment"

**CONTRACT EXTENSIONS**

Supplier Name	Contract Number	Solicitation Title
Ennis-Flint, Inc.	062817-EPI	"Airport Consumable Products with Related Supplies and Services"

**SOURCEWELL  
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

**RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS**

**3/15/2022**

**Resolution No. 2022-08**

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

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

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

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

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

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

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)

Zylka, Veronen, Thiel, Thomas, Barrows, Kircher

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

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:  
Sara Nagel  
9BEF5D6F88D140B...  
**Clerk to the Board of Directors**

## APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT**  
**BOARD ITEMS - March 2022**

<b>CONSENT AGENDA ITEMS</b>	<b>Requesting Board permission to Solicit the following categories:</b>		
	Roadway Paving Equipment		
	Law Enforcement Equipment		
	Indefinite Delivery Indefinite Quantity Construction - New Mexico		
	<b>Requesting Board permission to Re-Solicit the following categories:</b>		
<b>CONSENT AGENDA ITEMS</b>	<b>NEW CONTRACTS</b>		
	<b>Supplier Name</b>	<b>Contract Number</b>	<b>Solicitation Title</b>
	Demers Ambulances Manufacturer	110921-DEM	"Ambulance and Emergency Medical Service Vehicles"
	Firetrucks Unlimited, LLC	110921-FRU	"Ambulance and Emergency Medical Service Vehicles"
	Halcore Group & Horton Emergency Vehicles	110921-HAL	"Ambulance and Emergency Medical Service Vehicles"
	P.L. Custom Body and Equipment Co.	110921-PLC	"Ambulance and Emergency Medical Service Vehicles"
	REV Group, Inc. dba Wheeled Coach Ambulance	110921-RVO	"Ambulance and Emergency Medical Service Vehicles"
	Pitney Bowes Inc.	011322-PIT	"Mailing and Postage Equipment and Technology"
	Quadient, Inc.	011322-QDT	"Mailing and Postage Equipment and Technology"
	<b>CONTRACT EXTENSIONS</b>		
<b>Supplier Name</b>	<b>Contract Number</b>	<b>Solicitation Title</b>	
Gradall Industries, Inc.	122017-GRD	"Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipmnet with Related Accessories and Supplies"	
Enterprise Fleet Management, Inc.	060618-EFM	"Fleet Management Services"	
<b>NEW IDIQ CONTRACTS</b>			
<b>Company Name</b>	<b>Contract Number</b>	<b>State - Region - Type of Work</b>	
<b>IDIQ RENEWALS</b>			
<b>Company Name</b>	<b>Contract Number</b>		
Centennial Contractors Enterprises, Inc.	TX-RGV-GC-021920-CCE		
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-GC-GC-021920-FHP		
Amstar, Inc.	TX-RGV-GC-021920-AMS		
RoofConnect Logistics, Inc.	TX-GC-RC-021920-RCI		
Amstar, Inc.	TX-GC-GC-021920-AMS		
Lee Construction and Maintenance Company	TX-GC-F-021920-LCM		
CORE Construction Services of Texas, Inc.	TX-RGV-GC-021920-CCT		
Lee Construction and Maintenance Company	TX-GC-GC-021920-LCM		
Lee Construction and Maintenance Company	TX-GC-EC-021920-LCM		
CORE Construction Services of Texas, Inc.	TX-GC-GC-021920-CCT		
Dunhill Development and Construction	TX-GC-GC-021920-DUN		
TSG Industries	TX-GC-GC-021920-TSG		
TSG Industries	TX-GC-F-021920-TSG		
AR Energy Services, LLC	TX-GC-GC-021920-ARE		
RoofConnect Logistics, Inc.	TX-GC-W-021920-RCI		
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-RGV-GC-021920-FHP		
Lee Construction and Maintenance Company	TX-GC-P-021920-LCM		
Alpha Building Corporation	TX-GC-GC-021920-ABC		
Centennial Contractors Enterprises, Inc.	TX-GC-GC-021920-CCE		
Polaris Electrical Construction Corp.	LI01-E-012920-PEC		
Polaris Electrical Construction Corp.	NYC01-E-012920-PEC		
Volmar Construction, Inc.	LI01-GC-012920-VOL		
Pro Con Group, Inc.	NYC02-GC-012920-PCG		
Wade Electric, Inc.	NYC02-E-012920-WEI		



**COMMENT AND REVIEW**  
to the  
REQUEST FOR PROPOSAL (RFP) #110921  
Entitled

**Ambulance and Emergency Medical Service Vehicles**

The following advertisement was placed September 21, 2021 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov), Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Bidding, Merx, The New York State Contract Reporter [www.nyscr.ny.gov](http://www.nyscr.ny.gov), PublicPurchase.com, on September 22, 2021 in Oregon's *Daily Journal of Commerce*, and on September 21 and September 28, 2021 in *The Oklahoman*:

*Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Ambulance and Emergency Medical Service Vehicles 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 November 9, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.*

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

10-8 Emergency Vehicle Service	Hi-Tech Emergency Vehicle Service, Inc.
American Emergency Vehicles	IVS, Inc. dba AngelTrax
Apgar Ambulance, LLC	J & B Medical Supply Co., Inc.
Balcer Ambulance Sales Corp.	Lion Buses, Inc.
Cooperative Services, LLC	Marion Body Works, Inc.
CUSTOM TRUCK AND BODY WORKS, INC.	MoveMobility, Inc.
Demers Ambulances USA, Inc.	Osage Industries, Inc.
Ed M. Feld Equipment Co., Inc. DBA Feld Fire	P.L. Custom Body and Equipment Co., Inc.
Excellance, Inc.	REV Ambulance Group Orlando
Firetrucks Unlimited, LLC	REV Orlando Group
First Priority Emergency Vehicles, Inc.	Revgroup, Inc.
FR Conversions, Inc.	The Pep Boys - Manny, Moe & Jack, LLC
GAINESVILLE TRUCK CENTER, INC.	True North Equipment, Inc.

Halcore Group, Inc. dba Leader Emergency Vehicles	Wade Ford, Inc.
Halcore Group, Inc.	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on November 9, 2021, at 4:30:56 pm CT. Proposals were received from the following:

Demers, Ambulance Manufacturer Inc.  
 Firetrucks Unlimited, LLC  
 Halcore Group, Inc., dba Horton Emergency Vehicles  
 Halcore Group, Inc., dba Leader Emergency Vehicles  
 Osage Industries, Inc.  
 P.L. Custom Body and Equipment Co., Inc.  
 REV Ambulance Group Orlando, Inc., dba Wheeled Coach  
 REV Orlando Group Orlando, Inc., dba Road Rescue Emergency Vehicles  
 Revgroup, Inc., dba American Emergency Vehicles

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, Procurement Lead Analyst  
 Michael Muñoz, CPPB, Procurement Analyst  
 Chris Robinson, CPSM, Procurement Manager  
 Nick Scholer, Procurement Analyst

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

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements. The Sourcewell Chief Procurement Officer then reviewed and resolved potential concerns related to the submittal of multiple coordinated proposals, and directed that all proposal responses received were to be evaluated.

Demers, Ambulance Manufacturer Inc., provides numerous models of Type I, II, and III ambulances. Their dealer network and direct sales force will allow them to serve Sourcewell participating entities across the United States and Canada. Demers Ambulance is offering pricing rates competitively discounted from MSRP.

Firetrucks Unlimited, LLC, offers remounting and refurbishing services for Type I, III and IV ambulances on either new or customer provided chassis. They also have an inventory of used ambulances available for sale. The dual Firetrucks Unlimited locations, and their dealer network, allow them to sell and serve entities in the United States and Canada. They are offering solid discounts from list pricing to Sourcewell participating entities.

Halcore Group, Inc., dba Horton Emergency Vehicles, manufactures Type I, III and IV ambulances and also provides remount and refurbishment services. They will support Sourcewell participating entities throughout the United States with a combined dealer network and factory-direct sales and service team. Horton vehicle options include green technology such as idle mitigation and roof-mounted solar panels. Their pricing reflects considerable discounts on base models and published options.


P.L. Custom Body and Equipment Co., Inc., provides numerous options for Type I, III and IV ambulances, with available remounting and conversion services. Their dealer network provides coverage in 30 states, with available direct sales alternatives in the rest of the US.. P.L. Custom is offering Sourcewell participating entities competitively discounted pricing from MSRP.

