

**AGREEMENT FOR
FLEET AND FACILITY RELATED VENDOR MANAGED INVENTORY AND
LOGISTICS MANAGEMENT SOLUTIONS**

THIS AGREEMENT, made and entered into this _____ day of _____, 2022 is by and between the City of Fort Lauderdale, a Florida municipality (“City”), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and MANCON, LLC, a Virginia Limited Liability Company (“Contractor”), whose address is 1961 Diamond Springs Road, Virginia Beach, VA 23455, Phone: 757-460-6308, Email: rclarke@manconinc.com.

WHEREAS, the City and the Contractor wish to enter into an Agreement for FLEET AND FACILITY RELATED VENDOR MANAGED INVENTORY AND LOGISTICS MANAGEMENT SOLUTIONS in accordance with the prices, terms, and conditions of the Sourcwell Contract #110520-MAN,

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. This Agreement shall commence October 1, 2022, and shall continue through December 29, 2024 with one additional one year period.
2. Except with regard to the proposal solicitation process, the term “Participating Entity,” where the context permits, shall mean the City.
3. Notice to the City shall be as follows:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue, 7th Floor
Fort Lauderdale, Florida 33301-1016

With a copy to:

City Attorney
City of Fort Lauderdale
100 North Andrews Avenue, 7th Floor
Fort Lauderdale, Florida 33301-1016
4. The City’s General Terms and Conditions and Insurance requirements are incorporated herein.
5. The following documents are hereby incorporated in the order of importance and precedence as indicated below. In the event of any ambiguous or conflict in language between documents, the following priority is established:
 - A. First, this Agreement for **FLEET AND FACILITY RELATED VENDOR MANAGED INVENTORY AND LOGISTICS MANAGEMENT SOLUTIONS**
 - B. Second, the City’s General Conditions and Insurance Requirements.

- C. Third, the City's Statement of Work at Exhibit A.
 - D. Fourth, MANCON's Scope of Work at Exhibit B.
 - E. Fifth, Sourcewell Contract #110520-MAN at Exhibit C.
6. The City may cancel this Agreement upon written notice to the Contractor in the event the Contractor fails to perform the services as described in this Agreement within 30 days following written notice to the Contractor.

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IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST:

CITY OF FORT LAUDERDALE

David R. Soloman, City Clerk

By: _____
Greg Chavarria, City Manager

Date: _____

Approved as to form:

By: _____
Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:

MANCON, LLC, a Virginia Limited Liability Company
Subsidiary of Management Consulting, Inc.

Signature

By: _____
Richard A. Clarke, President of Management
Consulting, Inc., Manager of MANCON, LLC

Print Name

Signature

Print Name

(Corporate Seal)

STATE OF _____
CITY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2022, by Richard A. Clarke as President of Management Consulting, Inc., Manager of MANCON, LLC, a Virginia Limited Liability Company.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known ____ OR Produced Identification _____

Type of Identification Produced _____

INSURANCE REQUIREMENTS

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) day notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Agreement or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officials, employees, and volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS for PIGGYBACK AND CO-OP CONTRACTS**

These conditions are standard for all piggyback, local, state, or national cooperative procurement organization, federal General Services Administration, and State of Florida contracts for the purchase of goods or services by the City of Fort Lauderdale.

PART I CONDITIONS:

1.01 **DELIVERY:** Time will be of the essence for any orders placed as a result of this Agreement. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Contractor and accepted by the City.

1.02 **PACKING SLIPS:** It will be the responsibility of the Contractor to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms will be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last.

1.04 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this Agreement.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.05 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.06 SCRUTINIZED COMPANIES

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel.

1.07 DEBARRED OR SUSPENDED CONTRACTORS

The Contractor certifies that neither it nor any of its principals or subcontractors are presently debarred or suspended by any federal department or agency.

Part II TAXES:

2.01 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

PART III BONDS AND INSURANCE

3.01 PERFORMANCE BOND: If a performance bond is required by the Agreement, as a condition precedent to the effectiveness of the Agreement, the Contractor shall within fifteen (15) working days after the commencement date of the Agreement, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in the Agreement as surety for faithful performance under the terms and conditions of the Agreement.

If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

3.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Agreement.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this Agreement. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change, or adequate protection of the City is not presented. The Contractor agrees to abide by such modifications.

PART IV PURCHASE ORDER AND AGREEMENT TERMS:

4.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with contract specifications. Items delivered which do not conform to Agreement specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Contractor's name being removed from the City's bidder's mailing list for a specified period and Contractor will not be recommended for any contract during that period.
- All City Departments being advised to refrain from doing business with the Contractor.
- All other remedies in law or equity.

4.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered pursuant to the Agreement shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Agreement, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

4.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

4.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Contractor certifies that Contractor will supply only material or equipment that is 100% asbestos free.

4.05 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

4.06 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the Agreement, and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

4.07 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

4.08 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

4.09 TERMINATION FOR CONVENIENCE: The City reserves the right, in the City's best interest as determined by the City, to cancel the Agreement by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

4.10 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

4.11 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and

standards for records directly related to this Agreement. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward County, all books of account, reports, and records relating to this Agreement. The Contractor shall retain all books of account, reports, and records relating to this Agreement for the duration of the Agreement and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the Agreement are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

4.12 PERMITS, TAXES, LICENSES: The successful Contractor shall, at Contractor's own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

4.13 LAWS/ORDINANCES: The Contractor shall observe and comply with all federal, state, local and municipal laws, ordinances rules and regulations that would apply to this Agreement.

4.14 NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, age, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

The following subparagraphs apply to any contract for the purchase of goods or services exceeding one hundred thousand dollars (\$100,000.00):

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised ("Section 2-187"). While the Contractor is required to provide health insurance benefits to same sex marriage partners, the City exempts the Contractor from providing health insurance benefits to domestic partners.

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

4.15 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the Agreement occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and

the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The Agreement can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the Agreement to relieve Contractor of a legitimate obligation under the Agreement, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

4.16 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

4.17 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the Agreement, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

4.18 ASSIGNMENT: Contractor shall not transfer or assign the performance required by the Agreement without the prior written consent of the City. The Agreement and the monies which may become due hereunder are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original approval.

4.19 GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW

A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

4.20 PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

4.21 WARRANTIES OF USAGE: Any quantities listed in this Agreement are estimates. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

4.22 VERIFICATION OF EMPLOYMENT STATUS: Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor

to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2021), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2021), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2021), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2021), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2021), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2021), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this section DD., including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, to include all of the requirements of this section DD. in its subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2021), as may be amended or revised.

STATEMENT OF WORK

1. Purpose

One of the duties of the Fleet Services Department is tasked with is managing the fleet maintenance, management and parts procurement for the city's vehicle and equipment assets. The purpose of this Service Level Agreement is to provide direction for the purchase, stock and issue of quality parts necessary for the timely maintenance and repair of the City of Fort Lauderdale's fleet of on-and-off road vehicles & equipment.

2. Scope of Services**2.1 Staffing**

- A. As the parts warehouse plays a vital and integral role in the maintenance operation of the Fleet Services Department, adequate staffing is essential. The service department operates three (3) maintenance shifts, Monday through Friday, from 6:30 am to 11:00 pm, and Saturday from 8:00 am to 3:30 pm. During the day shift, the Contractor shall provide a minimum of 2 counterpersons and 1 manager who shall continuously be on duty. For both night and Saturday shifts, the Contractor shall provide a minimum of 1 counterperson who shall be on duty. If staffing levels fall below the specified minimums, the Contractor shall still be responsible to meet the agreed upon service level. The Contractor shall work to return to the adequate minimum staffing level immediately through the use of the Contractor's internal staff.
- B. The Contractor may be required to provide continuous services during hurricanes, tornadoes, floods, storms, major fires and other natural or City declared emergencies, including up to 24-hour coverage at the direction of the City. All additional hours provided beyond the normally scheduled hours will be reimbursed to the Contractor by the City at an agreed upon hourly rates.
- C. The Contractor shall accommodate minor hours adjustments without requiring an amendment to the Service Level Agreement.

2.2 Parts Warehouse Access

- A. No unauthorized personnel are allowed to access the Parts Warehouse. Authorized personnel include the Contractor's employees, the Contractor's representatives and, when Contractor staff is present, Fleet Management Staff and parts suppliers. Any other access must be approved by the Fleet Program Manager and parts provider.

2.3 Parts Inventory

- A. The Contractor will own the parts and supplies inventory in the Parts Warehouse, which will be maintained at sufficient levels to fulfill the parts requirements with an immediate fill rate of at least 90% for stocked parts. The City may require a remediation plan from the Contractor if the immediate parts fill rate drops below 80%.
- B. Stocked inventory should be tailored to support the City's fleet configuration and it should be occasionally adjusted based on changes to the fleet. The City shall notify the Contractor of future fleet vehicle and equipment additions and deletions at least six months before the change or as soon as it is known to the City. Questions regarding proper stocking levels should be addressed with the Fleet Program Manager (or designee).
- C. Parts provided to the City will meet or exceed the quality of the parts furnished for the original equipment manufacturer (OEM). If the OEM has updated the quality of the parts for current

Exhibit A – Fleet Vendor Managed Inventory Agreement

production, then parts supplied under this Contract will be equal to or exceed the updated quality. Failure to provide items of such quality will be cause for rejection and/or return of said item. Parts shall also meet or exceed standards to retain manufacturer warranties. To the extent that the parts manufacturer or supplier product warranty allows, the Contractor shall be responsible for vehicle or equipment damage costs caused by the use of sub-standards parts, supplies and fluids.

- D. The City also requires the use of BG additives in our engines. The Contractor shall retain an adequate inventory level of same as to supply service technicians as necessary.
- E. City vehicles, especially in Public Safety departments, are essential to keep in service. It is the desire of the City that the Contractor build "PM service kits" in order to facilitate quick turnaround times of our vehicles and equipment. The Contractor will work with the City to compile "bills of materials" to build these kits and have same approved by the Fleet Program Manager.
- F. At the end of this Contract, the Contractor will own all parts and the City will not be responsible to purchase any existing inventory. The City or follow-on provider may purchase the existing inventory from the Contractor at the end of this Contract.
- G. The Contractor shall maintain Safety Data Sheets (SDS) on all stocked and non-stocked items provided to the City. SDSs shall be accessible to the City via the Contractor's Data and Reports portal or in hard copy in the Parts Warehouse.
- H. The Contractor shall follow all Local, State, and Federal Guidelines related to the City's ISO14001 rating (referred to by the City as ESMS).
- I. The Contractor will be responsible for receiving, storing, and maintaining accountability of ancillary items such as lighting, push bars, etc. which have been removed from vehicles until such time that they are either used on another vehicle or disposed of by the City.

2.4 Parts Ordering

- A. The Contractor's staff is responsible for researching and ordering all parts. Technicians will provide as much vehicle and parts information as possible to the Contractor staff about items needed for work orders. The Contractor's staff will research the requested items and, if possible, provide parts from stock to the requesting technician. If the parts are not in stock, then the Contractor will procure the part from the vendor which provides the best value to the City, meaning that the Contractor will consider vendor parts availability, parts cost, immediacy of need, and the City's parts brand preference when making the purchase.
- B. Any single part that exceeds \$1,000 must be pre-authorized by the Fleet Program Manager (or designee). Authorization for stocked parts with a unit price exceeding \$1,000 will be a one-time approval while non-stocked parts purchases exceeding a unit cost of \$1,000 will be authorized prior to each Contractor purchase.
- C. Non-stock parts should be delivered the day following the order pending local supplier availability. Special order parts should be delivered within 48 hours pending supplier availability and shipping considerations such as distance and shipment method. The Fleet Program Manager must be notified of any part that is on back order or delayed more than 48 hours. Any two-day air, next day air and overnight delivery charges must be approved by the Fleet Program Manager (or designee) prior to ordering and its cost will be invoiced to the City in the monthly parts billing.
- D. All parts and supplies ordered by the Service Department, through the Parts Warehouse, must be charged to an individual work order.

Exhibit A – Fleet Vendor Managed Inventory Agreement

- E. All manufacturer or supplier parts warranties will be tracked by the Contractor and applied to the appropriate work order. All warranty credits will be applied to the work order within 24 hours after receipt of the failed part warranty credit from the manufacturer or supplier and applied to the monthly invoice.
- F. The Contractor will not initially invoice the City for core charges. Therefore, the City will not receive core credits upon their return. If the City does not provide the core within seven days of issuance, then the core will be charged to the work order. If the core is returned after seven days of issuance resulting in a core charge, then a core credit will be issued to the work order.
- G. Other departments within the City who require parts shall be required to have their own Purchase Order numbers at the time of ordering. All parts issued under this Contract shall either reference a Work Order number or a Purchase Order number. The City will provide a list of authorized users allowed to submit Purchase Orders from other departments.
- H. The Contractor will not sell parts to the public or to City employees. The Contractor will only sell parts to the City via authorized Work Orders or Purchase Orders.

2.5 Parts Pickup

- A. Parts should be delivered to the City's Parts Warehouse. In any case where vendors do not deliver parts or the parts must be expedited, Contractor staff will pick up parts utilizing a vehicle provided by and insured by the Contractor.

2.6 Parts Returns

- A. Technicians may return unused stocked parts for removal from a work order, as long as the part is in new, complete condition.
- B. The Contractor will return any unused non-stocked (special order) parts to the appropriate vendor and the City will be responsible for any re-stocking fees assessed by the vendor.

2.7 Parts Disposal

- A. The Contractor will properly dispose of any oils, lubricants, tires, batteries and other parts and materials in accordance with applicable Federal, State and Local statutes and directives.

2.8 Parts Pricing

- A. Fleet Management staff may intermittently check parts pricing to verify that the City is being billed for the actual cost paid for parts without markup. When requested, the Contractor will supply the City with invoices from the Contractor's vendor for price comparison.

3. **Technology**

3.1 Software Interface

- A. The parts provider must interface with the City's Fleet Management Information System (FMIS), Collective Data.
- B. Any costs of interface with the City's software provider shall be borne at the provider's expense.

SCOPE OF WORK

The Contractor will staff the Fleet Maintenance Facility Parts Warehouse Monday through Friday between the hours of 6:30 a.m. to 11:00 p.m., Saturday 8:00 a.m. to 3:30 p.m., and as directed by the Fleet Manager or designee during a declared emergency. The Contractor will own the parts and supplies inventory in the Parts Warehouse to satisfy the City's Service Level Agreement. To satisfy the City's non-stocked requirements, the Contractor's on-site staff will purchase those items from local, regional, or national sources in order to satisfy the City's requested brand, immediacy of need, or price point. The Contractor will purchase third-party provided services such as tire mount/balance, glass repair/replacement, body work, engine overhaul, etc. from City identified vendors at prices negotiated by the City.

The Contractor's on-site stocked inventory will be tailored to support the City's fleet configuration and will be adjusted based on changes to the fleet configuration via inventory level setting driven by historical demand and through frequent communication with City maintenance personnel. The Contractor will consult with the Fleet Manager to determine which items are to be stocked.

The Contractor will provide competitively priced parts that meet or exceed Original Equipment Manufacturer (OEM) standards or better and the Contractor will source parts and supplies for all of the City's fleet maintenance related material requirements. When directed by the City, the Contractor will furnish retread, rebuilt, refurbished, recycled, or refined products that meet or exceed OEM, SAE, UL, Mil-spec, ANSI, or other industry quality standards required by the City. The Contractor will manage and ship core returns for credit for items such as water pumps, alternators, starters, and engine blocks in addition to disposing and/or recycling batteries, tires, antifreeze, motor oil, and grease.

The Contractor will charge the City a firm fixed price for their service to be invoiced monthly, following the month of performance, as prescribed on the following page. The firm fixed price management fee is predicated on the Contractor staffing one Parts Warehouse for two (2) shifts conducting approximately \$2.4 million in annual parts and supplies sales. If the City increases the number of Parts Warehouses or shifts requiring staffing or exceeds \$2.65 million in annual parts and supplies sales then the Contractor reserves the right to re-evaluate the Parts Warehouse staffing levels to align Contractor labor with the City's demand for service and revise the firm fixed price management fee accordingly. Further, when directed by the City Fleet Manager or designee, labor costs for all work exceeding a forty-hour work week shall be invoiced to the City at the overtime hourly wage rates by labor category reflected on the following page.

Parts Storeroom Staffing	
Labor Category	Staff
Location Supervisor	1
Parts Specialist	4
Total Staff	5

Labor Cost by Contract Period	
Contract Period	Labor Cost
1 Oct 2022-30 Sep 2023	\$338,800
1 Oct 2023-30 Sep 2024	\$352,300
1 Oct 2024-29 Dec 2024	\$91,700
30 Dec 2024-29 Dec 2025 ¹	\$370,100

¹ 30 Dec 2024-29 Dec 2025 will only be executed if MANCON is granted a Sourcewell contract extension.

Staff Burdened Overtime Labor Rates ²				
Labor Category	1 Oct 2022 to 30 Sep 2023	1 Oct 2023 to 30 Sep 2024	1 Oct 2024 to 30 Sep 2025	1 Oct 2025 to 29 Dec 2025
Location Supervisor	\$48.50	\$50.44	\$52.46	\$54.56
Parts Specialist	\$38.80	\$40.35	\$41.97	\$43.64

² Burdened Hourly Overtime Labor Rates are escalated 4% annually.

Detailed Non-Labor Cost by Contract Period				
Non-Labor Cost	1 Oct 2022 to 30 Sep 2023	1 Oct 2023 to 30 Sep 2024	1 Oct 2024 to 29 Dec 2024	30 Dec 2024 to 29 Dec 2025
One-Time Startup Cost ³	\$80,800	\$80,800	\$20,200	\$0
Annual Operating Cost	\$84,000	\$87,400	\$22,800	\$91,800
Total Annual Non-Labor Cost⁴	\$164,800	\$168,200	\$43,000	\$91,800

³ One-Time Startup Costs are amortized equally over the 27 month contract term.