REV Ambulance Group Orlando, Inc., dba Wheeled Coach, custom manufactures ambulances, each outfitted with a wide array of ancillary equipment, to offer a complete solution for participating entities' needs. Wheeled Coach has an available dealer network to serve Sourcewell participating entities across the United States and is developing a sales apparatus to serve into Canada. They are offering solid discounts from list pricing to Sourcewell participating entities.

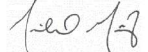
Upon the evaluation findings of the Proposal Evaluation Committee, the Sourcewell Chief Procurement Officer made the determination to award Sourcewell Contract #110921 to:

- |  |             |
|--|-------------|
| Demers, Ambulance Manufacturer, Inc.                 | #110921-DEM |
| Firetrucks Unlimited, LLC                            | #110921-FRU |
| Halcore Group, Inc., dba Horton Emergency Vehicles   | #110921-HAL |
| P.L. Custom Body and Equipment Co., Inc.             | #110921-PLC |
| REV Ambulance Group Orlando, Inc., dba Wheeled Coach | #110921-RVO |


The preceding recommendations were approved on January 31, 2022.

DocuSigned by:  
  
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Chris Robinson, CPSM, Procurement Manager

DocuSigned by:  
  
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Michael Muñoz, CPPB, Procurement Analyst

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Nick Scholer, Procurement Analyst

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Greg Grunig, Procurement Lead Analyst



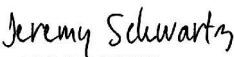
### STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #110921 for Ambulance and Emergency Medical Service Vehicles**.

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

I hereby certify:

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

DocuSigned by:  
  
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Jeremy Schwartz, CSSBB, CPPO  
Chief Procurement Officer

**Solicitation Number: RFP #110921****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and P.L. Custom Body and Equipment Co., Inc., 2201 Atlantic Ave., Manasquan, NJ 08736 (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 Ambulance and Emergency Medical Service Vehicles from which Supplier was awarded a contract.

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 23, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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

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

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

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out, refurbished, or remounted 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. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, 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 in the amount specified in the table below, based on the number of units in each order by Participating Entities under this Contract, as the administrative fee during each calendar quarter.

Order Size	Administrative Fee
5 units or fewer	\$1,000.00 USD
6 - 10 units	\$2,000.00 USD
11 - 15 units	\$3,000.00 USD
16 units or more	\$4,000.00 USD

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 Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.



- B. **ASSIGNMENT.** Neither 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, stored, used, 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. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of 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-Completed operations  
 \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

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

government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may 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 not 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

P.L. Custom Body and Equipment Co., Inc.

DocuSigned by:  
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Title: Chief Procurement Officer  
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Date: \_\_\_\_\_

# RFP 110921 - Ambulance and Emergency Medical Service Vehicles

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## Vendor Details

Company Name: P.L. Custom Body and Equipment Co., Inc.

Does your company conduct business under any other name? If yes, please state: PL Custom Emergency Vehicles (ambulances, remounts, conversions) and Rescue 1 (rescues, command, haz-mat)

Address: 2201 Atlantic Avenue  
Manasquan, NJ 08736

Contact: Chad Newsome

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HST#: 41-1310360

## Submission Details

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Submitted On: Friday November 05, 2021 15:54:06

Submitted By: Deb Thomson

Email: debthomson@plcustom.com

Transaction #: 4f52d12b-d5ba-470c-aad4-957fe47cb4ed

Submitter's IP Address: 96.56.20.251

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	P.L. Custom Body and Equipment Co., Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	There are no subsidiary entities.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	PL Custom Emergency Vehicles.
4	Proposer Physical Address:	2201 Atlantic Ave, Manasquan, NJ 08736
5	Proposer website address (or addresses):	www.plcustom.com
6	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):	Deborah L. Thomson President debthomson@plcustom.com 732.223.1411
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Newsome National Sales Manager cnewsome@plcustom.com 732.223.1411 ext. 149
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None

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

Line Item	Question	Response *
9	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>P.L. Custom Body and Equipment Co., Inc. (PLCB) is a closely held, independently owned C-Corporation manufacturer located in Manasquan, NJ. We have been in the business of serving the emergency services community with the manufacturing of ambulances, rescue trucks, and other specialty response units since 1946. 2021 marks our 75th anniversary! The business was purchased by the Smock Family in 1970 and is operating under the same management today.</p> <p>P.L. Custom Body and Equipment Co., Inc, DBA PL Custom Emergency Vehicles (PLCEV), manufacturers Type I, Type III, and Medium Duty ambulances. As our name symbolizes, we are a custom manufacturer. We have 175 full time employees at our Manasquan, NJ location. Many of our employees have been with us for 20, 30, and over 40 years! This longevity and loyalty are supported by the true family commitment we have for our employees. The tribal knowledge these long-term employees have is invaluable to both our company and to our customers.</p> <p>Central to our core values is a dedication to design and the manufacturing of reliable, durable, and serviceable vehicles customized to meet and exceed the specific needs of our customers. We are known as a company that stands behind our products and will always do the right thing when it comes to our customers.</p>

10	What are your company's expectations in the event of an award?	In the event of an award by Sourcwell for our Emergency Vehicles, we would expect to achieve an increase in sales and deliveries. As we saw on our last awarded contract, the growing acceptance and desire for cooperative bids, and in particular the Sourcwell program, has opened new avenues to expand our product reach. The Sourcwell Members consistently point out the ease of working with this specific cooperative purchasing program. If awarded, we see a continuation and expansion of being able to assist those members in acquiring products from PLCB.	*
11	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>PL Custom Body &amp; Equipment Co had annual revenue of \$25,765,555.00 in 2020. This was generated from the manufacture and sale of ambulance vehicles, rescue vehicles, ambulance body remounts, service and parts sales. Our financial statements for 2020/2019 are included in our submission.</p> <p>We enjoy a strong and long-term relationship with Provident Bank, with credit lines for both chassis and working capital. These credit lines are approved at \$6,000,000 total. We also have a relationship with Ford Motor Credit and a chassis line of \$3,500,000. Our approved interest rate for both of these lines is below prime.</p> <p>Our performance bond rating with NGM Insurance Company is strong and has been maintained for many years at a percentage rate of &lt;1%.</p>	*
12	What is your US market share for the solutions that you are proposing?	Our US market share for our ambulances and emergency vehicles is approximately 5% per the NTEA / AMD annual survey reports.	*
13	What is your Canadian market share for the solutions that you are proposing?	We currently do not market our ambulance vehicles in Canada.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>P.L. Custom Body and Equipment Co., Inc. is a manufacturer of custom ambulances and emergency vehicles.</p> <p>Answering b) PL Custom Emergency Vehicles is a manufacturer of custom emergency vehicles with sales distribution thru a network of independently owned and operated Sales and Service Dealers in 29 states outside of New Jersey. These individuals would be considered employees of a third party.</p> <p>Our Dealers maintain a sales distribution agreement with P.L. Custom Body and Equipment Co., Inc. which details their respective area of responsibility, performance expectations, and service requirements. Sales and service in New Jersey is provided by New Jersey Emergency Vehicles (NJEV), a division of PLCB. This staff of 32 sales and service techs are employees of PLCB.</p>	*
16	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.	PLCB maintains Certification to Federal Specification KKK-A-1822 Rev. F, Ford QVM, NFPA, and OSHA. We maintain manufacturer licenses in all states that require it. We are current members of NFPA, NJBIA, NTEA/AMD/MVP, and CAAS.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

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

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	NTEA/MVP Qualified Company Ford QVM approval rating at 98.5% NTEA/AMD Executive Board Member, Deborah L. Thomson, active member and former chair of the division.
19	What percentage of your sales are to the governmental sector in the past three years	90% of our vehicles sales are to government / municipal customers; local/city fire/ems departments, large county fire/ems departments. 10% of our vehicle sales are to hospital based ems services.
20	What percentage of your sales are to the education sector in the past three years	We do not sell to the education sector.
21	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?	Houston Galveston Area Cooperative (HGAC) \$5,000,000 avg per year for the past 3 years Pennsylvania Co-Stars – maintained by Pennsylvania Dealer FCAM - Maintained by Massachusetts Dealer Florida Sheriffs – Maintained by Florida Dealer Sourcewell for ambulances and rescue vehicles – over \$5,000,000 in 2021 and continuing to grow
22	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?	We do not have a GSA Contract

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Clinton Rescue Squad PO Box 5265 Clinton, NJ 08809 Member # 98207	Frank Setnicky, Chief	908.735.4012
City of Novi 45175 W. 10 Mile Road Novi, MI 48375 Member # 26244	Michael Rhatigan Fleet Asset Manager City of Novi	248.567.0395
City of Elkhart 2421 17th Street Elkhart, IN 46517 Member # 27713	Shaun Edgerton, Chief Kristi Sommer, Asst. Chief Elkhart Fire Department	574.293.8931

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

**Line Item 24.** 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 *	
Chesterfield County Fire & EMS	Government	Virginia - VA	International Medium Duty Ambulances	12 Units	3,600,000.00	*
Montgomery County Fire	Government	Maryland - MD	Freightliner Medium Duty Ambulances Spartan Heavy Rescue Units	16 ambulances 3 Heavy Rescue	8,600,000.00	*
Spring Hill Community Ambulance Corp	Government	New York - NY	Type I, Type III and remount vehicles	6 units	1,500,000.00	*
Wheaton Volunteer Rescue Squad	Government	Maryland - MD	Freightliner Medium Duty Ambulances Conversion vehicles	3 ambulances 3 conversion vehicles	1,110,000.00	*
Boca Raton Fire Dept	Government	Florida - FL	Freightliner Medium Duty Ambulances	3 Ambulances	1,350,000.00	*

**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 *	
25	Sales force.	PLCB currently has a sales force in the field of 84 sales representatives.	*
26	Dealer network or other distribution methods.	Our dealer network is comprised of 20 dealerships in 30 states and the District of Columbia. The states that have direct dealer coverage are Alabama, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Vermont, Virginia, Washington DC, West Virginia, Wisconsin. In states that we do not have dealer coverage, members may purchase factory direct.	*
27	Service force.	All of our dealers offer full service through their own dealerships, not through subcontractors, in their respective areas of responsibility. In areas where no dealer is present, we partner with either the member's own fleet service department or an independent service vendor for warranty support of the product. All sales and service territories are clearly defined with no overlapping areas.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>PL Custom Emergency Vehicles supports our dealer network and customers with a very thorough proposal process, including detailed specifications, pricing, and drawings. We maintain a log for each of these projects assigned to each dealer. When a Sourcewell customer inquiry is received, the customer information would be documented and forwarded to the dealer in the particular area of responsibility. The dealer / sales representative would contact the customer directly. We at PL Custom Emergency Vehicles would support the dealer with the proper proposal format and pricing for the Sourcewell contract.</p> <p>While most contracts are directly between the customer and the dealer, in the event of a factory direct sale, the factory will handle all of the contract paperwork.</p> <p>Once the vehicle is contracted with the dealer, the file converts to a booked order and is logged into our production job database. At that time it will also be coded as a Sourcewell contract.</p> <p>If the contract is to be Sourcewell, we would document the details of the project and submit the information to Sourcewell on a quarterly base as required. PL Custom Emergency Vehicles would remit the fee to Sourcewell on behalf of the customer and the dealer at time of delivery.</p>	*



29	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.	In locations where PLCB has dealer representation (as noted above in 26), customer service is handled primarily through the assigned dealer. Customers have access to direct phone numbers, after hour's points of contact, e-mail and fax access, as well as a host of social media platforms. In those areas with dealer coverage, PLCB also stands by to assist with sales and service support, as well as twenty-four service support. In areas not supported with dealer coverage, we maintain committed to customer support (sales / service) with 24 hour phone, e-mail, and social media (Facebook) access.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As noted above in sections 25, 26, and 27, PL Emergency Vehicles looks forward to building on the successes of our first Sourcewell contract. We want to be the premier supplier for Sourcewell members looking for exceptional quality emergency vehicles.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As Canada has different standards for ambulance, we are not currently looking to expand into that marketplace.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	As noted in question 26, we have sales and service dealerships in 30 states and the District of Columbia. In those areas not covered by a dealer, we can sell factory direct to the members and then partner with either the member's own fleet service department or an independent service vendor for warranty support of the product.  As noted in question 31, we are not currently looking to sell in Canada due to different standards for ambulances in that marketplace.	*
33	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?	There are no Sourcewell participating entities that we would exclude from servicing.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As we do not have any dealers currently serving Hawaii, Alaska, or in the US territories, we would treat any sales opportunities as a factory direct sale. Members that choose not to take delivery from PLCB's location can choose to have the vehicles delivered to their location. The cost for this service would be itemized out to the Member and billed out as a separate part of the final invoicing.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
35	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>If we are awarded the Sourcewell contract, we will have new training programs for our dealers - as we did previously with the first contract - to promote Sourcewell and educate our dealers on the benefits, use, and procedures associated with proper utilization of this contract. We will distribute printed and electronic supporting documents for our dealers to distribute and promote with their customer base, as well as promoting our involvement in the contract with Sourcewell Members directly.</p> <p>In addition, PLCB will use our website, Facebook page, e-mail campaigns, and print advertising to promote our continued participation with Sourcewell. At the over 50 trade shows PLCB products are displayed at, we will have signage and information available promoting our status as an awarded vendor with Sourcewell.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>PLCB has two websites for our different product lines, PL Custom Emergency Vehicles - <a href="http://www.plcustom.com">www.plcustom.com</a> and Rescue 1 - <a href="http://www.rescue1mfg.com">www.rescue1mfg.com</a>. We also maintain Facebook pages for each product line. Our total likes for both pages is approaching 18,000 and our reach is even higher. Our websites and Facebook pages all have direct links to Sourcewell.</p> <p>We routinely post on our Facebook pages about the value of becoming a Sourcewell Member.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's role in promoting contracts arising out of this RFP should be multi-layered. We appreciate and are well aware of, and follow, your social media activity. The websites - both for Members and vendors - is filled with helpful content. The area that seems to need increased activity is participating in more trade shows in the Fire / EMS industry. We were happy to see Sourcewell attending the FDIC Conference in Indianapolis. A recommendation would be to also attend both the EMS World Expo and EMS Today conferences.</p> <p>In terms of our integration of our Sourcewell-awarded contract into our sales process, it is promoted by our dealers in three levels:</p> <p>First level - Prior to a demo appointment, the sales representative performs an agency look-up to see if the customer is already a Member.</p> <p>Second level - If the customer is a Sourcewell Member, they go to the meeting with a pre-proposal showing the applicable contract model and pricing. If the customer is not a member, they bring along information on becoming a member.</p> <p>Third Level - If the customer is not a member, but they are funded by their municipality, the dealers take the same steps as the prior two levels. In some cases, we may enlist the assistance of Sourcewell in promoting the contract to the purchasing municipal government. This was done successfully with Raritan Township, NJ previously.</p>
38	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.	PLCB does not have an e-procurement system.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
39	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>Sales training offered multiple times during the year at PLCB, as well as at the dealer locations.</p> <p>Service training to dealers is offered to both dealers and customers multiple times per year at PLCB and also at dealer / customer location. Hard copy and electronic training manuals are provided to all attendees.</p> <p>Customer specific tours of our facility and meetings with upper management and engineering.</p> <p>Pre-construction meetings with customers are held either here at PLCB or virtually via Zoom prior to final approval packages submitted for customer sign-off. This meeting is chaired by the specific engineer / project manager for the vehicle.</p> <p>All of the above are provided to our customers and dealers at no charge.</p>