⁴ Non-labor costs include IT hardware, IT software licenses, storeroom equipment, office supplies, cell phone, Internet service, delivery vehicle, vehicle maintenance & insurance, vehicle fuel, tolls, uniforms, transition expenses, & stocked inventory cost of capital (assumes \$2.4 million in annual parts, fluids, & tires spend).

Total Annual Services Cost by Contract Period ⁵				
Cost Category	1 Oct 2022 to 30 Sep 2023	1 Oct 2023 to 30 Sep 2024	1 Oct 2024 to 29 Dec 2024	30 Dec 2024 to 29 Dec 2025
Labor Cost	\$338,800	\$352,300	\$91,700	\$370,100
Non-Labor Cost	\$164,800	\$168,200	\$43,000	\$91,800
Total Cost	\$503,600	\$520,500	\$134,700	\$461,900

⁵ Includes Sourcewell contract management fee paid to Sourcewell by MANCON. Sourcewell's contract management fee only applies to MANCON's management fee and not the parts sales which are sold to the City at MANCON's landed cost.

Exhibit C – Fleet Vendor Managed Inventory Contract

SOURCEWELL CONTRACT #110520-MAN FOR FLEET AND FACILITY RELATED VENDOR MANAGED
INVENTORY AND LOGISTICS MANAGEMENT SOLUTIONS

**Solicitation Number: RFP #110520****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and MANCON, LLC, 1961 Diamond Springs Road, Virginia Beach, VA 23455 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 29, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to 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

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract 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 Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

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

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

12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

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

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

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

24. CANCELLATION

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

Sourcewell

MANCON, LLC

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 12/21/2020 | 12:18 PM CST

DocuSigned by:
Richard A. Clarke
19AB8B0B99AD43F...
By: _____
Richard A. Clarke
Title: President Management Consulting Inc.
Date: 12/22/2020 | 10:08 AM EST

Approved:

By: _____
Chad Coauette
Title: Executive Director/CEO
Date: _____

RFP 110520 - Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions

Vendor Details

Company Name: MANCON, LLC
Address: 1961 Diamond Springs Road
Virginia Beach, VA 23455
Contact: Andrew Wickard
Email: awickard@manconinc.com
Phone: 757-793-0694
Fax: 757-457-9339
HST#: 81-3509379

Submission Details

Created On: Thursday September 17, 2020 11:06:45
Submitted On: Wednesday November 04, 2020 10:01:35
Submitted By: Andrew Wickard
Email: awickard@manconinc.com
Transaction #: 2ff0fd73-88d3-4ba9-85b3-d2aaf52a9cc4
Submitter's IP Address: 216.54.83.8

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	MANCON, LLC
2	Proposer Address:	1961 Diamond Springs Road Virginia Beach, VA 23455
3	Proposer website address:	www.manconinc.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Richard A. Clarke President, Management Consulting, Inc. Managing Member of MANCON, LLC 1961 Diamond Springs Road Virginia Beach, VA 23455 rclarke@manconinc.com 757-460-6308
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Richard A. Clarke President, Management Consulting, Inc. Managing Member of MANCON, LLC 1961 Diamond Springs Road Virginia Beach, VA 23455 rclarke@manconinc.com 757-460-6308
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Andrew Wickard Business Development Manager 1961 Diamond Springs Road Virginia Beach, VA 23455 awickard@manconinc.com 757-793-0694

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>MANCON, LLC, a subsidiary of privately held Management Consulting, Inc. was founded in 1983 by a career U.S. Navy logistician who for 24 years provided parts to Navy ships, nuclear submarines, airplanes, and vehicles, so it was a natural transition as a civilian to start a business focused on providing repair parts to organizations performing heavy maintenance. What began as a company primarily focused on providing logistics support services and products to the U.S. Navy at the largest naval base in the world in Norfolk, VA, today operates three divisions concentrating on serving complimentary market segments. MANCON's Federal Services Division operates nationally and in selected overseas locations providing logistics and administrative support staffing services to all agencies of the federal government while primarily focused on the Department of Defense. MANCON's Business and Industrial Supplies Division provides a wide range of products including cleaning supplies, personal protective equipment, office supplies, and packing supplies to commercial and government customers in southeastern Virginia and northern North Carolina. Lastly, with the award of our Virginia Department of Transportation contract in 2002, the Supply Chain Management Division entered the fleet and facility parts Vendor Managed Inventory market segment which supports large vehicle and equipment fleet or facility maintenance operations with an on-site full turnkey inventory management and parts procurement solution.</p> <p>MANCON's mission statement reflects our business philosophy that the customer is central to everything we do, specifically:</p> <p>"MANCON's mission is to meet the needs of each of our customers by providing the right people, products and services at a fair price, every time."</p> <p>Our mission statement is a commitment that we treat every customer fairly by providing them with what they need, at the time they need it, at a reasonable cost. MANCON takes a long-term perspective on company growth by earning our customers' business every day which is reflected in our longevity and slow but steady consistent organic growth since 1983. Without the pressures of the public market, as a closely held company, MANCON can go to extraordinary measures to serve our customers which is reflected in our company values of:</p> <p>Integrity – We are true to our word. Customer-Centric Solutions – The customers' best interest is our gauge. Dedication – Our people are dedicated to our customers' success.</p>
8	What are your company's expectations in the event of an award?	<p>MANCON expects to achieve 5% year-over-year sales growth resulting from a Sourcewell award. Because Sourcewell seems to be the most recognized purchasing cooperative, we expect to significantly raise our brand awareness among government customers.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>MANCON's Dun & Bradstreet DUNS number is 08-040-3890. Attached are MANCON's most recent annual financial reports. Also attached is an untapped \$10 million working capital line of credit from MANCON's bank, TowneBank, which is headquartered in Portsmouth, VA. Due to consistent revenue growth, expense control, and market segment diversification over the past decade, MANCON's financial condition is exceptional.</p> <p>Despite the 2020 economic downturn due to the pandemic, MANCON has continued to be profitable while retaining our entire workforce of nearly 600 employees and materially increasing revenue in our Business and Industrial Supplies Division due to increased demand for cleaning supplies and personal protective equipment.</p>
10	What is your US market share for the solutions that you are proposing?	<p>Nationally, there are only two companies that provide Vendor Managed Inventory services supporting fleet maintenance, MANCON and NAPA. While competing for work via the Request for Proposal process, we have encountered regional firms providing the service such as Tidewater Fleet and The Parts House, but their market is limited to their regional distribution system coverage.</p> <p>MANCON operates 76 staffed parts storerooms and 44 non-staffed consigned inventory locations for fleet and facility maintenance customers with total annual revenue exceeding \$120 million. While we don't have insight into the revenue generated by our competition from Vendor Managed Inventory, MANCON estimates that we have 15% to 20% of the U.S. market share.</p>
11	What is your Canadian market share for the solutions that you are proposing?	<p>We presently have no operations in Canada, so 0% market share.</p>
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No, MANCON has never petitioned for bankruptcy.</p>

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>MANCON does not have a dealer network, but rather it is our workforce who manages, purchases, and provides to our fleet customers, millions of parts of various brands for which we aren't required to obtain documentation to resell.</p> <p>MANCON is a service provider whose employees are the workforce performing the sales and Vendor Managed Inventory service at our customers' vehicle and equipment fleet maintenance facilities. At each of our customer locations, MANCON employees are staffing the parts storeroom operations managing and issuing MANCON-owned inventory while purchasing non-stocked parts on demand. Our Virginia Beach, VA headquarters staff provides supporting functions for our service workforce such as monthly customer invoicing, vendor payment, human resource support, safety program management, Vendor Managed Inventory program oversight, performance measurement & reporting, Information Technology support, training, and technical assistance.</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>There is no specific license or certification required to perform Vendor Managed Inventory services. However, each fleet and facility maintenance customer determines what level and type of certification that they require of our on-site workforce. Typically forklift certification is required to either operate MANCON-owned forklifts or to operate our customers' forklifts. Customers also dictate what license is required, be it a commercial forklift certification course, their own certification, or MANCON's forklift certification program. Except at those few customer maintenance facilities where our customers operate forklifts on our behalf for loading and unloading delivery vehicles, every on-site MANCON staff has at least one certified forklift driver. 267 MANCON employees are forklift certified.</p> <p>Automotive Service Excellence (ASE) certification is also sometimes required by our customers. Most often they will want our staff to have an ASE P1 (Medium/Heavy Truck Parts Specialist) or an ASE P2 (Automobile Parts Specialist) certification. ASE certified Parts Specialist command higher wages because the industry recognizes the value in having an employee with an ASE certification behind the counter in a parts storeroom. MANCON employees have earned 86 ASE certifications.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>MANCON has never been suspended or debarred since our inception in 1983.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>The U.S. AbilityOne Commission recognized MANCON as an "OUTSTANDING" AbilityOne Program distributor due to our continual efforts to support the AbilityOne Program. The AbilityOne Program generates jobs for individuals who are blind or have other significant disabilities through Federal Government purchases of certain products and services provided by nonprofit agencies employing such individuals. MANCON has been affiliated with the AbilityOne Program since 1998.</p>	*
17	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>98% of our past three years sales are in the governmental sector including federal, state, and municipal government entities.</p>	*
18	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>Under 1% of our past three years sales are in the education sector.</p>	*
19	<p>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>In February 2020 MANCON was awarded an HGAC Buy cooperative contract for providing Vendor Management Inventory services to fleet maintenance customers. To date we have no sales resulting from our HGAC Buy cooperative contract, although we engaged several current and prospective customers. Unfortunately, with municipal budgets under stress and future funding uncertain due to the global pandemic, fleet maintenance leadership is maintaining the status quo rather than pursuing innovative service solutions or outsourcing non-core functions.</p>	*
20	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>Throughout our history MANCON has held 13 GSA or Indefinite Delivery Indefinite Quantity (IDIQ) multiple award contracts resulting in sales exceeding \$1 billion. Currently, we hold the following schedules with the three-year sales volume provided:</p> <p>GSA 00CORP Professional Services Schedule - \$21,194,159.23 Naval Sea Systems Command SeaPort-NxG - \$721,432.21</p>	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Virginia Department of Transportation	Mr. Bryan Maul	804-524-6160	*
City of Tampa	Mr. Gary Stewart	813-348-1005	*
City of Charlotte	Mr. Chris Trull	704-336-2742	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation (VDOT)	Government	Virginia - VA	Serving VDOT since 2002, MANCON employs 164 people at 41 Vendor Managed Inventory stockrooms co-located with VDOT fleet and equipment maintenance facilities throughout the Commonwealth of Virginia. MANCON's Vendor Managed Inventory operation supports the repair and maintenance of 38,247 VDOT vehicles, heavy road machinery, snow removal equipment, tractors, ferries, and landscaping equipment in addition to providing all material supporting maintenance operations including traffic engineering, bridge maintenance, and right-of-way maintenance. MANCON operates 3 central warehouses and a large fleet of vehicles which provide delivery service to outlying VDOT repair locations in order to satisfy customer service fill rates and delivery metrics. MANCON provides a full range of products to VDOT including but not limited to: parts for truck, automotive, and snow removal equipment; parts for tractors and small engines; parts for marine ferries and small boats; repair services; facilities maintenance parts and shop supplies; power and hand tools; fasteners and hardware; lubricants and fluids; safety supplies, clothing, and personal protective equipment; paint and paint supplies; roadway signage and material; bridge maintenance supplies; traffic engineering components.	14,119 stocked items managed, \$8.7 million stocked MANCON-owned inventory value, and 129,062 VDOT orders processed annually.	\$178,973,207 CYs 2017-19	*

Maine Department of Transportation (MaineDOT)	Government	Maine - ME	MANCON staffs 6 MaineDOT fleet maintenance facilities' Vendor Managed Inventory stockrooms throughout the state of Maine with 28 employees. MANCON's staff operates a fleet of delivery vehicles which provide parts support to 28 MaineDOT satellite maintenance facilities (camps) throughout Maine. MANCON stocks and purchases parts on demand to support the mechanical repair and maintenance services for a diversified fleet of MaineDOT vehicles and equipment consisting of over 2,800 units comprised of heavy and medium duty trucks, construction and landscaping equipment, and various attachments including snow plows, brooms, patch heaters, and trailers.	15,850 stocked items managed, \$3,985,465 stocked MANCON-owned inventory value, & 32,408 orders processed annually for 162,405 items.	\$13,486,607 CY 2018 (partial year) & CY 2019 (full year)	*
City of Charlotte & Charlotte Douglas Airport	Government	North Carolina - NC	MANCON employs 16 people staffing 7 Vendor Managed Inventory stockrooms in City and Charlotte Airport fleet maintenance facilities. MANCON provides all of Charlotte's parts and supplies necessary to support maintenance of their diverse fleet consisting of non-revenue passenger buses, refuse trucks, police patrol vehicles, cutaway vans, fire apparatus, rescue vehicles, medium duty work trucks, snowplows, and off-road equipment.	11,760 stocked items managed, \$2,882,451 stocked MANCON-owned inventory value, & 39,196 orders processed annually for 96,351 items.	\$12,208,857 CYs 2017-19 (Airport) & CY 2018 (City partial year) & CY 2019 (City full year)	*
Naval Surface Warfare Center, Crane Indiana (NSWC Crane)	Government	Indiana - IN	Staffing the U.S. Navy's 50,000 square foot warehouse and 2 parts storerooms with 9 employees, MANCON Vendor Managed Inventory operation provides all facilities and vehicle maintenance part and supplies for the U.S. Navy Base in Crane, Indiana. MANCON provides all material and parts support to maintain 3,000 buildings, 1,800 ammunition magazines, 500 miles of road, 90 miles of rail right-of-way, and 70 miles of fence line on one of the Navy's largest bases covering 97 square miles and employing over 5,000 Department of Defense civilians and uniformed military. MANCON owns and warehouses material to support all infrastructure repairs such as electrical, lighting, plumbing, heating ventilation and air conditioning (HVAC), heavy rail components, maintenance repair and overhaul (MRO), construction, lumber, and aggregate.	7,051 stocked items managed, \$2.5 million stocked MANCON-owned inventory value, & 14,293 orders annually.	\$20,179,343 CYs 2017-19	*

Rochester Genesee Regional Transportation Authority (RGRTA)	Government	New York - NY	MANCON employs 9 people staffing RGRTA's central maintenance facility stockroom on a nearly 24-hour 7 days per week basis. MANCON provides part and supplies for RGRTA's 231 revenue generating buses, non-revenue light, medium, and heavy-duty vehicles, and various types of equipment. In support of RGRTA, MANCON provides parts for several major transit bus manufacturers in addition to supporting repair for the RGRTA non-revenue fleet consisting of automobiles, trailers, tow trucks, dump trucks, loaders, skid-steers, forklifts, gators, floor scrubbers, and floor sweepers.	7,051 stocked items managed, \$2.5 stocked MANCON-owned inventory value, & 14,293 orders processed annually.	\$13,084,151 CYs 2017-19	*
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Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	At our headquarters, MANCON has a full-time business development staff consisting of one director and 2 proposal managers responding to solicitations. Our commercial and government sales teams are organized under a vice president. Supporting MANCON's commercial customers we have one director, one manager, and 4 sales representatives providing inside and outside sales assistance. Supporting our government customers MANCON has 3 managers, 7 inside sales associates, and 1 outside sales associate focused on sales.
24	Dealer network or other distribution methods.	MANCON does not have a dealer network, but we do have an extensive national network of suppliers from whom we purchase automotive and truck parts, supplies, lubricants, and tires supporting all makes and models of vehicles and equipment operated by our customers. We receive manufacturer direct pricing from several suppliers and manufacturers such as Wix Filters, Grote Industries, Spartan Chemical, Gates Belts, Exide Technologies, East Penn Manufacturing, 3M, and Wilson to name a few. MANCON often receives very good sales leads from our suppliers because they don't have the ability or desire to perform Vendor Managed Inventory services and instead prefer to refer MANCON to these customers.
25	Service force.	MANCON has a three-tiered service force. First are our two Vendor Managed Inventory transition and training teams based out of our headquarters who are mobile throughout the U.S. to implement new operations. Additionally, these teams, led by an Operations Manager, provide periodic follow-up training for our on-site storeroom staffs and they conduct physical inventory counts of MANCON-owned stock at the parts storerooms we operate for our customers. Once an operation is implemented, daily execution is the responsibility of one of our four headquarters Customer Support Teams, each of which is led by a Customer Support Manager, all of whom report to an Operations Manager. These teams are assigned specific customers and they primarily provide back office support, invoice generation, inventory management support, problem transaction troubleshooting, and technical support for our service personnel at customer locations. Lastly, service in the field is delivered by 262 MANCON employees directly supporting our Vendor Managed Inventory customers. Nineteen managers throughout the U.S. provide the daily oversight, direction, and leadership for MANCON's on-site workforce serving our customers. These managers are directly aligned with specific customers and they are in constant communication with our customers' leadership teams who execute the fleet and facilities maintenance effort.