40	Describe any technological advances that your proposed products or services offer.	<p>Vehicle enhancements using new technology: VMUX Multiplexed Electrical systems with integrated diagnostics for vehicle condition</p> <p>Idle reduction/mitigation systems to support on scene load demands</p> <p>UV lighting upgrades in Climate control system for air sanitation</p> <p>UV lighting system for surface disinfection</p> <p>AeroClave, MEDS disinfecting topical spray systems</p> <p>360 degree, rear view, patient compartment and exterior blind spot cameras with monitor in cab</p> <p>Electrical load management with cab mounted indicators and potential load shed when draw exceeds output.</p> <p>Anti-theft devices to secure vehicle when left unattended.</p> <p>Dash Cam DVR for recording vehicle activity and GPS.</p> <p>Seat Belt monitoring systems for cab and patient area.</p> <p>Narcotics lockers with Biometrics, PIN and proximity cards to control and document access.</p> <p>Electronic keyless access control for cabinetry and drawers using keypads or smart card credentials.</p> <p>Climate controlled cabinets to monitor for temperature sensitive drugs and saline.</p> <p>On board vehicle WIFI and wireless routers for telecommunication</p> <p>Engineering/Technology: Quote Writer for sales quoting</p> <p>Solid Works for 3D modeling and design</p> <p>Drive Works for 3D modeling and drawing configuration</p> <p>Solid Works EPDM for storage of engineering data</p> <p>Solid Works Electrical for electrical design and schematics</p> <p>OMAX Precision WaterJet System for metals processing</p> <p>Safran e-Brake for metals processing</p> <p>Radan software for water jet and e-brake</p> <p>Sage MAS 200 ERP for accounting and inventory</p> <p>Ford IDS Integrated Diagnostic System for vehicle diagnostics/ Ford NGS New Generation Star Tester for diagnostics</p> <p>John Bean Front End Alignment In house paint mixing systems for Akzo Nobel Sikkens</p> <p>Thermwood CNC Router for Cabinet shop</p>
41	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>We offer solar panel technology to support the charging or recharging of the vehicle batteries. This allows the vehicle engine to be shut off and not drain the batteries when the communication radios, temperature-controlled cabinets, computers etc. are still needed to be active.</p> <p>We offer Idle reduction technology for those customers that need to remain on the scene of an incident and want to turn the engine off to reduce emissions into the air.</p> <p>Internally at the company, we maintain recycling of paper, aluminum and plastic. We recycle delivery pallets back to the original company. Scrap metal, wood and cardboard is recycled thru services specific to recycling.</p> <p>We have embraced the remote work environment and continue this program post the pandemic requirements. This reduces commutation fuel consumption and energy/utility usage here in the office/plant.</p>

42	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.	We do not have any current third party eco-labels/certifications.	*
43	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.	PL Custom Body and Equipment Co., Inc. is a woman owned company. Jean S Smock and Deborah Smock Thomson maintain current ownership and management.  Key management positions are held by women: Nancy Buhagiar VP of Operations and Finance Kim Blanco HR Manager Patricia Hill Marketing Manager Cindy Straubinger, Service Manager Lisa Croasmun, Quality Assurance Manager.	*
44	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.L. Custom Body and Equipment Co., Inc. is an independent and family-owned manufacturer of custom emergency vehicles with a hands-on approach to our customers. Accessibility to and involvement with upper management is a component of every customer relationship that we maintain. We answer to our customers and employees, not a board of directors. This offers added value to our customers and to Sourcewell Members. The experienced solutions our people offer result in a better understanding of our customers' needs and a strong repeat customer base.	*

**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 *	
45	Do your warranties cover all products, parts, and labor?	Yes. Our warranties are as follows:  3 year, 36,000 mile General Conversion Lifetime Structural Integrity Lifetime, 100,000 mile Electrical 10 year Paint 5 Year Paint Corrosion	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Paint Corrosion Warranty has prorated coverage in the 4th and 5th year of the warranty timeframe.  Components that are manufactured by other are covered by their representative warranties. We facilitate warranty coverage for our Dealers and Customers in these incidents.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, upon request.	*
48	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?	All states currently serviced by our Dealer Network are fully covered for all warranty needs. In the areas where we may not have a Dealer, we coordinate with a local chassis dealer as well as an emergency vehicle facility to support the customer with warranty repairs. In some areas, we have set up the customer as a warranty facility when they have the ability to do so. We offer service training at our location and also at the customers/service center location to support this opportunity.	*
49	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?	Some items that are manufactured by others are covered in both our 3 year general conversion and lifetime electrical warranties. Other items are covered by the respective manufacturer's warranty – some of which are for longer periods of time.  We facilitate warranty coverage for our Dealers and Customers in these incidents.  We have several lighting brands that offer 5 year and lifetime warranties on their products. All of which are extended to the end user customer.	*

50	What are your proposed exchange and return programs and policies?	<p>Warranty Reimbursement procedure: The Dealer Service Center is contacted by the customer in the event of a warranty repair need. The Dealer contacts PL Custom (mfg.) for warranty authorization and diagnostic assistance for the reported issue.</p> <p>Warranty Pre-Approval Authorization: All warranty claims require a pre-approved Warranty Authorization Number. This pre-approval process is required to first, inform PL Custom/Rescue 1 of a warranty problem, but second and most important, to help diagnose and repair warranty service problems in the field. Payment of warranty claims requires an approved authorization number.</p> <p>Warranty Parts: If warranty parts are required and authorized, PL Custom/Rescue 1 will ship in stock replacement parts the day the request is made, provided the part is ordered before 2:00 p.m.. Parts that need to be ordered will be either shipped from the parts manufacturer or shipped out the same day they arrive to PL Custom/Rescue 1.</p> <p>Return of Defective Parts: When warranty parts are provided, defective parts must be returned to PL Custom/Rescue 1 within 30 days of the parts being shipped to be processed for credit.</p>	*
51	Describe any service contract options for the items included in your proposal.	<p>Preventative maintenance contracts are offered to our customers for annual inspections and chassis maintenance needs such as oil changes, fluid checks, transmission service and battery load testing for optimal performance.</p> <p>PL Custom is a Ford Authorized Warranty Center providing bumper to bumper support for our customers with the Ford Chassis.</p> <p>Several of our Dealers also provide Freightliner and International Chassis warranty to their customers allowing for minimal downtime when the vehicle is out of service for repair.</p>	*

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

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	<p>Standard payment terms are payment upon delivery of the completed vehicle to the customer. Terms other than that are offered and negotiated on a per case basis.</p> <p>Discounts are offered for progress payments to the contract.</p> <p>We allow for check payments and wire transfer payments for completed vehicles.</p>	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	PL Custom does not offer in house leasing. We work closely with several municipal leasing companies and connect the customer directly to them for the opportunity. Recent Sourcewell networking events have opened up other opportunities in this area as well.	*
54	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.	Our Order Form is the first indication into the factory that this particular order will be a Sourcewell Member order (see upload). We also have a Sourcewell sales reporting form that is used for our quarterly reports to Sourcewell (see upload).	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We currently do not use a P-card payment process for completed vehicles. We do offer this for smaller purchases for parts and service.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *	
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56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Detailed price lists for all base vehicles and associated options have been included in our proposal.  The pricing reflects an MSRP for the vehicles and options and a 5% discount for Sourcewell contract pricing.	*
57	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.	The pricing as submitted to Sourcewell is discounted from MSRP and is offered with a 5% discount on base vehicles and options.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	We offer multiple vehicle discounts for two or more vehicles ordered at the same time with the same spec and concurrent production. Discount is offered at \$1,500.00 per vehicle when greater than two.  Discounts are also offered for progress payment opportunities.	*
59	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.	We supply some items we would consider to be "pass thru" to the customer such as; patient loading stretchers, communication radios, exterior graphics/lettering and chassis options.  We also provide for the installation of customer supplied equipment such as patient loading stretchers, communication radios, small tools, hand lights, and miscellaneous equipment items.  Sourced goods or open market price items not on our line item price list are treated as special option pricing and are noted as such in the proposal and final contract pricing. These are subject to our standard cost plus labor pricing process. No additional charges are imposed on these items. We would allow these special options on Sourcewell contract vehicles.	*
60	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.	The selling and service Dealer may offer the end user customer additional technical installation opportunities for radios, computer systems, and other equipment. The selling dealer will also many times coordinate lettering and graphics on the completed vehicle.  Assistance with State specific EMS and licensing inspections and motor vehicle registration processing's are offered by our Dealers as a convenience to the customer.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Most vehicles are picked up at our Manasquan, NJ facility and driven to the customer location after a final inspection here at the factory. The vehicle is normally picked up by the Dealer/salesperson, taken to their business location for any necessary state inspection and motor vehicle requirements. The vehicle is then delivered to the end user customer.  PLCB and our dealers have relationships with several transport companies that will pick up the completed vehicle from our manufacturing location and deliver it to the dealer or customer as requested. The need for this increased during the pandemic lockdowns and has continued for some as a convenience to the customer.  Our location in New Jersey allows for many options for our customers. We are close enough for an easy drive and centrally located for transport companies.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have not delivered any units to Alaska or Hawaii. Transportation if needed into Canada would be coordinated by our Dealer Representative and they would coordinate all border transport and customs requirements.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Several of our dealers are from a greater distance from NJ and will arrange for a customer final inspection here at the plant, followed up by a transport company pick up of the completed ambulance. Our location in the tri-state area affords easy transportation to our location for the Dealer and the Customer. The vehicle transport is quoted specifically for each unit based on size and destination.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
65	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.	We require all orders utilizing the Sourcwell contract to be initially coded as a Sourcwell contract on the incoming order form. The pricing for the sale would then be reviewed, validated, and approved by the national sales manager. It would then be entered into our Access database. The data is also recorded into a tracking Excel spread sheet for all Sourcwell contracts. That information is then shared on a quarterly basis with Sourcwell.
66	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.	The reporting form to Sourcwell notes the following information: 1. Member Name 2. Agency Under Member (ie. Fire Department of the Town that is the Member) 3. Member address 4. Member ID# 5. Contract number 6. Product ID 7. Date of contract 8. Projected month of delivery 9. Actual delivery date 10. Fee mount for Sourcwell 11. Contract price 12. Date of payment made to Sourcwell 13. Check # 14. Selling dealer  Internally, we also track if the dealer was invoiced for the Sourcwell fee and whether we have received that fee.
67	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.)	PLCB will propose a \$ 1,000.00 per order administrative fee for Sourcwell. As noted, this will be included in the price as offered.

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Our vehicles are produced as Medallion Type III, Classic Type I, and Titan Medium Duty ambulances. Utilizing the Ford, RAM, Chevrolet, Freightliner, International, and Kenworth chassis platforms, the actual choice of chassis is based on customer preference and needs.</p> <p>We provide modular ambulance body remounts for Type I, Type III, and Medium Duty ambulances. This allows the customer to retain the value in the original ambulance body and remount it onto a new chassis when the original is worn out with mileage or other conditions. This offers a true savings to the customer and also extends the overall value of the ambulance. All of our vehicles are designed with this opportunity in mind.</p> <p>Emergency Medical Units providing first response and ALS (Advanced Life Support) services are offered on a variety of chassis platforms. These chassis can be Ford, GM, or RAM platforms.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Our RFP offering has twenty-eight different products to offer to the Sourcewell Members. They are broken into three different groups:</p> <p>Ambulances - Seventeen different choices for Members, with a wide variety of chassis platforms and module sizes.</p> <p>Ambulance Body Remounts - Five different choices for Members, with a wide variety of chassis platforms.</p> <p>Conversion Vehicles - Six different choices for Members based upon various chassis platforms.</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
70	Type I, II, III, and IV ambulance units	<input checked="" type="radio"/> Yes <input type="radio"/> No	PLCB is offering Type I, Type III, and Medium Duty ambulances. We do not manufacture Type II ambulances. A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.
71	Emergency medical transportation vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.
72	Vehicles used in the delivery of pre-hospital and out of hospital care	<input checked="" type="radio"/> Yes <input type="radio"/> No	A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.
73	Equipment, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72	<input checked="" type="radio"/> Yes <input type="radio"/> No	A listing of all optional items will be uploaded in the documents section.
74	Installation, customization, refurbishment, inspection, repair and maintenance, and training and support services related to solutions described in Lines 70-72	<input checked="" type="radio"/> Yes <input type="radio"/> No	In addition to training and support as noted in question 39, our uploaded options list covers many of the customization options offered to Members.



**Table 15: Industry Specific Questions**

Line Item	Question	Response *
75	Describe available options for customization of the equipment and products offered in your proposal and any related order processes.	Detailed option list is uploaded for our three product segments - ambulances, remounts, and conversions.
76	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	There are five different remount offerings that we are putting forth for the Sourcewell Members. There are also optional components listed for remounts as well in our overall option list. These are uploaded in the documents section.
77	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	PLCB maintains certification to Federal Specification KKK-A-1822 Rev. F, Ford QVM (Quality Vehicle Modifier), NFPA, and OSHA. We maintain manufacturer licenses in all states that require it. We are also current members of NFPA, FAMA, NJBIA, NTEA/AMD/MVP, and CAAS.
78	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	We do not certify to Canadian ambulance standards.

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

**Line Item 79. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

## 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](#) - PLCB Base and Optional Pricing.zip - Friday November 05, 2021 15:50:10
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Friday November 05, 2021 15:52:26
- [Marketing Plan/Samples](#) - Marketing Plan and Samples.zip - Thursday November 04, 2021 08:37:50
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE-MBE-SBE or Related Certificates.zip - Thursday November 04, 2021 08:43:34
- [Warranty Information](#) - Warranty Information.zip - Thursday November 04, 2021 08:44:01
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Thursday November 04, 2021 08:44:23
- [Upload Additional Document](#) - Product Reference Guide, Ambulance quotes and drawings, remount quotes, and conversion quotes.zip - Thursday November 04, 2021 08:44:49

## 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. - Deborah Thomson, President, P.L. Custom Body and Equipment Co., 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
<b>Addendum_7_Ambulance_EMS_Vehicles_RFP_1109021</b> Tue November 2 2021 06:50 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Ambulance_EMS_Vehicles_RFP_1109021</b> Tue October 26 2021 07:51 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Ambulance_EMS_Vehicles_RFP_1109021</b> Thu October 14 2021 04:14 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Ambulance_EMS_Vehicles_RFP_1109021</b> Tue October 12 2021 08:14 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Ambulance_EMS_Vehicles_RFP_1109021</b> Mon October 4 2021 09:44 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Ambulance_EMS_Vehicles_RFP_1109021</b> Thu September 30 2021 11:08 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_Ambulance_EMS_Vehicles_RFP_1109021</b> Tue September 28 2021 07:41 AM	<input checked="" type="checkbox"/>	1



# The New York State Contract Reporter

This document printed  
Monday, 09/20/2021

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

## Contracting Opportunity

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

**Title:** Ambulance and Emergency Medical Service Vehicles

**Agency:** Sourcewell

**Division:** Procurement Department

**Contract Number:** 110921

**Contract Term:** 4 years, with potential 1 year extension

**Date of Issue:** 09/21/2021

**Due Date/Time:** 11/09/2021 4:30 PM  
Central Time

**County(ies):** All NYS counties

**Classification:** Vehicles & Equipment - *Commodities*

**Opportunity Type:** General

**Entered By:** Chris Robinson

**Description:** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Ambulance and Emergency Medical Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 9, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Service-Disabled Veteran-Owned Set Aside:** No

## Contact Information

**Primary contact:** Sourcewell  
Procurement Department  
Chris Robinson  
Procurement Manager  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-895-4168  
rfp@sourcewell-mn.gov

**Submit to contact:** Sourcewell  
Procurement Department  
Chris Robinson  
Procurement Manager  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-895-4168  
rfp@sourcewell-mn.gov

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AFFIDAVIT OF PUBLICATION



# DJCOREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579  
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

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

**Case Number: NOT PROVIDED**  
**AMBULANCE AND EMERGENCY MEDICAL SERVICE VEHICLES**  
**Sourcewell; Bid Location Staples, MN, Todd County; Due 11/09/2021 at 04:30 PM**

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

9/22/2021

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE 22nd DAY OF September, 2021

Nick Bjork

SEE  
EXHIBIT A

Notary Public-State of Oregon



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

Order No.: 12037292  
Client Reference No:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Ambulance and Emergency Medical Service Vehicles** 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 November 9, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

OC-000660461-01

STATE OF OKLAHOMA, } SS.  
COUNTY OF OKLAHOMA }

# Affidavit of Publication

Bryan Miller, of lawful age, being first duly sworn, upon oath deposes and says that she/he is the Classified Legal Notice Admin, of GateHouse Media Oklahoma Holdings, Inc, a corporation, which is the publisher of *The Oklahoman* which is a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; that said newspaper has been continuously and uninterruptedly published in said county and state for a period of more than one hundred and four consecutive weeks next prior to the first publication of the notice attached hereto, and that said notice was published in the following issues of said newspaper, namely:

**SOURCEWELL  
103734**

<u>AdNumber</u>	<u>Publication</u>	<u>Page</u>	<u>Date</u>
0000660461-01	OC- The Oklahoman	B11	09/21/2021
0000660461-01	OC- The Oklahoman	B13	09/28/2021

*Bryan Miller*  
Agent: Bryan Miller Date: 09/28/2021

Subscribed and sworn to be me before this date : 09/28/2021

*Terri Roberts*  
Notary: Terri Roberts Date: 09/28/2021





**THANK YOU for your legal submission!**

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

**ORDER DETAILS**

**Order Number:**  
IPL0041552  
**Order Status:**  
Submitted  
**Classification:**  
Legals & Public Notices  
**Package:**  
COL - Legal Ads  
**Final Cost:**  
132.13  
**Payment Type:**  
Account Billed  
**User ID:**  
IPL0024154

**PREVIEW FOR AD NUMBER IPL00415520**

**REQUEST FOR PROPOSALS**  
Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Ambulance and Emergency Medical Service Vehicles** 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 November 9, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.  
W00000000  
Publication Dates

<< Click here to print a printer friendly version >>

**ACCOUNT INFORMATION**

SOURCEWELL IP  
PO BOX 219  
STAPLES, MN 56479  
218-894-1930  
carol.jackson@sourcewell-mn.gov  
SOURCEWELL

**TRANSACTION REPORT**

**Date**  
September 16, 2021 10:17:11 AM EDT  
**Amount:**  
132.13

**SCHEDULE FOR AD NUMBER IPL00415520**

September 21, 2021  
The State (Columbia)

FOR THE RECORD

Table with columns for NFL, American Conference, National Conference, and MLB. Rows include team names and game results.