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Central to MANCON's service are our employees who staff the customer service counters at our Vendor Managed Inventory operations. This is where our staff engages our customers' technicians who perform the fleet and facilities maintenance. Even when our customers use an electronic ordering process, communicating with technicians is important due to the technical complexity of the parts that we procure. Occasionally, our suppliers require additional identifying information from the vehicle or equipment before MANCON can source the correct part. Resolving this involves MANCON staff communicating with the technician who is conducting the repair. It also sometimes requires that our staff join the technician in the maintenance bay to find a part number on the installed broken component, or taking pictures of the part to be replaced for the supplier, or conducting research using technical publications. Generally, wait time at the customer service counter is negligible, but if we do have technicians waiting for counter service from our Parts Specialists then other MANCON parts storeroom staff are trained to help.</p> <p>Supporting the effort at the customer service counter are our headquarters Customer Support Teams who are aligned to assist specific Vendor Managed Inventory operations. While the Teams are primarily responsible for performing back office support functions for the staff in the field, the Team managers frequently engage with our customers' maintenance leadership teams to address continuous improvement initiatives, to jointly plan for special or seasonal maintenance, and to discuss future operational changes. Much of the communication to our headquarters Customer Support Teams is conducted via e-mail and it is expected that our customers receive same day responses from our staff.</p> <p>Contractual Service Level Agreements (SLA), which are subsequently addressed in Table 9, specify quantifiable performance measures by contract. Consistently attaining these SLAs reflects providing responsive customer service by both our on-site and headquarters staffs. Additionally, the results of effective customer service are manifested in decreased vehicle and equipment repair turn-around time, increased vehicle and equipment availability, and increased technician productivity.</p> <p>MANCON incentivizes our staff to achieve SLA metrics and to provide excellent customer service by granting annual performance bonuses.</p>
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	MANCON is willing to provide our Vendor Managed Inventory service to any Sourcewell participating entity in the United States.
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	While MANCON does not have a current Canadian Vendor Managed Inventory customer, we have pursued a large public Canadian fleet solicitation, but decided against submitting a proposal due to the price structure. So, for a large opportunity (>\$10 million in annual sales) MANCON would create the infrastructure necessary to serve a Sourcewell participating entity in Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MANCON's service limitation is not dictated by geography, but rather by the size of the participating entity. For the economics of outsourcing parts storeroom Vendor Managed Inventory to a contractor such as MANCON to make sense, generally, the customer should have \$750,000 to \$1 million in annual automotive and truck parts, supplies, lubricants, and tires spend. This size of operation will support a 2-person parts storeroom staff which allows for staff to take personal time off or absence for sickness. For parts storeroom operations smaller than that size standard, the cost for the service is too much of a burden on the repair cost to justify a dedicated storeroom staff. So, while MANCON will operate anywhere in the U.S. and Canada, customer size dictates the viability of the opportunity.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MANCON has no limitation on serving any of Sourcewell's participating entity sectors.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Except for the customer size consideration explained in the response to question 29, MANCON has no restrictions on serving participating entities in Hawaii and Alaska and in U.S. Territories. Pricing and Service Level Agreements could vary based on the location due to governmental taxes and fees such as the Hawaii General Excise Tax and parts delivery timeframes and expenses especially to US Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
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<p>32</p>	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>MANCON's marketing strategy is to raise awareness of our Vendor Managed Inventory program with government fleet and facilities managers at the state, city, county, and municipal levels of government because these managers are the consumers of our service. MANCON's second target market are government purchasing officials because they seek solutions to budgetary constraints and their operations are directly affected by fleet and facilities maintenance operations due to the need for expansive contract coverage and high purchasing volume for parts, supplies, and repair services. The third focus is on public works officials who often have purview over fleet and facility maintenance operations and even if they don't, their equipment and facility condition are affected by the effectiveness of the parts management operation. Finally, utility fleets are a target market for MANCON because, like our department of transportation customers, they too operate large fleets which are maintained by multiple maintenance facilities over a large geographic area.</p> <p>MANCON primarily focuses our marketing efforts on attendance at trade shows and their sponsoring associations because that is where the aforementioned officials convene and receive their information. The following is a list of trade shows, and their affiliated associations, that MANCON attends regularly which is annually for most.</p> <ul style="list-style-type: none"> • Government Fleet Expo & Conference (GFX) • NAFA Fleet Management Association (NAFA) Institute & Expo (I&E) • Florida Association of Governmental Fleet Administrators (FLAGFA) Conference & Expo • California Association of Public Procurement Officials (CAPPO) Conference Supplier Exposition • Virginia Association of Governmental Purchasing (VAGP) Conference & Expo • Association of State Highway Transportation Officials (AASHTO) Equipment Fleet Management National Conference • Northeast/Midwest Equipment Management Conference • Southeastern States Equipment Managers Conference • Western States Highway Equipment Managers Association Conference • Georgia Procurement Conference • National Institute of Governmental Purchasing (NIGP) Annual Forum and Products Exposition • FleetPros FleetCon Annual Convention • American Public Works Association (APWA) Public Works Expo • The Association for the Work Truck Industry NTEA Work Truck Show • American Public Transportation Association (APTA) Expo • Southeast Governmental Fleet Managers Association (SGFMA) Annual Meeting and Equipment Show • Utility Expo • The Government Finance Officers Association (GFOA) Annual Conference <p>MANCON's trifold marketing brochure is attached in the documents section of our proposal on the Sourcewell purchasing portal.</p>
<p>33</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>MANCON has a website and a social media presence on Facebook and LinkedIn. We are attracting traffic to our website by employing Search Engine Optimization which uses keywords and products titles that are more likely to be searched for first. MANCON also uses structured data to provide accurate information about each page which makes it easier for spiders (search algorithms) to scan the content, categorize it, and rank it accordingly. We monitor our Web page speed loading (initial landing page load and concurrent clicks) and mobile-friendly integration knowing that Google tracks that data for page ranking which gives preference to faster websites. Lastly, MANCON uses Google Analytics service which allows in-depth analysis of visitors to MANCON's website.</p> <p>From a social media perspective, we generate posts and run advertisements to attract customers by raising awareness of MANCON's products. Particularly during the virus pandemic, during which MANCON has had cleaning supplies and personal protective equipment in stock when it was scarce, MANCON social media connections were sharing MANCON posts with other people in their network. This network effect resulted in driving significant customer demand with some traveling from Maryland, over 4 hours one way, to purchase product.</p>
<p>34</p>	<p>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>	<p>We expect Sourcewell to be a supportive partner in promoting our Vendor Managed Inventory service by giving MANCON no greater or less importance than other awardees if it is a multiple award contract. Further, at those trade shows where there is a Sourcewell awarded contractor pavilion, we will want to be welcomed in the venue with the other Sourcewell awardees.</p> <p>MANCON intends to lead the sales discussion with potential customers by promoting use of the Sourcewell contract. Our promotional literature will feature MANCON's Sourcewell award and we will welcome a Sourcewell banner designating us as an awardee at our trade show booths. Closing business via a cooperative contract is a much more efficient use of our business development effort relative to responding to a voluminous solicitation and therefore it is our preferred vehicle for acquiring customers.</p>

35	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>MANCON provides our customers with several electronic methods for transmitting orders. First, we can create a custom on-line catalog which allows customers to keyword search among various categories of items. Once the customer has identified the item that they desire to order, they complete a check out process which transmits the order to MANCON staff. The on-line process also provides for a hierarchical customer approval process prior to MANCON receiving the order. For example, a technician's order may be routed to a supervisor for approval and then, based on other criteria such as extended price or expedited shipping charge authorization, the order may be routed higher in the chain of command for final approval before MANCON processes the request. This flexible on-line catalog ordering process provides transparency, speed, and accountability for our customers' orders.</p> <p>Second, MANCON has created a Web order form which is completed by the requesting technician. It is electronically transmitted to MANCON, and like the catalog ordering process, it too can be routed to supervisors for approval prior to MANCON taking action to process the order. Also, like the catalog process, the Web order form automatically populates a sales order in MANCON's ERP system NAV which provides for order accuracy, speed, and accountability.</p> <p>Finally, MANCON can also accept e-mail orders which are generated in our customers' maintenance management system. These e-mail orders are received by the supporting MANCON parts storeroom staff in an e-mail in box that is accessible to the entire staff. The orders are processed by the staff as they are received. Like the other two electronic ordering methods described here, the e-mail ordering process is an accountable and accurate method for communicating our customers' parts requirements.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
36	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>At our customers' request, MANCON will provide process and procedure training for topics such as ordering, receiving, Safety Data Sheet access, Data & Reports portal use, and any other relevant topic associated with the Vendor Managed Inventory service that MANCON provides. MANCON makes this customized training content available to our customers via "MANCON U", a series of online training tutorial videos which guides our customers' employees with a step-by-step real-time demonstration and a narrative voice-over which is available via MANCON's customized Web portal. "MANCON U" is available 24/7 to employees so that they have a visual ready reference for all the processes associated with MANCON's contact with the customer. Because "MANCON U" is a product developed in-house by our headquarters Supply Chain Management Division, the content can be modified on demand as processes change or it can be tailored to suit a specific customer's operational needs.</p> <p>Because MANCON has relationships with most of the major parts Original Equipment Manufacturers (OEM) and aftermarket parts suppliers, we generally have access to their parts installation and maintenance training content. MANCON's suppliers benefit by having our customers use their training programs because the manufacturers know that an informed customer who understands their products' benefits and form, fit, and function advantages results in increased product sales. Therefore, manufacturer provided technician training is often free to MANCON customers, particularly if it is delivered over the Web. Where there is a fee for training, which is typical of instructor led on-site training, MANCON will bill our customers for the training cost.</p>
37	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>MANCON has invested heavily in information technology (IT) to ensure that we have current, robust, secure, and resilient tools to delivery our Vendor Managed Inventory service. Specifically, the IT backbone of our business is Microsoft Dynamics NAV which recently underwent a full system upgrade to a current version of NAV which provides a wide array of features to better manage, extract, analyze, and report transaction data. The following is a list of technological advances that MANCON leverages, many of which are facilitated by NAV.</p> <p>Data & Reports Portal – MANCON's Supply Chain Management headquarters staff develops a customized Data & Reports portal for each customer so that our Customer Support Teams, on-site parts storeroom staffs, and our customers all have access to real time transaction and performance data. Nearly every report and dataset available via the Data & Reports portal is self-generated with selectable parameters such as date ranges, location, and transaction type. NAV provides the flexibility to write any data element that we capture to a SQL database which can then be queried and presented in a report or dataset via the Data & Reports portal.</p> <p>Receiving Tablet – To ensure that we have accountability for the parts that we provide our customers MANCON uses a tablet which displays the list of parts on a sales order and provides a space for the receiving technician to electronically sign for receipt acknowledgement. These electronic proof of delivery confirmations are available to our customers via the Data & Reports portal which provides transparency, accountability, fraud</p>

		<p>mitigation, and an audit trail. This feature is important because our customers can use this data to substantiate the monthly parts invoice which provides all the sales orders for the month and line item detail for each part provided by MANCON.</p> <p>Video Monitor Status Boards – Video monitor status boards can be displayed in prominent locations throughout the maintenance facility so that technicians and supervisors have timely access to the parts related information that is most important to them. Like the Data & Reports portal, these video monitor status boards receive real time data from NAV and they can be programmed to display any NAV data field or other content such as general announcements, weather forecasts, schedule changes, etc. as they scroll through the programmed information. From a parts operation perspective, the most useful information to provide technicians via the video monitor status boards is posting orders that are ready for pick up at the customer service counter and the status of parts on order.</p> <p>Data Sharing Via File Transfer Protocol (FTP) – Because our fleet and facilities customers typically use a maintenance management software such as AssetWorks, Faster, Maximo, Chevin, etc. and MANCON conducts the inventory management, purchasing, and vendor payment transacts in NAV, there is a need to ensure that the parts related transactions are reflected in our customers’ maintenance management systems. Rather than manually enter the parts activity which is prone to errors, MANCON creates a daily parts transaction flat file which is transmitted via FTP at the end of the work day, although the file can be transmitted as frequently as desired by the customer.</p> <p>Parts & Supplies Vending Machines – MANCON can provide parts vending machines for high velocity supplies or items that customers want to control their issuance such as items that may be taken for personal home use. These Web enabled vending machines permit dispensing by technician identification number, record usage against work orders, and alert when replenishment is required. MANCON has successfully employed this technology at customer locations who desire to have after-hours, emergency access, controlled access to pilferable product, or remote location material availability. Customers typically desire to have high use, preventative maintenance, or safety of operation items dispensed from the vending machines which can be configured to support products of different dimensions, size, unit of issue, weight, and price point.</p> <p>Bar Coding - MANCON can use barcode scanning technology in the parts rooms for the purpose of receiving, issuing, conducting physical inventory, and cycle counting. Bar code scanning increases transactional accuracy and promotes process accountability. To successfully implement bar code enabled processes, MANCON catalogs the 2D bar code associated with every item on the shelf or purchased as a pass through with the associated item record in NAV.</p> <p>Radio-Frequency Identification (RFID) Portal Storeroom - Employing RFID technology in a storeroom allows for technicians to have free access to draw parts while recording their use without dedicated storeroom staffing. RFID is an automatic identification method relying on storing and remotely retrieving data using RFID tags or transponders. The technology requires that MANCON personnel affix a reusable RFID tag to each item in the storeroom which is read by a receiver and recorded as an issue as the item passes out the storeroom door. MANCON uploads minimum and maximum item stocking levels to the RFID system database so the system automatically triggers stock replenishment orders. To ensure inventory integrity, MANCON periodically performs a wall-to-wall physical inventory by counting every stocked item. RFID technology can also be applied to tool issue cribs and handheld equipment storerooms to assist with accountable issue and tracking of these highly pilferable items such as diagnostic equipment, special tools, string trimmers, chain saws, generators, etc.</p> <p>Electronic Ordering – MANCON’s electronic ordering capability is described at length in our response to question 35. MANCON offers customers several electronic ordering options so that we can accommodate our customers’ operational needs.</p>
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At all our Vendor Managed Inventory sites, MANCON not only provides products, but we also operate a reverse logistics supply chain by returning used components such as batteries, water pumps, alternators, generators, injectors, and other repairable components to our suppliers for core credit. Using NAV data and reports that we’ve developed, MANCON is able to systematically track components that need to be returned to our suppliers for core credit so that we ensure accountability for their return and receive supplier core credit which is provided to our customers. These parts are ultimately reconditioned, remanufactured, and sold again as new components. Additionally, with our customers’ permission, MANCON purchases and stocks remanufactured parts which save our customers money and help to eliminate waste. Lastly, MANCON also manages the proper return of used fluids such as motor oil and antifreeze to recyclers. Depending on market conditions, MANCON is paid for these used fluids and the proceeds are returned to our customers via the monthly invoicing process. So, this environmentally friendly practice both reclaims waste fluids for recycling and reprocessing into new products while also generating revenue for our customers.</p>

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	MANCON's Business and Industrial Supplies Division and Supply Chain Management Division sell full lines of green cleaning products, remanufactured components, and office and janitorial products with high recycled material content. MANCON provides these green products such as bio-based degreaser, bio-based hand cleaner, non-petroleum graffiti remover, no VOC all-purpose cleaner, and 100% recycled toilet tissue and copier paper to our fleet and facilities maintenance customers. These more environmentally friendly products qualify for one or more of the following sustainability standards: Green Seal Certified, U.S. EPA Safer Choice Standards, USDA Certified Biobased Product, and High Efficiency. MANCON is committed to contributing to a safer environment by offering our customers more ecologically sustainable products.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While MANCON does not qualify for any of the certifications addressed in this section because we are a large unrestricted business for most of the business categories that we pursue, MANCON does subcontract to or purchase from numerous suppliers that are small businesses who are certified in various minority or disadvantaged categories. Specifically, in the prior 12 months MANCON's federal work has been subcontracted to the following:</p> <ul style="list-style-type: none"> • Small Business - \$14,086,692 • Small Disadvantaged Business (SDB) - \$163,918 • Woman-Owned Small Business (WOSB) - \$2,501,008 • Veteran-Owned Small Business (VOSB) - \$3,357,306 • HUBZone - \$3,796 • Service-Disabled Veteran-Owned Small Business (SDVOSB) - \$2,378,078 • 8a Certified Small Business - \$162,298 <p>Total Annual Subcontracted Spend - \$22,653,096 or 55.4% of MANCON's federal revenue.</p> <p>Further, in the Supply Chain Management Division, MANCON also serves customers who have small, minority, or disadvantaged utilization goals. For example, our Virginia Department of Transportation (VDOT) contract requires that MANCON purchase at least 20% of the total contract spend from Small, Women-owned, and Minority-owned Business (SWaM) certified suppliers. For the last 12 months supporting VDOT, MANCON sourced material from 2,009 suppliers, 420 of which were SWaM certified from whom we purchased \$13,128,002 or 21.5% of MANCON's total annual VDOT parts spend. MANCON consistently exceeds our 20% SWaM goal by actively cultivating a network of suppliers who qualify for the SWaM certification but don't yet have the product lines to support VDOT. Through our existing supplier network, we work with them to become distributors of products that our VDOT customer uses.</p>

<p>41</p>	<p>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>	<p>Our business model is very different from our competitors which allows us to be more aligned with our customers' interests. Employing a service model similar to our federal staffing contracts, MANCON charges a fixed fee for the on-site labor and non-labor expenses to provide the Vendor Managed Inventory service while invoicing customers for the material we procure on their behalf at MANCON's landed cost. By not assessing a gross profit margin on parts and supplies, MANCON is more aligned with our customers' goals relative to our competition for the following reasons:</p> <ul style="list-style-type: none"> • MANCON's business model allows customers to choose which suppliers, price point, and brands that they prefer for various categories of material and vehicle repair applications. • Our customers' chief concern is speed, that is – receiving the right part as quickly as possible after placing an order. MANCON achieves this by maintaining a fully stocked on-site storeroom at the customers' fleet maintenance facility and be establishing a robust, primarily local, supplier network. Because MANCON does not have an organic parts distribution infrastructure that needs to be leveraged for business success, we're focused on procuring parts quickly from local suppliers rather than having customers wait for product from a distant MANCON distribution center. • MANCON employees are focused on satisfying our customers' parts requirements rather than selling parts that deliver the highest profit margin. • MANCON's fixed fee service model allows our customers to accurately budget for vehicle maintenance operational costs. • MANCON's brand neutral approach allows our employees to focus on providing the exact parts from the original equipment or aftermarket manufacturer preferred by our customers. • MANCON's measures of success are the City's cost savings, high material issued on demand rates, vehicle maintenance productivity improvements, and increased vehicle availability rates rather than product sales and gross margin percentage. • MANCON's parts and fee pricing is transparent, easily auditable, and substantiated by source documents maintained on file locally. <p>As a privately held company, MANCON views our customers as the most important stakeholder in our business. Our customers' maintenance and operational outcomes define our success and therefore our workforce is attuned to satisfying your requirements. Procuring parts on their behalf, it is our customers who drive the purchasing decisions related to price, parts manufacturer, brand, country of origin, after market, or original equipment manufacturer. MANCON has no financial stake in our customers parts preferences.</p> <p>Despite MANCON's brand neutral approach, we continuously work with our suppliers to reduce cost based on procurement volume and, with our customers' permission, substitution to more economical or more durable items. MANCON reduces material cost by aggregating demand across all our operations, so as we scale the business, our customers reap the benefits of lower parts pricing.</p>
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Table 9: Warranty (Performance Standards or Guarantees)

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

Line Item	Question	Response *
42	Describe any performance standards or guarantees that apply to your services (customer service response times, processing time frames, stock and non-stock fill rates, etc.).	<p>Where manufacturers provide parts warranties for fleet vehicle applications, MANCON extends these product warranties to our customers. If quality discrepancies occur and parts are determined to be defective, inferior, non-fitting or any other general warranty guarantee consideration, then MANCON will mediate with manufacturers to represent our customers' best interest for replacement or credit.</p> <p>During contract negotiation, MANCON works with our customers to develop mutually acceptable Service Level Agreement (SLA) performance standards which are supportive of their maintenance process and unique operational requirements. These SLAs typically address a fill rate for stocked items and a wait time for non-stocked item procurement. These measures focus MANCON on maintaining a well-stocked storeroom and a robust purchasing capability which responds by obtaining parts quickly from our supplier network. The following response addresses representative SLA metrics which are date and location selectable on MANCON's Data & Reports portal.</p>
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	<p>As mentioned in the response to question 42, MANCON and the customer jointly develop metrics or key performance indicators which are used to measure performance at our Vendor Managed Inventory operations. Although each operation is unique, MANCON recommends that the metrics measure stock issue and purchasing performance as reflected in the following SLAs from an existing major MANCON customer:</p> <ul style="list-style-type: none"> • Stocked Item – Issued 95% of the time < 4 hours after receipt of order • Non-stocked Item – Issued 80% of the time < 1 business day after receipt of order • Non-stocked Item – Issued 90% of the time < COB 3 business days after receipt of order <p>MANCON and the customer agree to what constitutes a stocked item which is generally based on the frequency of demand, procurement lead time, and criticality to the maintenance process. As important as achieving the SLAs is understanding why transactions fail the stocked or non-stocked SLA measure so, MANCON provides every SLA miss on the Data & Reports portal so that our on-site staff and headquarters staff can take corrective action to preclude further SLA misses.</p>
44	Describe any service contract options for the items included in your proposal.	<p>The standard Vendor Managed Inventory service that customers typically request is for a staffed parts storeroom with MANCON providing automotive and truck parts, tires, fluids, and repair related supplies. MANCON endeavors to make our staff as useful to our customers as possible and therefore we're willing to provide a broader range of products which solve all of their material requirements so that they don't have to award other contracts or use purchase cards to conduct their maintenance operations. This increased stocking and purchasing scope can include personal protective equipment, safety supplies, roadway material, bridge maintenance supplies, traffic engineering components, office supplies, and cleaning supplies. The purchase of third-party provided repair services such as glass repair and replacement, body work, engine overhaul, decaling, tire mounting and balancing, etc. are also an extension of MANCON's standard Vendor Managed Inventory service.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
45	What are your payment terms (e.g., net 10, net 30)?	Net 30.
46	Describe available payment options (e.g., frequency, method, platform, etc.)	<p>We invoice our customers monthly and typically breakout the fixed service fee for the MANCON labor and non-labor resources to operate the parts storeroom(s) from the parts invoiced amount. The parts invoiced amount is substantiated by a spreadsheet containing line item detail of each part provided during the month and any credits for core returns. Further, our service offering includes procuring third-party services for our fleet customers such as tire mount & balance, tire repair, windshield repair/replacement, body work, engine overhaul, etc. These transactions are included in the monthly line item invoice spreadsheet and MANCON can further break out third-party vendor labor from parts billed by the third-party because our customers generally need to account for material and labor separately.</p> <p>MANCON prefers to be paid via Automated Clearing House (ACH) transfer, although we will except payment by check and purchase card.</p>
47	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	<p>Our fleet customers communicate their vehicle parts and supplies requirements to MANCON's on-site staff using various means including hard copy orders, e-mail orders, and Web order forms. Regardless of the ordering mechanism, MANCON initiates a sales order in our Enterprise Resource Planning (ERP) system Microsoft Dynamics NAV to document the issuance of parts and supplies to our customer. The sales orders for the month are the basis of the monthly invoice to our customers. So, all sales activity that Sourcwell requires to be reported in Section 8 of the Contract template are resident in NAV by customer and specific customer repair facility if necessary.</p>
48	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>Yes, MANCON has the ability to process a purchase card transaction, but the transaction cost to process a purchase card is significant and because its cost is not considered in our service fee pricing, the purchase card transaction fee would need to be added to the invoiced amount.</p>

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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49	<p>Describe your pricing model (e.g., line-item discounts, product-category discounts or cost plus). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items and services 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.</p>	<p>MANCON charges a firm fixed price for our service consisting of the labor and non-labor resources to staff and operate the Vendor Managed Inventory operations in our customers' maintenance facilities, so each customer receives a customized price quote based on the customer's resource requirement driven by their business volume. The firm fixed price includes the cost of MANCON's resources to operate the parts storeroom plus our overhead expenses, Sourcewell administrative fee, and profit. Further, MANCON provides all repair parts, tires, fluids, shop supplies, and third-party services at our landed cost without any additional mark-up to their cost. Landed cost consists of MANCON's invoiced cost from our suppliers plus applicable taxes, fees, tariffs, duties, and shipping charges. During contract negotiation, MANCON provides customers with a firm fixed price for our service for every contract year so that customers understand exactly how much our service will cost and therefore, they can budget accordingly. Both labor and non-labor costs are escalated annually to reflect the expected rate of wage and price inflation. The only circumstances where the firm fixed price will change is if the customer's operational requirements and therefore their resource requirements change such as the customer adding another shift needing parts storeroom staffing, the customer opening another fleet maintenance facility which needs a staffed parts storeroom, etc.</p> <p>The labor cost component of our firm fixed price consists of hourly wages, health insurance benefits including medical, dental, and vision plans for the employee and their family, annual paid leave which increases with longevity, paid time off for holidays observed by our customer, life insurance, and a matched 401(k) retirement plan. In addition to the employee compensation and benefits, MANCON's labor cost includes Social Security, Medicare, taxes, and unemployment insurance. During contract negotiation, MANCON provides our customers with the burdened regular time and overtime hourly wage rates for each job classification included in MANCON's proposed Vendor Managed Inventory operation staffing plan. Overtime hours are not factored into the firm fixed price so, when overtime is directed by our customers, MANCON includes the cost of those overtime hours worked in our monthly invoice as a separate line item.</p> <p>The non-labor cost component of our firm fixed price consists of one-time startup costs and annually recurring costs. The one-time startup costs include the purchase of items such as vehicles, computers, printers, bar code scanners, tablets, video monitor status boards, software licenses, software integration, material handling equipment, forklifts, and transition staff expenses. These one-time startup costs are equally amortized over the contract term, so their impact is not disproportionate in any one contract year. Annually recurring non-labor costs such as software license maintenance, Microsoft Office e-mail access, ASE certification, vehicle maintenance, fuel, insurance, office supplies, inventory carrying cost, uniforms, landline phone service, internet service, and cell phone service. Any non-labor resource provided by our customer, such as allowing MANCON to use customer landline phone service, reduces MANCON's firm fixed price.</p> <p>In summary, during contract negotiation, MANCON provides customers with a customized firm fixed price quote for every contract year which reflects the labor and non-labor resources required to conduct Vendor Managed Inventory operations in the customers' maintenance facilities' parts storerooms. All parts, materials, and third-party services are provided by MANCON at our landed cost without additional mark-up to their invoiced cost from our suppliers. By providing transparent pricing for MANCON's Vendor Managed Inventory service, customers are able to conduct a business case analysis to determine if our service is beneficial by allowing them to save money and improve maintenance efficiency.</p>
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50	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>MANCON's pricing model provides parts at actual landed cost to its customers, thus eliminating MSRP and/or List Prices and the associated complicated and dynamic discount tables. Because MANCON purchases millions of dollars of products from our supplier network, we receive very favorable pricing. MANCON has pricing agreements with our major suppliers to include manufacturer direct pricing where we can meet the minimum order quantities which vary by supplier. While these parts pricing agreements are generally based on a discount structure, as stated in the response to question 49, MANCON sells product to our customers at our landed cost from our supplier network.</p> <p>During contract negotiation, MANCON is agreeable to pricing a customer provided market basket of items so that they can assure themselves that MANCON is offering a highly competitive landed cost for the products that we provide. Further, during contract execution, MANCON uses various tools as pricing benchmarks to assess if a product price is fair and reasonable. Ongoing reviews of prices paid for items helps to identify variations in vendor pricing and enables MANCON to focus purchasing from suppliers who provide the best value. When new items are purchased, MANCON requests price quotes from various vendors and identifies those that provide the best value as measured by freight cost, ease of return, core charges, and bulk purchase pricing. This best value analysis ensures that our customers receive the lowest competitive price with vendors that provide the highest level of service.</p> <p>MANCON also checks purchases against other MANCON contracts to ensure that vendors are providing the lowest possible pricing for all manufacturers regardless of location. Annually, MANCON can perform a pricing review of the items with the highest extended money value (total quantity ordered times price) expenditure. Typically, we find that 80% of the dollar value spent on parts is concentrated in 20% of the items and therefore we endeavor to reduce the unit cost of those items by negotiating better pricing with those suppliers in order to achieve savings for the customer. Alternatively, MANCON seeks more economical sources for those products with our customer's concurrence.</p> <p>MANCON agrees to allow and encourages customer personnel to audit our pricing and purchasing records. In order to accommodate an invoice audit capability of our pricing, MANCON provides our customers' staff with the ability to generate a random list of products purchased. MANCON then provides copies of the associated vendor purchase documents for price verification. In the event of a discrepancy, MANCON immediately credits the customer for the difference and performs a more thorough audit to ensure the discrepancy was an isolated incident rather than a systemic problem.</p>
51	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>MANCON's pricing model provides parts at actual landed cost to its customers, thus eliminating MSRP and/or List Prices and the associated discount tables. Thus, MANCON has no quantity or volume discount programs itself.</p> <p>Volume discounts and rebates vary by supplier. Where our customers' parts volume collectively achieves the threshold for quantity discounts, MANCON passes that lower parts price on to customers in the form of lower landed cost. Where actual cash rebates are received from suppliers, MANCON refunds customers via the monthly invoicing process on a proportional basis to their spend on the product line(s) generating the rebate.</p>
52	<p>Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.</p>	<p>All products, whether stocked and non-stocked, and third-party provided repair services purchased by MANCON on behalf of our customers are invoiced at their landed cost without additional mark-up to their cost. When purchasing non-stocked items, MANCON conforms to our customers' procurement regulations such as obtaining multiple quotes for purchases exceeding a certain dollar threshold. Quoting documentation is retained on-site by our Vendor Managed Inventory staff to substantiate the purchase should it be needed for audit purposes.</p>

53	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 cost of every labor and non-labor resource to provide the Vendor Managed Inventory operation is included in MANCON's firm fixed price. MANCON's Vendor Managed Inventory service pricing model is transparent and provides multi-year budget quality costs for our customers. Parts spend is a variable cost since it is determined by the type and frequency of maintenance performed by our customers, but it is the customer, not MANCON, who dictates the maintenance plan.	*
54	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Product shipping cost from our suppliers for stocked and non-stocked parts is included in the landed cost of the parts and supplies that we provide our customers. The cost of MANCON's parts pick-up and delivery service at our customers' maintenance facilities is included in the firm fixed price for our Vendor Managed Inventory service. Because it is a variable and unknown cost, the only shipping charge that we bill our customers for is expedited shipping charges from carriers such as FedEx, UPS, and DHL, which is authorized by the customer in advance of their use. Expedited shipping charges are reflected as a separate line item on MANCON's invoice.	*
55	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping for Alaska, Hawaii, Canada, or any offshore delivery is managed in the same manner as described in the response to question 54. Shipping cost is reflected in the landed cost of the item while customer authorized expedited shipments are billable to the customer.	*
56	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For large customers with multiple fleet maintenance facilities spread over a large geography such as our Virginia, Maine, and New Jersey Departments of Transportation customers, MANCON typically establishes a state-wide hub and spoke delivery network which allows us to purchase large quantities at beneficial prices and distribute product throughout the state. Further, this delivery network allows MANCON to redistribute stock among Vendor Managed Inventory storerooms which more efficiently leverages our inventory to the benefit of our customers through increased material availability.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
57	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Not only will pricing be better, but because MANCON can have a conversation with the participating entity during contract negotiation, the resources and therefore the firm fixed price will exactly reflect the participating entity's operational requirements. Too often during the RFP process, even though a question and answer period is generally permitted, the customer's exact requirement for resources, expected service level, and desired solution are not fully known which impose risk for Proposers. Proposers must therefore hedge against these ill-defined or unknown requirements by building in cost to their proposal. Further, customers often ask for very specific requirements which are sometimes unnecessary and can be provided via a more economical solution which lowers the overall cost to them. Again, having a conversation with Participating Entities to determine their exact needs will lead to better pricing and service relative to the RFP procurement process.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
58	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.	Our customer billing and remittance to Sourcwell is managed and generated by the respective Customer Support Team leader for the contract. This routine month-end process is audited by our Accounting Department which ensures that the billing and remittance is proper. Our Enterprise Resource Planning (ERP) system, Microsoft Dynamics NAV, is useful in this regard because it systematically captures every financial transaction across our company and provides the same data to all users.
59	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.)	MANCON proposes remitting 2% of the firm fixed price for our Vendor Managed Inventory service to Sourcwell for facilitating, managing, and promoting the contract. MANCON would include the Sourcwell administrative fee in the firm fixed price to the customer allowing for a uniform, budgetable amount billed monthly.

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

Line Item	Question	Response *
60	Provide a detailed description of the equipment, products, and services that you	MANCON staffs our customers' maintenance facility parts operations during our customers' hours of operation and as directed for overtime support during inclement

are offering in your proposal.

weather, emergencies, and for increased production requirements. MANCON owns the parts and supplies inventory which are maintained at sufficient stocked range and depth to achieve the customer prescribed Service Level Agreement. In order to satisfy our customers' non-stocked parts requirements, MANCON's on-site staff immediately generates purchase orders and places those items on order with local, regional, or national sources in order to satisfy customers' requested brand, immediacy of need, and/or desired price point (good, better, or best).

MANCON's on-site stocked inventory is tailored to support our customers' vehicle and equipment fleet and will be adjusted based on changes to the fleet configuration, via minimum/maximum stock level setting driven by 12 months of historical customer demand, and through frequent communication with maintenance personnel. MANCON consults with maintenance leadership to determine which items are to be stocked and before any parts are removed from inventory.

MANCON provides Original Equipment Manufacturer (OEM) parts, supplies, and materials as required by our customers. Additionally, MANCON provides competitively priced parts that meet or exceed OEM standards or better and we source parts or supplies for all of our customers' fleet or facility material requirements. When directed by our customers, MANCON furnishes retread, rebuilt, refurbished, recycled, or refined products that meet or exceed OEM, SAE, UL, Mil-Spec, ANSI, or any other industry quality standard required. MANCON manages and ships core returns for credit for items such as water pumps, hydraulic components, alternators, starters, etc. in addition to disposing/recycling batteries, oil, and tires.

Material ordered by MANCON to satisfy non-stocked repair requirements or for shelf stock is delivered F.O.B. Destination to the maintenance facility parts storeroom. All material is packaged, preserved, and marked using commercial standards with delivery over the counter to our customers' technicians. Parts and supplies ordered incorrectly by MANCON are returned to local and non-local suppliers without a restocking fee or shipping fee charged to our customers. Damaged material is returned to suppliers for re-issuance. Where they exist, manufacturer product warranties convey to our customers and MANCON is responsible for tracking installed warranty parts and managing warranty returns. MANCON only serves authorized customer employees presenting a proper work order or parts requisition for the purpose of repairing customer vehicles and equipment. MANCON's on-site inventories at our customers' maintenance facilities are used strictly for the customers' operations and no other commercial purpose.

MANCON staffs the maintenance facilities' parts storerooms based on the customers' required hours of operation, the number of maintenance facilities to staff, the parts order volume by maintenance facility, the overall annual spend on parts and supplies, and the customers' service level requirements.