ODDS PROVIDED BY

Table with columns for Tipico Sportsbook, Wednesday, Thursday, Friday, Saturday, and Sunday. Rows include game dates and odds.

SUNDAY GOLF

PGA Tour Fortinet Championship Silverado Resort and Spa North, Napa, Calif. Individual FedExCup Points in Parentheses. Final Round results for various players.

PGA Tour Cambia Portland Classic

PGA Tour Cambia Portland Classic The Oregon Golf Club, West Linn, Ore. Individual FedExCup Points in Parentheses. Final Round results for various players.

NATIONAL CONFERENCE

Table with columns for East and South. Rows include team names and game results.

WESTERN

Table with columns for East and South. Rows include team names and game results.

THURSDAY'S GAMES

Table with columns for National Conference and Western. Rows include team names and game results.

FRIDAY'S GAMES

Table with columns for National Conference and Western. Rows include team names and game results.

THURSDAY'S GAMES

Table with columns for National Conference and Western. Rows include team names and game results.

FRIDAY'S GAMES

Table with columns for National Conference and Western. Rows include team names and game results.

SATURDAY'S GAMES

Table with columns for National Conference and Western. Rows include team names and game results.

SUNDAY'S GAMES

Table with columns for National Conference and Western. Rows include team names and game results.

AMERICAN LEAGUE

Table with columns for East Division and Central Division. Rows include team names and game results.

NATIONAL LEAGUE

Table with columns for East Division and Central Division. Rows include team names and game results.

WESTERN

Table with columns for National Conference and Western. Rows include team names and game results.

THURSDAY'S GAMES

Table with columns for National Conference and Western. Rows include team names and game results.

FRIDAY'S GAMES

Table with columns for National Conference and Western. Rows include team names and game results.

SATURDAY'S GAMES

Table with columns for National Conference and Western. Rows include team names and game results.

SUNDAY'S GAMES

Table with columns for National Conference and Western. Rows include team names and game results.

THURSDAY'S GAMES

Table with columns for National Conference and Western. Rows include team names and game results.

FRIDAY'S GAMES

Table with columns for National Conference and Western. Rows include team names and game results.

SATURDAY'S GAMES

Table with columns for National Conference and Western. Rows include team names and game results.

SUNDAY'S GAMES

Table with columns for National Conference and Western. Rows include team names and game results.

THURSDAY'S GAMES

Table with columns for National Conference and Western. Rows include team names and game results.

FRIDAY'S GAMES

Table with columns for National Conference and Western. Rows include team names and game results.

SATURDAY'S GAMES

Table with columns for National Conference and Western. Rows include team names and game results.

SUNDAY'S GAMES

Table with columns for National Conference and Western. Rows include team names and game results.

THURSDAY'S GAMES

Table with columns for National Conference and Western. Rows include team names and game results.

MARKETPLACE TODAY

Marketplace Today advertisement featuring various services: Public Notice, Business Opportunities, Business Financing, and Financial services. Includes contact information and promotional offers.



# Alberta Purchasing Connection



## Opportunity Notice Ambulance and Emergency Medical Service Vehicles

Category: Goods

This opportunity is now closed.

[View Bid Package](#)

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

### Opportunity Information

**Organization:** Canoe Procurement Group of Canada (RMA)

**Organization Address:**

**Reference Number:** AB-2021-05690

**Solicitation Number:** AB-2021-05690

**Solicitation Type:** Request for Proposal

**Posting (MM/dd/yyyy):** 09/21/2021  
03:00:00 PM Alberta Time

**Closing (MM/dd/yyyy):** 11/09/2021  
03:30:00 PM Alberta Time

**Last Update (MM/dd/yyyy):** 09/21/2021  
02:44:27 PM Alberta Time

**Agreement Type:** NWP/ATLMA & CFTA & CEFTA & TCA

**Region of Opportunity:** Open

**Region of Delivery:** Alberta

**Opportunity Type:** Open & Competitive

**Commodity Codes:** N2310001: Ambulances

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

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

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## View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

Bid Details	
Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 110921
Bid Name:	Ambulance and Emergency Medical Service Vehicles
Bid Status:	<b>Closed</b>
Bid Closing Date:	Tue Nov 9, 2021 4:30:00 PM (CST)
Question Deadline:	Tue Nov 2, 2021 4:30:00 PM (CDT)
Time-frame for delivery or the duration of the contract:	Refer to project document
Negotiation Type:	Refer to project document
Condition for Participation:	Refer to project document
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No
Description:	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for <b>Ambulance and Emergency Medical Service Vehicles</b> 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 [ <a href="https://proportal.sourcewell-mn.gov">https://proportal.sourcewell-mn.gov</a> ]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than <b>November 9, 2021, at 4:30 p.m. Central Time</b> , and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	<a href="#">Show Categories [+]</a>

Register for this Bid
 Download Bid Documents

## Meeting Locations

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

Meeting Location	Description	Date / Time ▾	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Tuesday October 12, 2021 10:00 AM (CDT)	No	

Documents	
File Name	Pages
<b>RFP_110921_Ambulance_EMS_Vehicles</b> Friday September 17, 2021 03:19 PM	12  Download
<b>RFP_110921_Ambulance_EMS_Vehicles_Contract_Template</b> Friday September 17, 2021 03:20 PM	18  Download
<b>Ambulance EMS Services Pre-Proposal Login instructions</b> Friday October 8, 2021 09:30 AM	1  Download
<b>RFP_110921_Ambulance_EMS_Services_Pre_Proposal_Login_Instructions_Updated_10252021</b> Monday October 25, 2021 02:57 PM	--  Download



## Bid RFP #110921 - Ambulance and Emergency Medical Service Vehicles

[Switch to Vendor View]

**Bid Type** RFP

**Bid Number** 110921

**Title** Ambulance and Emergency Medical Service Vehicles

**Start Date** Sep 21, 2021 8:13:12 AM CDT

**End Date** Nov 9, 2021 4:30:00 PM CST

**Agency** Sourcewell

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

**Access Reports**  
 View reports on who has been notified of the bid or accessed it.  
[\[Notification report\]](#) [\[Access report\]](#)

**Questions**  
 0 Questions  
 0 Unanswered  
[\[View/Ask Questions\]](#)

**Edit Bid**  
[\[Create Addendum\]](#)

### Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Ambulance and Emergency Medical Service Vehicles 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 November 9, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

### Pre-Bid Conference

**Date** Oct 12, 2021 10:00:00 AM CDT

**Location** Online Conference

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

### Documents

No Documents for this bid



View Edit Delete Revisions

OPEN

### Ambulance and Emergency Medical Service Vehicles

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Ambulance and Emergency Medical Service Vehicles 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 November 9, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

#### Important Dates

- Pre-Proposal Conference:  
**October 12, 2021 at 10:00 am CDT**
- Proposals Due:  
**November 9, 2021 at 4:30 pm CST**

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

[Sourcewell Procurement Portal](#)



## Bidding

Type 1 Bid Notice Only

Publish

Bid Announcements

Doc. Taker's List



Publish /Verify Contents

Save as Template

## Solicitation Setting

- Invite Bidders No
- Evaluate Response online No
- Internal Approval No
- Enable Collaboration with other Users No