In order to minimize the time from part requisition to issuance, MANCON maintains a fully stocked storeroom as well as develops a robust local supplier network. Further, MANCON is prepared to provide all of our customers' repair parts, shop supplies, office supplies, facilities maintenance parts, industrial supplies, power/hand tools, Maintenance, Repair, and Operation (MRO) items, roadway supplies, janitorial supplies, highway material, fluids (including bulk fluids), tires, lubricants, greases, diesel exhaust fluid, washer fluid, tools, safety supplies, bottled gas, snow removal equipment, and any other item that our customer needs to conduct maintenance. Further, MANCON is prepared to support outsourced customer third-party service procurement requirements such as windshield repair/replacement, body work, tire build, tire repair, painting, decaling, engine overhaul, etc.

MANCON provides the following services under our Vendor Managed Inventory program:

- Parts operation staffing & inventory stocking.
- Stocking and purchase of OEM, after-market, or remanufactured parts as directed by our customer.
- Stocking and purchase of lubricants & fluids in package, drum, and bulk tank quantity.
- Purchase of repair services provided by third-party vendors.
- Providing parts to third party repair service vendors for customer repairs.
- Repair parts and supplies purchases supporting all makes and models of customers' fleets.
- On-site hydraulic hose fabrication.
- Vendor/distributor pick-up and delivery service.
- Accurate, substantiated, and auditable material, labor, and services billing.
- Manufacturer and supplier provided technical training.
- Access to part number cross reference and material identification data.
- After normal working hours on-call emergency support.
- Obsolete material management.
- Pre-expended bin material management.

		<ul style="list-style-type: none"> • Consigned inventory management at non-staffed parts storerooms. • Customer-owned inventory management. • Core returns for credit. • Warranty tracking, management, enforcement, and returns. • Waste product collection, disposal, & recycling. • Service level agreement driven performance measures. • Minority or disadvantaged business sourcing.
61	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Vendor Managed Inventory or VMI is an overarching supply chain management concept that, to varying degrees depending on the customer's willingness to collaborate, relieves the customer of supply chain functions such as inventory ownership, physical storeroom stocking, purchasing, stocking level calculation, stock level setting, storeroom/warehouse operation, and demand data sharing. MANCON has experienced that the following terms are used synonymously with VMI to describe similar services for fleet and facility maintenance customers.</p> <ul style="list-style-type: none"> • Contractor Operated Parts Store (COPARS) or (COPS) • Contractor Operated Civil Engineer Supply Stores (COCESS) • Full Turnkey Parts Management • Third-Party Logistics (3PL) • Managed Warehouse Services • Managed Parts Storeroom • Logistics Management Solution • Parts Management Services • Parts Management Outsourcing • On-Site Parts Supply and Management • Integrated Supply Services • Parts Supply and Inventory Management

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	Fleet Related *	Facility Related *	Comments
62	Vendor Managed Inventory solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Vendor Managed Inventory services described within MANCON's proposal relate to providing parts and supplies to support both fleet and facilities maintenance where MANCON is the owner of the stocked inventory in our customers' maintenance facilities.
63	Logistics Management Solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	MANCON has past performance providing Logistics Management Solutions to large customers which can be executed using several business models such as MANCON providing the touch labor to operate a customer's fleet and/or facilities warehouse while the customer retains inventory ownership and purchasing responsibilities. Alternatively, MANCON can own the inventory in a customer-operated warehouse where MANCON provides purchasing and receiving functions for our inventory prior to our customer stowing the MANCON-owned inventory in their warehouse.

Table 15: Industry Specific Questions

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

Line Item	Question	Response *
64	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>As addressed in the response to question 43, our Service Level Agreement (SLA) metrics are negotiated with each customer to reflect their specific operational requirements, so achieving SLAs are the internal metrics that define contract success. Generally, the SLAs reflect a stocked fill rate and a non-stocked rate of material receipt within a defined timeframe. For our largest customer this is:</p> <ul style="list-style-type: none"> • Stocked Item – Issued 95% of the time < 4 hours after receipt of order • Non-stocked Item – Issued 80% of the time < 1 business day after receipt of order • Non-stocked Item – Issued 90% of the time < COB 3 business days after receipt of order <p>For this customer, achieving these fill rate SLAs monthly is our goal and defines our success.</p> <p>As reflected in the sample reports attached to MANCON's proposal, we track various measure which contribute to achieving the desired stocked and non-stocked fill rate such as:</p> <ul style="list-style-type: none"> • Backorders – < 1% of open orders over 14 days old • Parts Receipt – Technician signature for every part provided by MANCON • Stocked Inventory Balances – No zero balance items with no quantity on order • Stock Turn – 4 inventory turns per year • Parts Warranty Credit – All parts warranty claims actioned within 1 week of receiving failed warranty part • Inactive & Obsolete MANCON-owned Inventory – <5% of total stocked inventory extended money value • Core Management – 100% core accountability
65	Describe your strategy regarding the disposition of existing and remaining inventory at the start of and conclusion of a Participating Entity utilizing your services.	<p>At contract start, MANCON offers to purchase a 3-month supply of existing customer inventory based on the last 2 years of customer demand data. MANCON manages the items which don't meet this criterion as customer-owned inventory which is sold first prior to selling MANCON-owned inventory. Further, MANCON commits to monetizing remaining customer-owned inventory by working with the suppliers in our network to buyback this inventory, to provide vendor credit, or to execute a vendor lift by replacing obsolete inventory with useful inventory. Lastly, MANCON offers to sell customer-owned inventory on a revenue sharing basis net of selling expenses via our eBay operation in our headquarters warehouse.</p> <p>Similarly, at contract conclusion, MANCON expects that the customer or follow-on contractor purchase anything that MANCON was required to purchase at contract start plus a three-month supply of existing non-obsolete MANCON stock at actual unit cost based on the prior two years' usage. While this may seem like a significant commitment, an inventory purchase requirement is in the best interest of both parties because maintaining a well-stocked inventory through contract termination is necessary for effective fleet maintenance. Additionally, having a well-stocked inventory transfer to the customer or a follow-on contractor greatly reduces the likelihood that key parts will be unavailable during any subsequent transition. Further, the effort for the customer or a follow-on contractor to source and purchase an equivalent inventory from multiple suppliers will be significantly more time-consuming than a single inventory purchase from MANCON while the total price is likely to be nearly equivalent. Finally, purchasing MANCON's existing non-obsolete inventory at contract conclusion reduces transition time and complexity resulting from having to remove all inventory before the customer or a follow-on contractor stocks the shelves with new inventory.</p>
66	Describe how inventory owned by a Participating Entity is managed.	<p>If customers elect to own specialized items or recover parts from crash vehicles, then MANCON can manage this material by assuming custody of the items, recording them in NAV under the customer's part number, clearly labeling the material as customer-owned and/or segregating the items from similar MANCON-owned stock, and issuing the items to the customer on demand at zero cost with zero mark-up.</p>

<p>67</p>	<p>Describe your ability to integrate fleet software into your inventory management program.</p>	<p>MANCON has experience using and integrating data with numerous maintenance management software systems such as AssetWorks M5, AssetWorks Trapeze, AgileAssets, FASTER Win, FASTER Web, Flagship Fleet Maintenance, and Maximo Asset Management. Successful data sharing between systems requires defined coordinated processes between MANCON and our customers, known data structure between the two databases sharing data, an understanding of our customers' requirement for information, and knowledge of NAV's ability to capture the required data.</p> <p>In order to avoid errors associated with manual posting, MANCON automatically posting issues to our customers' maintenance management systems by transferring data such as issued part number, issued quantity, unit of issue, material unit price, material extended cost, and part nomenclature. We accomplish this by capturing the work order number, vehicle number, Vehicle Identification Number (VIN), and any other data element that our customers require in NAV which allows us to pass back the parts issue information which corresponds to those data elements via a daily flat file typically transmitted via File Transfer Protocol (ftp).</p> <p>This daily flat file is downloaded by our customers and it is loaded to their maintenance management system. MANCON commits to working with our customers and the fleet maintenance system software provider to make any adjustments to our data sharing functionality to ensure that customers seamlessly have the part issuance and costing data required to effectively conduct business. We are confident that data transfer will be successful across other modern fleet management system because MANCON's NAV provides the flexibility to share data across platforms due to its database architecture and wide use.</p> <p>The varied maintenance management software that we are required to integrate with has caused MANCON to develop the in-house talent and capability to define and develop unique datasets. Even within the same maintenance management information system software, the integration dataset between two customers will be different. Because we have our own Information Technology development personnel dedicated to MANCON's Supply Chain Management Division, we can quickly response to our customers' data sharing requirements.</p>
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68	Describe your reporting and data analysis capabilities and the frequency with which it is provided.	<p>In addition to frequent communication and formal meetings for the purpose of managing our fleet and facility maintenance contracts, MANCON provides our customers with all required reports and access to data via a customized Web-based Data & Reports portal. The portal provides our customers with instant real-time access to information. Because MANCON operates in a distributed work environment where information must be shared among employees at headquarters, employees in the field, and customers throughout the U.S., MANCON has developed unique employee and customer Data & Reports portals for each of our operations. MANCON works closely with our customers to customize reports based on their daily, monthly, and annual reporting requirements. Recognizing that our customers' reporting requirements may change as the program matures, MANCON will work to adjust the data we collect and the reports we provide as necessary.</p> <p>A copy of sample reports and a description of their functionality is attached in the documents section of MANCON's proposal. Among other data, MANCON has the capability to provide customers with detailed daily, monthly, annual, and ad hoc reports which can provide the following data elements:</p> <ul style="list-style-type: none"> • Dollar value of stock on hand & inventory turns • Issues made within a specified timeframe (daily, weekly, monthly, annually, etc.) • Dollar value of parts issued by work order or vehicle/equipment number • Stock listing by MANCON stock number or OEM/aftermarket part number • Stock fill rate • Zero balance Stock Keeping Units (SKU) • Inactive stock & dollar value • Excess stock on hand & dollar value • SKU inventory stocking level (minimum/maximum) • Stock reorder review • Backordered items & time on backorder • Item cost by purchase order line item • Outstanding orders • SKU average monthly demand • Issue timeframes stratified by issue category • Item sales history • Stock inventory due in • Part availability by work order • Outstanding core credits & credits issued • Warranty parts returned by SKU & dollar value credited • Outstanding warranty items pending refund • Warranty items by vendor or OEM • Line item issued & dollar value by location <p>MANCON's NAV provides a robust database engine which allows data access and analysis using Microsoft Excel. It is possible to develop ad hoc reports, Electronic Document Interchange interfaces, and external data mining applications to fully use the captured data when the information requirements are beyond the normal scope of NAV's inventory management module's standard report selections. For example, it is possible to import data into Microsoft Excel, group and categorize the data, and present the data in a chart or graph.</p> <p>Specific fleet vehicle history reports and repair information reports can be generated using the tools available in NAV to conduct parts usage data analysis. Using various NAV data elements, MANCON will be able to generate reports such as:</p> <ul style="list-style-type: none"> • History reports summarized by vehicle number detailing all parts issued and associated costs within the specified timeframe. • History reports summarized by part number detailing vehicle numbers, dates parts were issued, and cost. • History reports summarized by transactions date detailing vehicle numbers, parts issued, and cost. <p>By capturing various part order, vehicle, and maintenance data elements, MANCON produces any report related to those data fields. NAV reports can be generated in hard copy or they can be produced using ubiquitous tools such as those in the Microsoft Office for transmission via e-mail. Alternately, reports or data elements can be provided in a data file which can be loaded to our customers' maintenance management information system for access and data analysis.</p> <p>Because NAV is an ERP system, it contains all the financial and inventory transactions integrated into a single database which allows MANCON to generate reports on any data element or combination of data elements contained in NAV. Therefore, the customizable reports that can be generated from NAV are extensive. MANCON commits to working with our customers to determine the format, content, frequency, and method of providing all reports associated with our Vendor Managed Inventory service.</p>
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69	Describe any emergency response services and support included in your proposal.	<p>MANCON personnel support emergency and after-hours requirements at our customers' direction. When our customers require after hours support, a designated manager contacts our On-site Manager or Location Supervisor who maintains a staff phone recall list for the purpose of contacting MANCON employees. MANCON personnel respond by reporting to work to provide service with the appropriate number of employees. As a condition of employment, MANCON employees understand that they will need to operate the Vendor Managed Inventory parts room for an indefinite period until the customer has determined that emergency operations may cease. To the greatest extent possible, the On-site Manager or Location Supervisor will adjust working hours in order to minimize overtime requirements in support of emergencies, disaster recovery, storm events, and shifts in workload. Customer-directed and authorized hours paid to a MANCON employee in excess of 40 per week will be billed at the overtime rates by labor category reflected in contract pricing.</p> <p>For exceptional circumstances after hours when customers do not need to recall MANCON personnel, a supervisory level customer "trusted agent" will be granted access to the maintenance facility parts storeroom to access parts for an extremely urgent repair. MANCON works with our customers to develop a process for trusted agent unaccompanied access and documentation of parts removed from the parts storeroom in the absence of MANCON staff.</p>
70	Describe any training, consultative, and administrative or technical support services that you offer related to your Vendor Managed Inventory or Logistics Management services.	<p>As mentioned in the response to question 36, MANCON has Vendor Managed Inventory training content which is tailored to both MANCON's and our customers' staffs. These "MANCON U" online tutorials are available on demand via the Data & Reports portal.</p> <p>Via a subcontractor to MANCON, we are capable of developing a process improvement program which uses Lean Six Sigma principles to identify the barriers to operational excellence and employee engagement. Our subcontractor will assess current processes, develop more efficient processes, and implement lasting change to migrate to a better way of doing business which results in improved maintenance outcomes at lower cost. This effort includes making improvements to the interaction between technicians conducting maintenance and the actions of our Vendor Managed Inventory parts storeroom staff.</p> <p>In terms of technical support, MANCON is responsible for conducting the parts technical research necessary to identify the correct parts for each maintenance application. This material identification function is performed by MANCON's Parts Specialists at the customer service counter using technical publications and our network of suppliers and Original Equipment Manufacturers.</p>

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

Line Item 71. NOTICE: To identify any exception, or to request any modification, to the Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - MANCON Reviewed Financials - CYE 2019.pdf - Tuesday October 20, 2020 15:05:10
- [Marketing Plan/Samples](#) - MANCON Trifold VMI Brochure 2020.pdf - Thursday October 22, 2020 15:24:55
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Pricing](#) - MANCON Firm Fixed Price Template.xlsx - Monday November 02, 2020 10:02:10
- [Additional Document](#) - MANCON Zipped File.zip - Monday November 02, 2020 10:09:35

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Richard Clarke, President of Management Consulting, Inc. Managing Member of MANCON, LLC, MANCON, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

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

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_VMI_Logistics_MGMT_RFP_110520 Tue October 27 2020 03:58 PM	<input checked="" type="checkbox"/>	1
Addendum 5_VMI_Logistics_MGMT_RFP_110520 Wed October 21 2020 02:03 PM	<input checked="" type="checkbox"/>	1
Addendum 4_VMI_Logistics_MGMT_RFP_110520 Mon October 19 2020 01:11 PM	<input checked="" type="checkbox"/>	2
Addendum 3_VMI_Logistics_MGMT_RFP_110520 Thu October 8 2020 01:01 PM	<input checked="" type="checkbox"/>	1
Addendum 2_VMI_Logistics_MGMT_RFP_110520 Mon September 28 2020 03:21 PM	<input checked="" type="checkbox"/>	2
Addendum 1_VMI_Logistics_MGMT_RFP_110520 Thu September 24 2020 10:16 AM	<input checked="" type="checkbox"/>	3



Solicitation Number: RFP #110520

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and MANCON, LLC, 1961 Diamond Springs Road, Virginia Beach, VA 23455 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 29, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to 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

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract 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 Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

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

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

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

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

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

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

24. CANCELLATION

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

Sourcewell

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 12/21/2020 | 12:18 PM CST

MANCON, LLC

DocuSigned by:
Richard A. Clarke
By: 19AB8B0B99AD43F...
Richard A. Clarke
Title: President Management Consulting Inc.
Date: 12/22/2020 | 10:08 AM EST

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 12/22/2020 | 9:10 AM CST

RFP 110520 - Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions

Vendor Details

Company Name: MANCON, LLC
Address: 1961 Diamond Springs Road
Virginia Beach, VA 23455
Contact: Andrew Wickard
Email: awickard@manconinc.com
Phone: 757-793-0694
Fax: 757-457-9339
HST#: 81-3509379

Submission Details

Created On: Thursday September 17, 2020 11:06:45
Submitted On: Wednesday November 04, 2020 10:01:35
Submitted By: Andrew Wickard
Email: awickard@manconinc.com
Transaction #: 2ff0fd73-88d3-4ba9-85b3-d2aaf52a9cc4
Submitter's IP Address: 216.54.83.8

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	MANCON, LLC
2	Proposer Address:	1961 Diamond Springs Road Virginia Beach, VA 23455
3	Proposer website address:	www.manconinc.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Richard A. Clarke President, Management Consulting, Inc. Managing Member of MANCON, LLC 1961 Diamond Springs Road Virginia Beach, VA 23455 rclarke@manconinc.com 757-460-6308
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Richard A. Clarke President, Management Consulting, Inc. Managing Member of MANCON, LLC 1961 Diamond Springs Road Virginia Beach, VA 23455 rclarke@manconinc.com 757-460-6308
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Andrew Wickard Business Development Manager 1961 Diamond Springs Road Virginia Beach, VA 23455 awickard@manconinc.com 757-793-0694

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>MANCON, LLC, a subsidiary of privately held Management Consulting, Inc. was founded in 1983 by a career U.S. Navy logistician who for 24 years provided parts to Navy ships, nuclear submarines, airplanes, and vehicles, so it was a natural transition as a civilian to start a business focused on providing repair parts to organizations performing heavy maintenance. What began as a company primarily focused on providing logistics support services and products to the U.S. Navy at the largest naval base in the world in Norfolk, VA, today operates three divisions concentrating on serving complimentary market segments. MANCON's Federal Services Division operates nationally and in selected overseas locations providing logistics and administrative support staffing services to all agencies of the federal government while primarily focused on the Department of Defense. MANCON's Business and Industrial Supplies Division provides a wide range of products including cleaning supplies, personal protective equipment, office supplies, and packing supplies to commercial and government customers in southeastern Virginia and northern North Carolina. Lastly, with the award of our Virginia Department of Transportation contract in 2002, the Supply Chain Management Division entered the fleet and facility parts Vendor Managed Inventory market segment which supports large vehicle and equipment fleet or facility maintenance operations with an on-site full turnkey inventory management and parts procurement solution.</p> <p>MANCON's mission statement reflects our business philosophy that the customer is central to everything we do, specifically:</p> <p>"MANCON's mission is to meet the needs of each of our customers by providing the right people, products and services at a fair price, every time."</p> <p>Our mission statement is a commitment that we treat every customer fairly by providing them with what they need, at the time they need it, at a reasonable cost. MANCON takes a long-term perspective on company growth by earning our customers' business every day which is reflected in our longevity and slow but steady consistent organic growth since 1983. Without the pressures of the public market, as a closely held company, MANCON can go to extraordinary measures to serve our customers which is reflected in our company values of:</p> <p>Integrity – We are true to our word. Customer-Centric Solutions – The customers' best interest is our gauge. Dedication – Our people are dedicated to our customers' success.</p>
8	What are your company's expectations in the event of an award?	<p>MANCON expects to achieve 5% year-over-year sales growth resulting from a Sourcewell award. Because Sourcewell seems to be the most recognized purchasing cooperative, we expect to significantly raise our brand awareness among government customers.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>MANCON's Dun & Bradstreet DUNS number is 08-040-3890. Attached are MANCON's most recent annual financial reports. Also attached is an untapped \$10 million working capital line of credit from MANCON's bank, TowneBank, which is headquartered in Portsmouth, VA. Due to consistent revenue growth, expense control, and market segment diversification over the past decade, MANCON's financial condition is exceptional.</p> <p>Despite the 2020 economic downturn due to the pandemic, MANCON has continued to be profitable while retaining our entire workforce of nearly 600 employees and materially increasing revenue in our Business and Industrial Supplies Division due to increased demand for cleaning supplies and personal protective equipment.</p>
10	What is your US market share for the solutions that you are proposing?	<p>Nationally, there are only two companies that provide Vendor Managed Inventory services supporting fleet maintenance, MANCON and NAPA. While competing for work via the Request for Proposal process, we have encountered regional firms providing the service such as Tidewater Fleet and The Parts House, but their market is limited to their regional distribution system coverage.</p> <p>MANCON operates 76 staffed parts storerooms and 44 non-staffed consigned inventory locations for fleet and facility maintenance customers with total annual revenue exceeding \$120 million. While we don't have insight into the revenue generated by our competition from Vendor Managed Inventory, MANCON estimates that we have 15% to 20% of the U.S. market share.</p>
11	What is your Canadian market share for the solutions that you are proposing?	<p>We presently have no operations in Canada, so 0% market share.</p>
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No, MANCON has never petitioned for bankruptcy.</p>

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>MANCON does not have a dealer network, but rather it is our workforce who manages, purchases, and provides to our fleet customers, millions of parts of various brands for which we aren't required to obtain documentation to resell.</p> <p>MANCON is a service provider whose employees are the workforce performing the sales and Vendor Managed Inventory service at our customers' vehicle and equipment fleet maintenance facilities. At each of our customer locations, MANCON employees are staffing the parts storeroom operations managing and issuing MANCON-owned inventory while purchasing non-stocked parts on demand. Our Virginia Beach, VA headquarters staff provides supporting functions for our service workforce such as monthly customer invoicing, vendor payment, human resource support, safety program management, Vendor Managed Inventory program oversight, performance measurement & reporting, Information Technology support, training, and technical assistance.</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>There is no specific license or certification required to perform Vendor Managed Inventory services. However, each fleet and facility maintenance customer determines what level and type of certification that they require of our on-site workforce. Typically forklift certification is required to either operate MANCON-owned forklifts or to operate our customers' forklifts. Customers also dictate what license is required, be it a commercial forklift certification course, their own certification, or MANCON's forklift certification program. Except at those few customer maintenance facilities where our customers operate forklifts on our behalf for loading and unloading delivery vehicles, every on-site MANCON staff has at least one certified forklift driver. 267 MANCON employees are forklift certified.</p> <p>Automotive Service Excellence (ASE) certification is also sometimes required by our customers. Most often they will want our staff to have an ASE P1 (Medium/Heavy Truck Parts Specialist) or an ASE P2 (Automobile Parts Specialist) certification. ASE certified Parts Specialist command higher wages because the industry recognizes the value in having an employee with an ASE certification behind the counter in a parts storeroom. MANCON employees have earned 86 ASE certifications.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>MANCON has never been suspended or debarred since our inception in 1983.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>The U.S. AbilityOne Commission recognized MANCON as an "OUTSTANDING" AbilityOne Program distributor due to our continual efforts to support the AbilityOne Program. The AbilityOne Program generates jobs for individuals who are blind or have other significant disabilities through Federal Government purchases of certain products and services provided by nonprofit agencies employing such individuals. MANCON has been affiliated with the AbilityOne Program since 1998.</p>	*
17	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>98% of our past three years sales are in the governmental sector including federal, state, and municipal government entities.</p>	*
18	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>Under 1% of our past three years sales are in the education sector.</p>	*
19	<p>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>In February 2020 MANCON was awarded an HGAC Buy cooperative contract for providing Vendor Management Inventory services to fleet maintenance customers. To date we have no sales resulting from our HGAC Buy cooperative contract, although we engaged several current and prospective customers. Unfortunately, with municipal budgets under stress and future funding uncertain due to the global pandemic, fleet maintenance leadership is maintaining the status quo rather than pursuing innovative service solutions or outsourcing non-core functions.</p>	*
20	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>Throughout our history MANCON has held 13 GSA or Indefinite Delivery Indefinite Quantity (IDIQ) multiple award contracts resulting in sales exceeding \$1 billion. Currently, we hold the following schedules with the three-year sales volume provided:</p> <p>GSA 00CORP Professional Services Schedule - \$21,194,159.23 Naval Sea Systems Command SeaPort-NxG - \$721,432.21</p>	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Virginia Department of Transportation	Mr. Bryan Maul	804-524-6160	*
City of Tampa	Mr. Gary Stewart	813-348-1005	*
City of Charlotte	Mr. Chris Trull	704-336-2742	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation (VDOT)	Government	Virginia - VA	Serving VDOT since 2002, MANCON employs 164 people at 41 Vendor Managed Inventory stockrooms co-located with VDOT fleet and equipment maintenance facilities throughout the Commonwealth of Virginia. MANCON's Vendor Managed Inventory operation supports the repair and maintenance of 38,247 VDOT vehicles, heavy road machinery, snow removal equipment, tractors, ferries, and landscaping equipment in addition to providing all material supporting maintenance operations including traffic engineering, bridge maintenance, and right-of-way maintenance. MANCON operates 3 central warehouses and a large fleet of vehicles which provide delivery service to outlying VDOT repair locations in order to satisfy customer service fill rates and delivery metrics. MANCON provides a full range of products to VDOT including but not limited to: parts for truck, automotive, and snow removal equipment; parts for tractors and small engines; parts for marine ferries and small boats; repair services; facilities maintenance parts and shop supplies; power and hand tools; fasteners and hardware; lubricants and fluids; safety supplies, clothing, and personal protective equipment; paint and paint supplies; roadway signage and material; bridge maintenance supplies; traffic engineering components.	14,119 stocked items managed, \$8.7 million stocked MANCON-owned inventory value, and 129,062 VDOT orders processed annually.	\$178,973,207 CYs 2017-19	*

Maine Department of Transportation (MaineDOT)	Government	Maine - ME	MANCON staffs 6 MaineDOT fleet maintenance facilities' Vendor Managed Inventory stockrooms throughout the state of Maine with 28 employees. MANCON's staff operates a fleet of delivery vehicles which provide parts support to 28 MaineDOT satellite maintenance facilities (camps) throughout Maine. MANCON stocks and purchases parts on demand to support the mechanical repair and maintenance services for a diversified fleet of MaineDOT vehicles and equipment consisting of over 2,800 units comprised of heavy and medium duty trucks, construction and landscaping equipment, and various attachments including snow plows, brooms, patch heaters, and trailers.	15,850 stocked items managed, \$3,985,465 stocked MANCON-owned inventory value, & 32,408 orders processed annually for 162,405 items.	\$13,486,607 CY 2018 (partial year) & CY 2019 (full year)
City of Charlotte & Charlotte Douglas Airport	Government	North Carolina - NC	MANCON employs 16 people staffing 7 Vendor Managed Inventory stockrooms in City and Charlotte Airport fleet maintenance facilities. MANCON provides all of Charlotte's parts and supplies necessary to support maintenance of their diverse fleet consisting of non-revenue passenger buses, refuse trucks, police patrol vehicles, cutaway vans, fire apparatus, rescue vehicles, medium duty work trucks, snowplows, and off-road equipment.	11,760 stocked items managed, \$2,882,451 stocked MANCON-owned inventory value, & 39,196 orders processed annually for 96,351 items.	\$12,208,857 CYs 2017-19 (Airport) & CY 2018 (City partial year) & CY 2019 (City full year)
Naval Surface Warfare Center, Crane Indiana (NSWC Crane)	Government	Indiana - IN	Staffing the U.S. Navy's 50,000 square foot warehouse and 2 parts storerooms with 9 employees, MANCON Vendor Managed Inventory operation provides all facilities and vehicle maintenance part and supplies for the U.S. Navy Base in Crane, Indiana. MANCON provides all material and parts support to maintain 3,000 buildings, 1,800 ammunition magazines, 500 miles of road, 90 miles of rail right-of-way, and 70 miles of fence line on one of the Navy's largest bases covering 97 square miles and employing over 5,000 Department of Defense civilians and uniformed military. MANCON owns and warehouses material to support all infrastructure repairs such as electrical, lighting, plumbing, heating ventilation and air conditioning (HVAC), heavy rail components, maintenance repair and overhaul (MRO), construction, lumber, and aggregate.	7,051 stocked items managed, \$2.5 million stocked MANCON-owned inventory value, & 14,293 orders annually.	\$20,179,343 CYs 2017-19

Rochester Genesee Regional Transportation Authority (RGRTA)	Government	New York - NY	MANCON employs 9 people staffing RGRTA's central maintenance facility stockroom on a nearly 24-hour 7 days per week basis. MANCON provides part and supplies for RGRTA's 231 revenue generating buses, non-revenue light, medium, and heavy-duty vehicles, and various types of equipment. In support of RGRTA, MANCON provides parts for several major transit bus manufacturers in addition to supporting repair for the RGRTA non-revenue fleet consisting of automobiles, trailers, tow trucks, dump trucks, loaders, skid-steers, forklifts, gators, floor scrubbers, and floor sweepers.	7,051 stocked items managed, \$2.5 stocked MANCON-owned inventory value, & 14,293 orders processed annually.	\$13,084,151 CYs 2017-19
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Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	At our headquarters, MANCON has a full-time business development staff consisting of one director and 2 proposal managers responding to solicitations. Our commercial and government sales teams are organized under a vice president. Supporting MANCON's commercial customers we have one director, one manager, and 4 sales representatives providing inside and outside sales assistance. Supporting our government customers MANCON has 3 managers, 7 inside sales associates, and 1 outside sales associate focused on sales.
24	Dealer network or other distribution methods.	MANCON does not have a dealer network, but we do have an extensive national network of suppliers from whom we purchase automotive and truck parts, supplies, lubricants, and tires supporting all makes and models of vehicles and equipment operated by our customers. We receive manufacturer direct pricing from several suppliers and manufacturers such as Wix Filters, Grote Industries, Spartan Chemical, Gates Belts, Exide Technologies, East Penn Manufacturing, 3M, and Wilson to name a few. MANCON often receives very good sales leads from our suppliers because they don't have the ability or desire to perform Vendor Managed Inventory services and instead prefer to refer MANCON to these customers.
25	Service force.	<p>MANCON has a three-tiered service force. First are our two Vendor Managed Inventory transition and training teams based out of our headquarters who are mobile throughout the U.S. to implement new operations. Additionally, these teams, led by an Operations Manager, provide periodic follow-up training for our on-site storeroom staffs and they conduct physical inventory counts of MANCON-owned stock at the parts storerooms we operate for our customers.</p> <p>Once an operation is implemented, daily execution is the responsibility of one of our four headquarters Customer Support Teams, each of which is led by a Customer Support Manager, all of whom report to an Operations Manager. These teams are assigned specific customers and they primarily provide back office support, invoice generation, inventory management support, problem transaction troubleshooting, and technical support for our service personnel at customer locations.</p> <p>Lastly, service in the field is delivered by 262 MANCON employees directly supporting our Vendor Managed Inventory customers. Nineteen managers throughout the U.S. provide the daily oversight, direction, and leadership for MANCON's on-site workforce serving our customers. These managers are directly aligned with specific customers and they are in constant communication with our customers' leadership teams who execute the fleet and facilities maintenance effort.</p>

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Central to MANCON's service are our employees who staff the customer service counters at our Vendor Managed Inventory operations. This is where our staff engages our customers' technicians who perform the fleet and facilities maintenance. Even when our customers use an electronic ordering process, communicating with technicians is important due to the technical complexity of the parts that we procure. Occasionally, our suppliers require additional identifying information from the vehicle or equipment before MANCON can source the correct part. Resolving this involves MANCON staff communicating with the technician who is conducting the repair. It also sometimes requires that our staff join the technician in the maintenance bay to find a part number on the installed broken component, or taking pictures of the part to be replaced for the supplier, or conducting research using technical publications. Generally, wait time at the customer service counter is negligible, but if we do have technicians waiting for counter service from our Parts Specialists then other MANCON parts storeroom staff are trained to help.</p> <p>Supporting the effort at the customer service counter are our headquarters Customer Support Teams who are aligned to assist specific Vendor Managed Inventory operations. While the Teams are primarily responsible for performing back office support functions for the staff in the field, the Team managers frequently engage with our customers' maintenance leadership teams to address continuous improvement initiatives, to jointly plan for special or seasonal maintenance, and to discuss future operational changes. Much of the communication to our headquarters Customer Support Teams is conducted via e-mail and it is expected that our customers receive same day responses from our staff.</p> <p>Contractual Service Level Agreements (SLA), which are subsequently addressed in Table 9, specify quantifiable performance measures by contract. Consistently attaining these SLAs reflects providing responsive customer service by both our on-site and headquarters staffs. Additionally, the results of effective customer service are manifested in decreased vehicle and equipment repair turn-around time, increased vehicle and equipment availability, and increased technician productivity.</p> <p>MANCON incentivizes our staff to achieve SLA metrics and to provide excellent customer service by granting annual performance bonuses.</p>
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	MANCON is willing to provide our Vendor Managed Inventory service to any Sourcewell participating entity in the United States.
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	While MANCON does not have a current Canadian Vendor Managed Inventory customer, we have pursued a large public Canadian fleet solicitation, but decided against submitting a proposal due to the price structure. So, for a large opportunity (>\$10 million in annual sales) MANCON would create the infrastructure necessary to serve a Sourcewell participating entity in Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MANCON's service limitation is not dictated by geography, but rather by the size of the participating entity. For the economics of outsourcing parts storeroom Vendor Managed Inventory to a contractor such as MANCON to make sense, generally, the customer should have \$750,000 to \$1 million in annual automotive and truck parts, supplies, lubricants, and tires spend. This size of operation will support a 2-person parts storeroom staff which allows for staff to take personal time off or absence for sickness. For parts storeroom operations smaller than that size standard, the cost for the service is too much of a burden on the repair cost to justify a dedicated storeroom staff. So, while MANCON will operate anywhere in the U.S. and Canada, customer size dictates the viability of the opportunity.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MANCON has no limitation on serving any of Sourcewell's participating entity sectors.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Except for the customer size consideration explained in the response to question 29, MANCON has no restrictions on serving participating entities in Hawaii and Alaska and in U.S. Territories. Pricing and Service Level Agreements could vary based on the location due to governmental taxes and fees such as the Hawaii General Excise Tax and parts delivery timeframes and expenses especially to US Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
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<p>32</p>	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>MANCON's marketing strategy is to raise awareness of our Vendor Managed Inventory program with government fleet and facilities managers at the state, city, county, and municipal levels of government because these managers are the consumers of our service. MANCON's second target market are government purchasing officials because they seek solutions to budgetary constraints and their operations are directly affected by fleet and facilities maintenance operations due to the need for expansive contract coverage and high purchasing volume for parts, supplies, and repair services. The third focus is on public works officials who often have purview over fleet and facility maintenance operations and even if they don't, their equipment and facility condition are affected by the effectiveness of the parts management operation. Finally, utility fleets are a target market for MANCON because, like our department of transportation customers, they too operate large fleets which are maintained by multiple maintenance facilities over a large geographic area.</p> <p>MANCON primarily focuses our marketing efforts on attendance at trade shows and their sponsoring associations because that is where the aforementioned officials convene and receive their information. The following is a list of trade shows, and their affiliated associations, that MANCON attends regularly which is annually for most.</p> <ul style="list-style-type: none"> • Government Fleet Expo & Conference (GFX) • NAFA Fleet Management Association (NAFA) Institute & Expo (I&E) • Florida Association of Governmental Fleet Administrators (FLAGFA) Conference & Expo • California Association of Public Procurement Officials (CAPPO) Conference Supplier Exposition • Virginia Association of Governmental Purchasing (VAGP) Conference & Expo • Association of State Highway Transportation Officials (AASHTO) Equipment Fleet Management National Conference • Northeast/Midwest Equipment Management Conference • Southeastern States Equipment Managers Conference • Western States Highway Equipment Managers Association Conference • Georgia Procurement Conference • National Institute of Governmental Purchasing (NIGP) Annual Forum and Products Exposition • FleetPros FleetCon Annual Convention • American Public Works Association (APWA) Public Works Expo • The Association for the Work Truck Industry NTEA Work Truck Show • American Public Transportation Association (APTA) Expo • Southeast Governmental Fleet Managers Association (SGFMA) Annual Meeting and Equipment Show • Utility Expo • The Government Finance Officers Association (GFOA) Annual Conference <p>MANCON's trifold marketing brochure is attached in the documents section of our proposal on the Sourcewell purchasing portal.</p>
<p>33</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>MANCON has a website and a social media presence on Facebook and LinkedIn. We are attracting traffic to our website by employing Search Engine Optimization which uses keywords and products titles that are more likely to be searched for first. MANCON also uses structured data to provide accurate information about each page which makes it easier for spiders (search algorithms) to scan the content, categorize it, and rank it accordingly. We monitor our Web page speed loading (initial landing page load and concurrent clicks) and mobile-friendly integration knowing that Google tracks that data for page ranking which gives preference to faster websites. Lastly, MANCON uses Google Analytics service which allows in-depth analysis of visitors to MANCON's website.</p> <p>From a social media perspective, we generate posts and run advertisements to attract customers by raising awareness of MANCON's products. Particularly during the virus pandemic, during which MANCON has had cleaning supplies and personal protective equipment in stock when it was scarce, MANCON social media connections were sharing MANCON posts with other people in their network. This network effect resulted in driving significant customer demand with some traveling from Maryland, over 4 hours one way, to purchase product.</p>
<p>34</p>	<p>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>	<p>We expect Sourcewell to be a supportive partner in promoting our Vendor Managed Inventory service by giving MANCON no greater or less importance than other awardees if it is a multiple award contract. Further, at those trade shows where there is a Sourcewell awarded contractor pavilion, we will want to be welcomed in the venue with the other Sourcewell awardees.</p> <p>MANCON intends to lead the sales discussion with potential customers by promoting use of the Sourcewell contract. Our promotional literature will feature MANCON's Sourcewell award and we will welcome a Sourcewell banner designating us as an awardee at our trade show booths. Closing business via a cooperative contract is a much more efficient use of our business development effort relative to responding to a voluminous solicitation and therefore it is our preferred vehicle for acquiring customers.</p>