## Solicitation Details

## Mandatory Information

Solicitation Type	RFP	Solicitation Number	110921
Solicitation Name	Ambulance and Emergency Medical Service Vehicles	Procurement Type	Goods
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

## Internal Information (For Internal Use Only)

Procurement Title/Project Name 110921 Ambulance and EMS Vehicles

## Advertisement

## Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$40,000,000.00
Publish Date	09/21/2021	Closing Date & Time	11/09/2021 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

## Selected Categories

## Automotive/ Industrial

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



## Solicitation Overview



## Ambulance and Emergency Medical Service Vehicles

110921

Closing Date: 11/09/2021 04:30:00 PM CT

## Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Ambulance and Emergency Medical Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 9, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

## Notice

### Basic Information

**Estimated Contract Value (CAD)** \$40,000,000.00 (Not shown to suppliers)  
**Reference Number** 0000208764  
**Issuing Organization** Sourcewell  
**Owner Organization**  
**Solicitation Type** RFP - Request for Proposal (Formal)  
**Solicitation Number** 110921  
**Title** Ambulance and Emergency Medical Service Vehicles  
**Source ID** PP.CO.USA.868485.C88455

### Details

**Location** All of Canada, All of Canada  
**Purchase Type** Duration:4 years  
**Description** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Ambulance and Emergency Medical Service Vehicles 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 November 9, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

### Dates

**Publication** 2021/09/21 09:05:45 AM EDT  
**Question Acceptance Deadline** 2021/11/02 05:30:00 PM EDT  
**Questions are submitted online** No  
**Bid Intent** Not Available  
**Closing Date** 2021/11/09 05:30:00 PM EST

**Prebid Conference** 2021/10/12 11:00:00 AM EDT

### Contact Information

Procurement Department  
 218-894-1930  
[rfp@sourcewell-mn.gov](mailto:rfp@sourcewell-mn.gov)

### Pre-Bidding Events

**Event Type** Prebid Conference  
**Attendance** Recommended  
**Event date** 2021/10/12 11:00:00 AM EDT  
**Location** Online Conference  
**Event Note** Login information will be emailed two business days prior to the event.

### Bid Submission Process

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

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes



## Categories

### Selected Categories


GSIN Category (1)	
G	<b>Goods</b> Goods
N23	<b>Ground Effect Vehicles, Motor Vehicles, Trailers, And Cycles</b> Ground Effect Vehicles, Motor Vehicles, Trailers, And Cycles
N2310001	<b>AMBULANCES</b> AMBULANCES
MERX Category (1)	
G	<b>Goods</b> Goods
G28	<b>Special Purpose Vehicles</b> Special Purpose Vehicles
UNSPSC Category (1)	
25000000	<b>Commercial and Military and Private Vehicles and their Accessories and Components</b>
25180000	<b>Vehicle bodies and trailers</b>
25181600	<b>Automotive chassis</b>



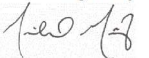
**Proposal Evaluation  
Ambulance and Emergency Medical Service Vehicles RFP #110921**

Possible Points	Demers Ambulances USA, Inc. (DBCM)	Firetrucks Unlimited, LLC	REV Group, Inc., dba Halcore Group and Horton Emergency Vehicles	Halcore Group, Inc. dba Leader Emergency Vehicles	Osage Industries, Inc.
	Conformance to RFP Requirements	50	39	37	34
Pricing	400	301	328	284	291
Financial Viability and Marketplace Success	75	66	58	61	55
Ability to Sell and Deliver Service	100	84	73	73	62
Marketing Plan	50	37	35	37	32
Value Added Attributes	75	59	55	65	49
Warranty	50	43	39	43	41
Depth and Breadth of Offered Equipment, Products, or Services	200	168	144	161	160
<b>Total Points</b>	<b>1,000</b>	<b>797</b>	<b>769</b>	<b>758</b>	<b>725</b>
<b>Rank Order</b>		<b>2</b>	<b>3</b>	<b>4</b>	<b>8</b>

Possible Points	P.L. Custom Body and Equipment Co., Inc.	REV Ambulance Group Orlando dba Road Rescue Emergency Vehicles	Revgroup, Inc. dba American Emergency Vehicles	REV Group, Inc., dba Wheeled Coach Ambulance
	Conformance to RFP Requirements	50	43	30
Pricing	400	332	279	279
Financial Viability and Marketplace Success	75	64	62	61
Ability to Sell and Deliver Service	100	73	75	74
Marketing Plan	50	42	37	36
Value Added Attributes	75	64	62	60
Warranty	50	43	43	43
Depth and Breadth of Offered Equipment, Products, or Services	200	162	158	166
<b>Total Points</b>	<b>1,000</b>	<b>823</b>	<b>746</b>	<b>752</b>
<b>Rank Order</b>		<b>1</b>	<b>6</b>	<b>7</b>

DocuSigned by:  
  
 74344AB8E2344E7...  
 Chris Robinson, CPSM, Procurement Manager

DocuSigned by:  
  
 7DDCEFD8B3D45D...  
 Greg Grunig, Procurement Lead Analyst

DocuSigned by:  
  
 0B0204E40D3E445...  
 Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:  
  
 4513A60DCA01467...  
 Nick Scholer, Procurement Analyst



## Proposal Opening Record

Date of opening: November 9, 2021

Sourcewell posted Request for Proposal #110921, for the procurement of Ambulance and Emergency Medical Service Vehicles, on the Sourcewell Procurement Portal [[portal.sourcewell-mn.gov](http://portal.sourcewell-mn.gov)] on Tuesday, September 21, 2021, and the solicitation remained in an open status within the portal until November 9, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on November 9, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #110921 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

- Demers Ambulances USA, Inc. - Submitted 11/09/21 at 1:30:37 PM
- Firetrucks Unlimited, LLC - Submitted 11/09/21 at 1:30:50 PM
- Halcore Group, Inc. - Submitted 11/09/21 at 11:11:41 AM
- HALCORE GROUP, INC. dba LEADER EMERGENCY VEHICLES - Submitted 11/09/21 at 12:48:08 PM
- Osage Industries, Inc. - Submitted 11/04/21 at 3:19:55 PM
- P.L. Custom Body and Equipment Co., Inc. - Submitted 11/05/21 at 3:54:06 PM
- REV Ambulance Group Orlando - Submitted 11/09/21 at 11:58:54 AM
- REV Orlando Group - Submitted 11/09/21 at 10:10:00 AM
- Revgroup, Inc. - Submitted 11/08/21 at 3:27:54 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on November 9, 2021, at 4:30:56 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:  
*Kim Austin*  
6830543C58384D1...

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:  
*Carol Jackson*  
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Carol Jackson, Procurement Analyst



**RFP #110921**  
**REQUEST FOR PROPOSALS**  
**for**  
**Ambulance and Emergency Medical Service Vehicles**

**Proposal Due Date: November 9, 2021, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Ambulance and Emergency Medical Service Vehicles 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 November 9, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Solicitation Schedule**

Public Notice of RFP Published:	September 21, 2021
Pre-proposal Conference:	October 12, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	November 2, 2021, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>November 9, 2021, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	November 9, 2021, 6:30 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, 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 entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

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

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

- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools, and hospitals) and MUSH (municipalities, universities, schools, and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

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 the United States each state-level procurement department receives notice for possible re-posting.

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 Ambulance and Emergency Medical Service Vehicles, including:

- a. New, remount, or refurbished:
  - i. Type I, II, III, and IV ambulance units;
  - ii. Emergency medical transportation vehicles; and,
  - iii. Vehicles used in the delivery of pre-hospital and out of hospital care.
- b. Equipment, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Sections 1. a. i. – iii. above.
- c. Services related to the offering of the solutions described in Sections 1. a. and b. above, including installation, customization, refurbishment, inspection, repair and maintenance, and training and support.

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

- a. Health & Safety, Medical, Surgical, and First Aid Related Equipment, Supplies, Accessories, and Services (RFP #061417), with the limited exception of the equipment, accessories and supplies identified in subsection 1. b. above;
- b. Firefighting Apparatus, with Related Equipment, Accessories, and Supplies (RFP #022818);
- c. Class 4-8 Chassis with Related Equipment, Accessories, and Services (RFP #060920); and,
- d. Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories (RFP #091521).

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

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

#### C. REQUIREMENTS

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

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

#### D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

#### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$10 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

#### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or



dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

#### G. ADDITIONAL CONSIDERATIONS

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

### III. PRICING

#### A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the 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 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 Supplier 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 Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier 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](mailto: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 Supplier 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.