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>MANCON provides our customers with several electronic methods for transmitting orders. First, we can create a custom on-line catalog which allows customers to keyword search among various categories of items. Once the customer has identified the item that they desire to order, they complete a check out process which transmits the order to MANCON staff. The on-line process also provides for a hierarchical customer approval process prior to MANCON receiving the order. For example, a technician's order may be routed to a supervisor for approval and then, based on other criteria such as extended price or expedited shipping charge authorization, the order may be routed higher in the chain of command for final approval before MANCON processes the request. This flexible on-line catalog ordering process provides transparency, speed, and accountability for our customers' orders.</p> <p>Second, MANCON has created a Web order form which is completed by the requesting technician. It is electronically transmitted to MANCON, and like the catalog ordering process, it too can be routed to supervisors for approval prior to MANCON taking action to process the order. Also, like the catalog process, the Web order form automatically populates a sales order in MANCON's ERP system NAV which provides for order accuracy, speed, and accountability.</p> <p>Finally, MANCON can also accept e-mail orders which are generated in our customers' maintenance management system. These e-mail orders are received by the supporting MANCON parts storeroom staff in an e-mail in box that is accessible to the entire staff. The orders are processed by the staff as they are received. Like the other two electronic ordering methods described here, the e-mail ordering process is an accountable and accurate method for communicating our customers' parts requirements.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>At our customers' request, MANCON will provide process and procedure training for topics such as ordering, receiving, Safety Data Sheet access, Data & Reports portal use, and any other relevant topic associated with the Vendor Managed Inventory service that MANCON provides. MANCON makes this customized training content available to our customers via "MANCON U", a series of online training tutorial videos which guides our customers' employees with a step-by-step real-time demonstration and a narrative voice-over which is available via MANCON's customized Web portal. "MANCON U" is available 24/7 to employees so that they have a visual ready reference for all the processes associated with MANCON's contact with the customer. Because "MANCON U" is a product developed in-house by our headquarters Supply Chain Management Division, the content can be modified on demand as processes change or it can be tailored to suit a specific customer's operational needs.</p> <p>Because MANCON has relationships with most of the major parts Original Equipment Manufacturers (OEM) and aftermarket parts suppliers, we generally have access to their parts installation and maintenance training content. MANCON's suppliers benefit by having our customers use their training programs because the manufacturers know that an informed customer who understands their products' benefits and form, fit, and function advantages results in increased product sales. Therefore, manufacturer provided technician training is often free to MANCON customers, particularly if it is delivered over the Web. Where there is a fee for training, which is typical of instructor led on-site training, MANCON will bill our customers for the training cost.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>MANCON has invested heavily in information technology (IT) to ensure that we have current, robust, secure, and resilient tools to delivery our Vendor Managed Inventory service. Specifically, the IT backbone of our business is Microsoft Dynamics NAV which recently underwent a full system upgrade to a current version of NAV which provides a wide array of features to better manage, extract, analyze, and report transaction data. The following is a list of technological advances that MANCON leverages, many of which are facilitated by NAV.</p> <p>Data & Reports Portal – MANCON's Supply Chain Management headquarters staff develops a customized Data & Reports portal for each customer so that our Customer Support Teams, on-site parts storeroom staffs, and our customers all have access to real time transaction and performance data. Nearly every report and dataset available via the Data & Reports portal is self-generated with selectable parameters such as date ranges, location, and transaction type. NAV provides the flexibility to write any data element that we capture to a SQL database which can then be queried and presented in a report or dataset via the Data & Reports portal.</p> <p>Receiving Tablet – To ensure that we have accountability for the parts that we provide our customers MANCON uses a tablet which displays the list of parts on a sales order and provides a space for the receiving technician to electronically sign for receipt acknowledgement. These electronic proof of delivery confirmations are available to our customers via the Data & Reports portal which provides transparency, accountability, fraud</p>

		<p>mitigation, and an audit trail. This feature is important because our customers can use this data to substantiate the monthly parts invoice which provides all the sales orders for the month and line item detail for each part provided by MANCON.</p> <p>Video Monitor Status Boards – Video monitor status boards can be displayed in prominent locations throughout the maintenance facility so that technicians and supervisors have timely access to the parts related information that is most important to them. Like the Data & Reports portal, these video monitor status boards receive real time data from NAV and they can be programmed to display any NAV data field or other content such as general announcements, weather forecasts, schedule changes, etc. as they scroll through the programmed information. From a parts operation perspective, the most useful information to provide technicians via the video monitor status boards is posting orders that are ready for pick up at the customer service counter and the status of parts on order.</p> <p>Data Sharing Via File Transfer Protocol (FTP) – Because our fleet and facilities customers typically use a maintenance management software such as AssetWorks, Faster, Maximo, Chevin, etc. and MANCON conducts the inventory management, purchasing, and vendor payment transacts in NAV, there is a need to ensure that the parts related transactions are reflected in our customers’ maintenance management systems. Rather than manually enter the parts activity which is prone to errors, MANCON creates a daily parts transaction flat file which is transmitted via FTP at the end of the work day, although the file can be transmitted as frequently as desired by the customer.</p> <p>Parts & Supplies Vending Machines – MANCON can provide parts vending machines for high velocity supplies or items that customers want to control their issuance such as items that may be taken for personal home use. These Web enabled vending machines permit dispensing by technician identification number, record usage against work orders, and alert when replenishment is required. MANCON has successfully employed this technology at customer locations who desire to have after-hours, emergency access, controlled access to pilferable product, or remote location material availability. Customers typically desire to have high use, preventative maintenance, or safety of operation items dispensed from the vending machines which can be configured to support products of different dimensions, size, unit of issue, weight, and price point.</p> <p>Bar Coding - MANCON can use barcode scanning technology in the parts rooms for the purpose of receiving, issuing, conducting physical inventory, and cycle counting. Bar code scanning increases transactional accuracy and promotes process accountability. To successfully implement bar code enabled processes, MANCON catalogs the 2D bar code associated with every item on the shelf or purchased as a pass through with the associated item record in NAV.</p> <p>Radio-Frequency Identification (RFID) Portal Storeroom - Employing RFID technology in a storeroom allows for technicians to have free access to draw parts while recording their use without dedicated storeroom staffing. RFID is an automatic identification method relying on storing and remotely retrieving data using RFID tags or transponders. The technology requires that MANCON personnel affix a reusable RFID tag to each item in the storeroom which is read by a receiver and recorded as an issue as the item passes out the storeroom door. MANCON uploads minimum and maximum item stocking levels to the RFID system database so the system automatically triggers stock replenishment orders. To ensure inventory integrity, MANCON periodically performs a wall-to-wall physical inventory by counting every stocked item. RFID technology can also be applied to tool issue cribs and handheld equipment storerooms to assist with accountable issue and tracking of these highly pilferable items such as diagnostic equipment, special tools, string trimmers, chain saws, generators, etc.</p> <p>Electronic Ordering – MANCON’s electronic ordering capability is described at length in our response to question 35. MANCON offers customers several electronic ordering options so that we can accommodate our customers’ operational needs.</p>
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At all our Vendor Managed Inventory sites, MANCON not only provides products, but we also operate a reverse logistics supply chain by returning used components such as batteries, water pumps, alternators, generators, injectors, and other repairable components to our suppliers for core credit. Using NAV data and reports that we’ve developed, MANCON is able to systematically track components that need to be returned to our suppliers for core credit so that we ensure accountability for their return and receive supplier core credit which is provided to our customers. These parts are ultimately reconditioned, remanufactured, and sold again as new components. Additionally, with our customers’ permission, MANCON purchases and stocks remanufactured parts which save our customers money and help to eliminate waste. Lastly, MANCON also manages the proper return of used fluids such as motor oil and antifreeze to recyclers. Depending on market conditions, MANCON is paid for these used fluids and the proceeds are returned to our customers via the monthly invoicing process. So, this environmentally friendly practice both reclaims waste fluids for recycling and reprocessing into new products while also generating revenue for our customers.</p>

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	MANCON's Business and Industrial Supplies Division and Supply Chain Management Division sell full lines of green cleaning products, remanufactured components, and office and janitorial products with high recycled material content. MANCON provides these green products such as bio-based degreaser, bio-based hand cleaner, non-petroleum graffiti remover, no VOC all-purpose cleaner, and 100% recycled toilet tissue and copier paper to our fleet and facilities maintenance customers. These more environmentally friendly products qualify for one or more of the following sustainability standards: Green Seal Certified, U.S. EPA Safer Choice Standards, USDA Certified Biobased Product, and High Efficiency. MANCON is committed to contributing to a safer environment by offering our customers more ecologically sustainable products.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While MANCON does not qualify for any of the certifications addressed in this section because we are a large unrestricted business for most of the business categories that we pursue, MANCON does subcontract to or purchase from numerous suppliers that are small businesses who are certified in various minority or disadvantaged categories. Specifically, in the prior 12 months MANCON's federal work has been subcontracted to the following:</p> <ul style="list-style-type: none"> • Small Business - \$14,086,692 • Small Disadvantaged Business (SDB) - \$163,918 • Woman-Owned Small Business (WOSB) - \$2,501,008 • Veteran-Owned Small Business (VOSB) - \$3,357,306 • HUBZone - \$3,796 • Service-Disabled Veteran-Owned Small Business (SDVOSB) - \$2,378,078 • 8a Certified Small Business - \$162,298 <p>Total Annual Subcontracted Spend - \$22,653,096 or 55.4% of MANCON's federal revenue.</p> <p>Further, in the Supply Chain Management Division, MANCON also serves customers who have small, minority, or disadvantaged utilization goals. For example, our Virginia Department of Transportation (VDOT) contract requires that MANCON purchase at least 20% of the total contract spend from Small, Women-owned, and Minority-owned Business (SWaM) certified suppliers. For the last 12 months supporting VDOT, MANCON sourced material from 2,009 suppliers, 420 of which were SWaM certified from whom we purchased \$13,128,002 or 21.5% of MANCON's total annual VDOT parts spend. MANCON consistently exceeds our 20% SWaM goal by actively cultivating a network of suppliers who qualify for the SWaM certification but don't yet have the product lines to support VDOT. Through our existing supplier network, we work with them to become distributors of products that our VDOT customer uses.</p>

<p>41</p>	<p>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>	<p>Our business model is very different from our competitors which allows us to be more aligned with our customers' interests. Employing a service model similar to our federal staffing contracts, MANCON charges a fixed fee for the on-site labor and non-labor expenses to provide the Vendor Managed Inventory service while invoicing customers for the material we procure on their behalf at MANCON's landed cost. By not assessing a gross profit margin on parts and supplies, MANCON is more aligned with our customers' goals relative to our competition for the following reasons:</p> <ul style="list-style-type: none"> • MANCON's business model allows customers to choose which suppliers, price point, and brands that they prefer for various categories of material and vehicle repair applications. • Our customers' chief concern is speed, that is – receiving the right part as quickly as possible after placing an order. MANCON achieves this by maintaining a fully stocked on-site storeroom at the customers' fleet maintenance facility and be establishing a robust, primarily local, supplier network. Because MANCON does not have an organic parts distribution infrastructure that needs to be leveraged for business success, we're focused on procuring parts quickly from local suppliers rather than having customers wait for product from a distant MANCON distribution center. • MANCON employees are focused on satisfying our customers' parts requirements rather than selling parts that deliver the highest profit margin. • MANCON's fixed fee service model allows our customers to accurately budget for vehicle maintenance operational costs. • MANCON's brand neutral approach allows our employees to focus on providing the exact parts from the original equipment or aftermarket manufacturer preferred by our customers. • MANCON's measures of success are the City's cost savings, high material issued on demand rates, vehicle maintenance productivity improvements, and increased vehicle availability rates rather than product sales and gross margin percentage. • MANCON's parts and fee pricing is transparent, easily auditable, and substantiated by source documents maintained on file locally. <p>As a privately held company, MANCON views our customers as the most important stakeholder in our business. Our customers' maintenance and operational outcomes define our success and therefore our workforce is attuned to satisfying your requirements. Procuring parts on their behalf, it is our customers who drive the purchasing decisions related to price, parts manufacturer, brand, country of origin, after market, or original equipment manufacturer. MANCON has no financial stake in our customers parts preferences.</p> <p>Despite MANCON's brand neutral approach, we continuously work with our suppliers to reduce cost based on procurement volume and, with our customers' permission, substitution to more economical or more durable items. MANCON reduces material cost by aggregating demand across all our operations, so as we scale the business, our customers reap the benefits of lower parts pricing.</p>
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Table 9: Warranty (Performance Standards or Guarantees)

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

Line Item	Question	Response *
42	Describe any performance standards or guarantees that apply to your services (customer service response times, processing time frames, stock and non-stock fill rates, etc.).	<p>Where manufacturers provide parts warranties for fleet vehicle applications, MANCON extends these product warranties to our customers. If quality discrepancies occur and parts are determined to be defective, inferior, non-fitting or any other general warranty guarantee consideration, then MANCON will mediate with manufacturers to represent our customers' best interest for replacement or credit.</p> <p>During contract negotiation, MANCON works with our customers to develop mutually acceptable Service Level Agreement (SLA) performance standards which are supportive of their maintenance process and unique operational requirements. These SLAs typically address a fill rate for stocked items and a wait time for non-stocked item procurement. These measures focus MANCON on maintaining a well-stocked storeroom and a robust purchasing capability which responds by obtaining parts quickly from our supplier network. The following response addresses representative SLA metrics which are date and location selectable on MANCON's Data & Reports portal.</p>
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	<p>As mentioned in the response to question 42, MANCON and the customer jointly develop metrics or key performance indicators which are used to measure performance at our Vendor Managed Inventory operations. Although each operation is unique, MANCON recommends that the metrics measure stock issue and purchasing performance as reflected in the following SLAs from an existing major MANCON customer:</p> <ul style="list-style-type: none"> • Stocked Item – Issued 95% of the time < 4 hours after receipt of order • Non-stocked Item – Issued 80% of the time < 1 business day after receipt of order • Non-stocked Item – Issued 90% of the time < COB 3 business days after receipt of order <p>MANCON and the customer agree to what constitutes a stocked item which is generally based on the frequency of demand, procurement lead time, and criticality to the maintenance process. As important as achieving the SLAs is understanding why transactions fail the stocked or non-stocked SLA measure so, MANCON provides every SLA miss on the Data & Reports portal so that our on-site staff and headquarters staff can take corrective action to preclude further SLA misses.</p>
44	Describe any service contract options for the items included in your proposal.	<p>The standard Vendor Managed Inventory service that customers typically request is for a staffed parts storeroom with MANCON providing automotive and truck parts, tires, fluids, and repair related supplies. MANCON endeavors to make our staff as useful to our customers as possible and therefore we're willing to provide a broader range of products which solve all of their material requirements so that they don't have to award other contracts or use purchase cards to conduct their maintenance operations. This increased stocking and purchasing scope can include personal protective equipment, safety supplies, roadway material, bridge maintenance supplies, traffic engineering components, office supplies, and cleaning supplies. The purchase of third-party provided repair services such as glass repair and replacement, body work, engine overhaul, decaling, tire mounting and balancing, etc. are also an extension of MANCON's standard Vendor Managed Inventory service.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
45	What are your payment terms (e.g., net 10, net 30)?	Net 30.
46	Describe available payment options (e.g., frequency, method, platform, etc.)	<p>We invoice our customers monthly and typically breakout the fixed service fee for the MANCON labor and non-labor resources to operate the parts storeroom(s) from the parts invoiced amount. The parts invoiced amount is substantiated by a spreadsheet containing line item detail of each part provided during the month and any credits for core returns. Further, our service offering includes procuring third-party services for our fleet customers such as tire mount & balance, tire repair, windshield repair/replacement, body work, engine overhaul, etc. These transactions are included in the monthly line item invoice spreadsheet and MANCON can further break out third-party vendor labor from parts billed by the third-party because our customers generally need to account for material and labor separately.</p> <p>MANCON prefers to be paid via Automated Clearing House (ACH) transfer, although we will except payment by check and purchase card.</p>
47	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	<p>Our fleet customers communicate their vehicle parts and supplies requirements to MANCON's on-site staff using various means including hard copy orders, e-mail orders, and Web order forms. Regardless of the ordering mechanism, MANCON initiates a sales order in our Enterprise Resource Planning (ERP) system Microsoft Dynamics NAV to document the issuance of parts and supplies to our customer. The sales orders for the month are the basis of the monthly invoice to our customers. So, all sales activity that Sourcwell requires to be reported in Section 8 of the Contract template are resident in NAV by customer and specific customer repair facility if necessary.</p>
48	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>Yes, MANCON has the ability to process a purchase card transaction, but the transaction cost to process a purchase card is significant and because its cost is not considered in our service fee pricing, the purchase card transaction fee would need to be added to the invoiced amount.</p>