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

F. PROPOSAL WITHDRAWAL

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

G. OPENING

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

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

**VI. EVALUATION AND AWARD**

A. EVALUATION

It is the intent of Sourcwell 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 Sourcwell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcwell 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:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcwell has any knowledge about a specific supplier or product.

**B. AWARD(S)**

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

Sourcwell 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 Sourcwell Evaluator Scoring Guide (a copy is available in the Sourcwell 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
<b>TOTAL POINTS</b>	<b>1000</b>

**C. PROTESTS OF AWARDS**

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcwell's Executive Director, and delivered to the Sourcwell 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 no later than 10 calendar days' following Sourcwell's notice of contract award(s) or non-award and must be time stamped by Sourcwell no later than 4:30 p.m., Central Time. 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.



9/28/2021

Addendum No. 1

Solicitation Number: RFP 110921

Solicitation Name: Ambulance and Emergency Medical Service Vehicles

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

---

**Question 1:**

Are you requesting specific accessories?

**Answer 1:**

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

**Question 2:**

Are multiple bids allowed from the same company?

**Answer 2:**

The Sourcewell Procurement Portal does not allow more than one response per proposer. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.

---

End of Addendum

Acknowledgement of this Addendum to RFP 110921 posted to the Sourcewell Procurement Portal on 9/28/2021, is required at the time of proposal submittal.





9/30/2021

Addendum No. 2

Solicitation Number: RFP 110921

Solicitation Name: Ambulance and Emergency Medical Service Vehicles

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

---

**Question 1:**

Will Sourcewell accept a proposal for an electric ambulance under this RFP?

**Answer 1:**

In the competitive solicitation process Sourcewell will not pre-evaluate a proposer's equipment, products, or services. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within the RFP statement of requested equipment, products, and services, and that meet all RFP requirements. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

**Question 2:**

Our organization has several subsidiaries and brands. Is it best to submit a proposal together or separately?

**Answer 2:**

In the competitive process, Sourcewell will not advise a proposer on the methods for its proposal. Each proposer, in its discretion, will determine the approach that aligns with its business methods and satisfies all requirements of the RFP. Each proposer then has the opportunity in Step 1, Table 1, of the response process to articulate the proposer's legal name, included subsidiary entities, and assumed names or DBA names. Each Proposal will be evaluated based on the criteria stated in the RFP.

---

End of Addendum

Acknowledgement of this Addendum to RFP 110921 posted to the Sourcewell Procurement Portal on 9/30/2021, is required at the time of proposal submittal.



10/4/2021

Addendum No. 3

Solicitation Number: RFP 110921

Solicitation Name: Ambulance and Emergency Medical Service Vehicles

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

---

**Question 1:**

Is there a character number limit for the table questions answer space?

**Answer 1:**

There is sufficient space for the proposer to provide a brief but thorough response to each question. The platform designer indicates the character limit of a text field is 32,000.

---

End of Addendum

Acknowledgement of this Addendum to RFP 110921 posted to the Sourcewell Procurement Portal on 10/04/2021, is required at the time of proposal submittal.



10/12/2021

Addendum No. 4

Solicitation Number: RFP 110921

Solicitation Name: Ambulance and Emergency Medical Service Vehicles

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

---

**RFP Amendment:**

On October 12, 2021, Sourcewell issued a separate solicitation for equipment, products, or services that are excluded from the statement of requested equipment, products, or services for this solicitation. As a result of the issuance of the separate solicitation, RFP Subsection II. B. 2. is revised to modify subparts c. and d., and add new subpart e., to read as follows (deletions in red strikethrough; new text in *italics*):

\* \* \* \*

- c. Class 4-8 Chassis with Related Equipment, Accessories, and Services (RFP #060920); ~~and,~~
- d. Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories (RFP #091521); ~~and,~~
- e. *Firefighting Apparatus and Fire Service Vehicles (RFP #113021).*

\* \* \* \*

The remainder of the RFP content remains unchanged.

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End of Addendum

Acknowledgement of this Addendum to RFP 110921 posted to the Sourcewell Procurement Portal on 10/12/2021, is required at the time of proposal submittal.



10/14/2021

Addendum No. 5

Solicitation Number: RFP 110921

Solicitation Name: Ambulance and Emergency Medical Service Vehicles

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

---

**Question 1:**

Can companies register to submit a proposal after the pre-proposal conference?

**Answer 1:**

Yes, the pre-proposal conference is an optional, non-mandatory event. Refer to RFP Section V. A. - Pre-Proposal Conference.

---

End of Addendum

Acknowledgement of this Addendum to RFP 110921 posted to the Sourcewell Procurement Portal on 10/14/2021, is required at the time of proposal submittal.



10/26/2021

Addendum No. 6

Solicitation Number: RFP 110921

Solicitation Name: Ambulance and Emergency Medical Service Vehicles

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

---

**Question 1:**

The RFP states insurance certificates should be submitted prior to the start of the contract. Should they also be uploaded to the RFP documents or should they only be mailed to the address on the RFP if awarded?

**Answer 1:**

Guidance on the submission of required insurance certificates will be provided to awarded suppliers after award determinations have been made and contract execution has occurred.

---

End of Addendum

Acknowledgement of this Addendum to RFP 110921 posted to the Sourcewell Procurement Portal on 10/26/2021, is required at the time of proposal submittal.



11/02/2021

Addendum No. 7

Solicitation Number: RFP 110921

Solicitation Name: Ambulance and Emergency Medical Service Vehicles

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

---

**Question 1:**

When submitting technical specifications and drawings for each model, should they all be submitted in the upload additional document section?

**Answer 1:**

It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal. Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.).

---

End of Addendum

Acknowledgement of this Addendum to RFP 110921 posted to the Sourcewell Procurement Portal on 11/02/2021, is required at the time of proposal submittal.


**Certificate Of Completion**

Envelope Id: 1DFCB2B395924D058FA5177659BAE8B0	Status: Sent
Subject: Council Legislation - Sourcwell - P.L. Custom Body and Equipment	
Source Envelope:	
Document Pages: 82	Signatures: 4
Certificate Pages: 15	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

**Record Tracking**

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
11/28/2022 12:08:55 PM	prg@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

**Signer Events**

Signer Events	Signature	Timestamp
Rachel Jones		Sent: 11/28/2022 12:17:52 PM
rachel.jones@nashville.gov		Viewed: 11/29/2022 12:21:22 PM
Security Level: Email, Account Authentication (None)		Signed: 11/29/2022 12:22:41 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
Accepted: 11/29/2022 12:21:22 PM  
ID: 3b5c349c-4e62-4f73-9b74-06ed3ac57f57

Michelle A. Hernandez Lane		Sent: 11/29/2022 12:22:51 PM
michelle.lane@nashville.gov		Viewed: 11/29/2022 2:36:54 PM
Chief Procurement Officer/Purchasing Agent		Signed: 11/29/2022 2:37:23 PM
Metro		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.190	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kelly Flannery		Sent: 11/29/2022 2:37:32 PM
kelly.flannery@nashville.gov		Viewed: 11/29/2022 2:38:12 PM
Security Level: Email, Account Authentication (None)		Signed: 11/29/2022 2:38:32 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.100	

**Electronic Record and Signature Disclosure:**  
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ID: 64ba9610-ddfa-4556-b22e-728c5f85ba5e

Procurement Resource Group	Sent: 11/29/2022 2:38:47 PM
prg@nashville.gov	Viewed: 11/30/2022 8:30:24 AM
Metropolitan Government of Nashville and Davidson County	
Security Level: Email, Account Authentication (None)	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/23/2022 7:53:50 AM ID: 56b5d45d-a31b-4ee5-8745-174a21bce1a9	<b>COPIED</b>	Sent: 11/29/2022 2:38:42 PM
Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/15/2022 7:26:58 PM ID: 295b6fc6-c21f-4b9f-ae42-11e77100515f	<b>COPIED</b>	Sent: 11/29/2022 2:38:44 PM
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 8/29/2022 12:37:49 PM ID: 7bf29437-ce50-4cdd-8336-8c55e183f973		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/28/2022 2:22:23 PM ID: 49689f46-f21c-4fd6-a7ae-63b276db5e80		
Terri Ray terri.ray@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	11/28/2022 12:17:52 PM
Certified Delivered	Security Checked	11/30/2022 8:30:24 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		