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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<p>49</p>	<p>Describe your pricing model (e.g., line-item discounts, product-category discounts or cost plus). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items and services 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.</p>	<p>MANCON charges a firm fixed price for our service consisting of the labor and non-labor resources to staff and operate the Vendor Managed Inventory operations in our customers' maintenance facilities, so each customer receives a customized price quote based on the customer's resource requirement driven by their business volume. The firm fixed price includes the cost of MANCON's resources to operate the parts storeroom plus our overhead expenses, Sourcewell administrative fee, and profit. Further, MANCON provides all repair parts, tires, fluids, shop supplies, and third-party services at our landed cost without any additional mark-up to their cost. Landed cost consists of MANCON's invoiced cost from our suppliers plus applicable taxes, fees, tariffs, duties, and shipping charges. During contract negotiation, MANCON provides customers with a firm fixed price for our service for every contract year so that customers understand exactly how much our service will cost and therefore, they can budget accordingly. Both labor and non-labor costs are escalated annually to reflect the expected rate of wage and price inflation. The only circumstances where the firm fixed price will change is if the customer's operational requirements and therefore their resource requirements change such as the customer adding another shift needing parts storeroom staffing, the customer opening another fleet maintenance facility which needs a staffed parts storeroom, etc.</p> <p>The labor cost component of our firm fixed price consists of hourly wages, health insurance benefits including medical, dental, and vision plans for the employee and their family, annual paid leave which increases with longevity, paid time off for holidays observed by our customer, life insurance, and a matched 401(k) retirement plan. In addition to the employee compensation and benefits, MANCON's labor cost includes Social Security, Medicare, taxes, and unemployment insurance. During contract negotiation, MANCON provides our customers with the burdened regular time and overtime hourly wage rates for each job classification included in MANCON's proposed Vendor Managed Inventory operation staffing plan. Overtime hours are not factored into the firm fixed price so, when overtime is directed by our customers, MANCON includes the cost of those overtime hours worked in our monthly invoice as a separate line item.</p> <p>The non-labor cost component of our firm fixed price consists of one-time startup costs and annually recurring costs. The one-time startup costs include the purchase of items such as vehicles, computers, printers, bar code scanners, tablets, video monitor status boards, software licenses, software integration, material handling equipment, forklifts, and transition staff expenses. These one-time startup costs are equally amortized over the contract term, so their impact is not disproportionate in any one contract year. Annually recurring non-labor costs such as software license maintenance, Microsoft Office e-mail access, ASE certification, vehicle maintenance, fuel, insurance, office supplies, inventory carrying cost, uniforms, landline phone service, internet service, and cell phone service. Any non-labor resource provided by our customer, such as allowing MANCON to use customer landline phone service, reduces MANCON's firm fixed price.</p> <p>In summary, during contract negotiation, MANCON provides customers with a customized firm fixed price quote for every contract year which reflects the labor and non-labor resources required to conduct Vendor Managed Inventory operations in the customers' maintenance facilities' parts storerooms. All parts, materials, and third-party services are provided by MANCON at our landed cost without additional mark-up to their invoiced cost from our suppliers. By providing transparent pricing for MANCON's Vendor Managed Inventory service, customers are able to conduct a business case analysis to determine if our service is beneficial by allowing them to save money and improve maintenance efficiency.</p>
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50	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>MANCON's pricing model provides parts at actual landed cost to its customers, thus eliminating MSRP and/or List Prices and the associated complicated and dynamic discount tables. Because MANCON purchases millions of dollars of products from our supplier network, we receive very favorable pricing. MANCON has pricing agreements with our major suppliers to include manufacturer direct pricing where we can meet the minimum order quantities which vary by supplier. While these parts pricing agreements are generally based on a discount structure, as stated in the response to question 49, MANCON sells product to our customers at our landed cost from our supplier network.</p> <p>During contract negotiation, MANCON is agreeable to pricing a customer provided market basket of items so that they can assure themselves that MANCON is offering a highly competitive landed cost for the products that we provide. Further, during contract execution, MANCON uses various tools as pricing benchmarks to assess if a product price is fair and reasonable. Ongoing reviews of prices paid for items helps to identify variations in vendor pricing and enables MANCON to focus purchasing from suppliers who provide the best value. When new items are purchased, MANCON requests price quotes from various vendors and identifies those that provide the best value as measured by freight cost, ease of return, core charges, and bulk purchase pricing. This best value analysis ensures that our customers receive the lowest competitive price with vendors that provide the highest level of service.</p> <p>MANCON also checks purchases against other MANCON contracts to ensure that vendors are providing the lowest possible pricing for all manufacturers regardless of location. Annually, MANCON can perform a pricing review of the items with the highest extended money value (total quantity ordered times price) expenditure. Typically, we find that 80% of the dollar value spent on parts is concentrated in 20% of the items and therefore we endeavor to reduce the unit cost of those items by negotiating better pricing with those suppliers in order to achieve savings for the customer. Alternatively, MANCON seeks more economical sources for those products with our customer's concurrence.</p> <p>MANCON agrees to allow and encourages customer personnel to audit our pricing and purchasing records. In order to accommodate an invoice audit capability of our pricing, MANCON provides our customers' staff with the ability to generate a random list of products purchased. MANCON then provides copies of the associated vendor purchase documents for price verification. In the event of a discrepancy, MANCON immediately credits the customer for the difference and performs a more thorough audit to ensure the discrepancy was an isolated incident rather than a systemic problem.</p>
51	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>MANCON's pricing model provides parts at actual landed cost to its customers, thus eliminating MSRP and/or List Prices and the associated discount tables. Thus, MANCON has no quantity or volume discount programs itself.</p> <p>Volume discounts and rebates vary by supplier. Where our customers' parts volume collectively achieves the threshold for quantity discounts, MANCON passes that lower parts price on to customers in the form of lower landed cost. Where actual cash rebates are received from suppliers, MANCON refunds customers via the monthly invoicing process on a proportional basis to their spend on the product line(s) generating the rebate.</p>
52	<p>Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.</p>	<p>All products, whether stocked and non-stocked, and third-party provided repair services purchased by MANCON on behalf of our customers are invoiced at their landed cost without additional mark-up to their cost. When purchasing non-stocked items, MANCON conforms to our customers' procurement regulations such as obtaining multiple quotes for purchases exceeding a certain dollar threshold. Quoting documentation is retained on-site by our Vendor Managed Inventory staff to substantiate the purchase should it be needed for audit purposes.</p>

53	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 cost of every labor and non-labor resource to provide the Vendor Managed Inventory operation is included in MANCON's firm fixed price. MANCON's Vendor Managed Inventory service pricing model is transparent and provides multi-year budget quality costs for our customers. Parts spend is a variable cost since it is determined by the type and frequency of maintenance performed by our customers, but it is the customer, not MANCON, who dictates the maintenance plan.	*
54	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Product shipping cost from our suppliers for stocked and non-stocked parts is included in the landed cost of the parts and supplies that we provide our customers. The cost of MANCON's parts pick-up and delivery service at our customers' maintenance facilities is included in the firm fixed price for our Vendor Managed Inventory service. Because it is a variable and unknown cost, the only shipping charge that we bill our customers for is expedited shipping charges from carriers such as FedEx, UPS, and DHL, which is authorized by the customer in advance of their use. Expedited shipping charges are reflected as a separate line item on MANCON's invoice.	*
55	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping for Alaska, Hawaii, Canada, or any offshore delivery is managed in the same manner as described in the response to question 54. Shipping cost is reflected in the landed cost of the item while customer authorized expedited shipments are billable to the customer.	*
56	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For large customers with multiple fleet maintenance facilities spread over a large geography such as our Virginia, Maine, and New Jersey Departments of Transportation customers, MANCON typically establishes a state-wide hub and spoke delivery network which allows us to purchase large quantities at beneficial prices and distribute product throughout the state. Further, this delivery network allows MANCON to redistribute stock among Vendor Managed Inventory storerooms which more efficiently leverages our inventory to the benefit of our customers through increased material availability.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
57	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Not only will pricing be better, but because MANCON can have a conversation with the participating entity during contract negotiation, the resources and therefore the firm fixed price will exactly reflect the participating entity's operational requirements. Too often during the RFP process, even though a question and answer period is generally permitted, the customer's exact requirement for resources, expected service level, and desired solution are not fully known which impose risk for Proposers. Proposers must therefore hedge against these ill-defined or unknown requirements by building in cost to their proposal. Further, customers often ask for very specific requirements which are sometimes unnecessary and can be provided via a more economical solution which lowers the overall cost to them. Again, having a conversation with Participating Entities to determine their exact needs will lead to better pricing and service relative to the RFP procurement process.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
58	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.	Our customer billing and remittance to Sourcwell is managed and generated by the respective Customer Support Team leader for the contract. This routine month-end process is audited by our Accounting Department which ensures that the billing and remittance is proper. Our Enterprise Resource Planning (ERP) system, Microsoft Dynamics NAV, is useful in this regard because it systematically captures every financial transaction across our company and provides the same data to all users.
59	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.)	MANCON proposes remitting 2% of the firm fixed price for our Vendor Managed Inventory service to Sourcwell for facilitating, managing, and promoting the contract. MANCON would include the Sourcwell administrative fee in the firm fixed price to the customer allowing for a uniform, budgetable amount billed monthly.

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

Line Item	Question	Response *
60	Provide a detailed description of the equipment, products, and services that you	MANCON staffs our customers' maintenance facility parts operations during our customers' hours of operation and as directed for overtime support during inclement

are offering in your proposal.

weather, emergencies, and for increased production requirements. MANCON owns the parts and supplies inventory which are maintained at sufficient stocked range and depth to achieve the customer prescribed Service Level Agreement. In order to satisfy our customers' non-stocked parts requirements, MANCON's on-site staff immediately generates purchase orders and places those items on order with local, regional, or national sources in order to satisfy customers' requested brand, immediacy of need, and/or desired price point (good, better, or best).

MANCON's on-site stocked inventory is tailored to support our customers' vehicle and equipment fleet and will be adjusted based on changes to the fleet configuration, via minimum/maximum stock level setting driven by 12 months of historical customer demand, and through frequent communication with maintenance personnel. MANCON consults with maintenance leadership to determine which items are to be stocked and before any parts are removed from inventory.

MANCON provides Original Equipment Manufacturer (OEM) parts, supplies, and materials as required by our customers. Additionally, MANCON provides competitively priced parts that meet or exceed OEM standards or better and we source parts or supplies for all of our customers' fleet or facility material requirements. When directed by our customers, MANCON furnishes retread, rebuilt, refurbished, recycled, or refined products that meet or exceed OEM, SAE, UL, Mil-Spec, ANSI, or any other industry quality standard required. MANCON manages and ships core returns for credit for items such as water pumps, hydraulic components, alternators, starters, etc. in addition to disposing/recycling batteries, oil, and tires.

Material ordered by MANCON to satisfy non-stocked repair requirements or for shelf stock is delivered F.O.B. Destination to the maintenance facility parts storeroom. All material is packaged, preserved, and marked using commercial standards with delivery over the counter to our customers' technicians. Parts and supplies ordered incorrectly by MANCON are returned to local and non-local suppliers without a restocking fee or shipping fee charged to our customers. Damaged material is returned to suppliers for re-issuance. Where they exist, manufacturer product warranties convey to our customers and MANCON is responsible for tracking installed warranty parts and managing warranty returns. MANCON only serves authorized customer employees presenting a proper work order or parts requisition for the purpose of repairing customer vehicles and equipment. MANCON's on-site inventories at our customers' maintenance facilities are used strictly for the customers' operations and no other commercial purpose.

MANCON staffs the maintenance facilities' parts storerooms based on the customers' required hours of operation, the number of maintenance facilities to staff, the parts order volume by maintenance facility, the overall annual spend on parts and supplies, and the customers' service level requirements.

In order to minimize the time from part requisition to issuance, MANCON maintains a fully stocked storeroom as well as develops a robust local supplier network. Further, MANCON is prepared to provide all of our customers' repair parts, shop supplies, office supplies, facilities maintenance parts, industrial supplies, power/hand tools, Maintenance, Repair, and Operation (MRO) items, roadway supplies, janitorial supplies, highway material, fluids (including bulk fluids), tires, lubricants, greases, diesel exhaust fluid, washer fluid, tools, safety supplies, bottled gas, snow removal equipment, and any other item that our customer needs to conduct maintenance. Further, MANCON is prepared to support outsourced customer third-party service procurement requirements such as windshield repair/replacement, body work, tire build, tire repair, painting, decaling, engine overhaul, etc.

MANCON provides the following services under our Vendor Managed Inventory program:

- Parts operation staffing & inventory stocking.
- Stocking and purchase of OEM, after-market, or remanufactured parts as directed by our customer.
- Stocking and purchase of lubricants & fluids in package, drum, and bulk tank quantity.
- Purchase of repair services provided by third-party vendors.
- Providing parts to third party repair service vendors for customer repairs.
- Repair parts and supplies purchases supporting all makes and models of customers' fleets.
- On-site hydraulic hose fabrication.
- Vendor/distributor pick-up and delivery service.
- Accurate, substantiated, and auditable material, labor, and services billing.
- Manufacturer and supplier provided technical training.
- Access to part number cross reference and material identification data.
- After normal working hours on-call emergency support.
- Obsolete material management.
- Pre-expended bin material management.

		<ul style="list-style-type: none"> • Consigned inventory management at non-staffed parts storerooms. • Customer-owned inventory management. • Core returns for credit. • Warranty tracking, management, enforcement, and returns. • Waste product collection, disposal, & recycling. • Service level agreement driven performance measures. • Minority or disadvantaged business sourcing.
61	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Vendor Managed Inventory or VMI is an overarching supply chain management concept that, to varying degrees depending on the customer's willingness to collaborate, relieves the customer of supply chain functions such as inventory ownership, physical storeroom stocking, purchasing, stocking level calculation, stock level setting, storeroom/warehouse operation, and demand data sharing. MANCON has experienced that the following terms are used synonymously with VMI to describe similar services for fleet and facility maintenance customers.</p> <ul style="list-style-type: none"> • Contractor Operated Parts Store (COPARS) or (COPS) • Contractor Operated Civil Engineer Supply Stores (COCESS) • Full Turnkey Parts Management • Third-Party Logistics (3PL) • Managed Warehouse Services • Managed Parts Storeroom • Logistics Management Solution • Parts Management Services • Parts Management Outsourcing • On-Site Parts Supply and Management • Integrated Supply Services • Parts Supply and Inventory Management

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	Fleet Related *	Facility Related *	Comments
62	Vendor Managed Inventory solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Vendor Managed Inventory services described within MANCON's proposal relate to providing parts and supplies to support both fleet and facilities maintenance where MANCON is the owner of the stocked inventory in our customers' maintenance facilities.
63	Logistics Management Solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	MANCON has past performance providing Logistics Management Solutions to large customers which can be executed using several business models such as MANCON providing the touch labor to operate a customer's fleet and/or facilities warehouse while the customer retains inventory ownership and purchasing responsibilities. Alternatively, MANCON can own the inventory in a customer-operated warehouse where MANCON provides purchasing and receiving functions for our inventory prior to our customer stowing the MANCON-owned inventory in their warehouse.

Table 15: Industry Specific Questions

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

Line Item	Question	Response *
64	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>As addressed in the response to question 43, our Service Level Agreement (SLA) metrics are negotiated with each customer to reflect their specific operational requirements, so achieving SLAs are the internal metrics that define contract success. Generally, the SLAs reflect a stocked fill rate and a non-stocked rate of material receipt within a defined timeframe. For our largest customer this is:</p> <ul style="list-style-type: none"> • Stocked Item – Issued 95% of the time < 4 hours after receipt of order • Non-stocked Item – Issued 80% of the time < 1 business day after receipt of order • Non-stocked Item – Issued 90% of the time < COB 3 business days after receipt of order <p>For this customer, achieving these fill rate SLAs monthly is our goal and defines our success.</p> <p>As reflected in the sample reports attached to MANCON's proposal, we track various measure which contribute to achieving the desired stocked and non-stocked fill rate such as:</p> <ul style="list-style-type: none"> • Backorders – < 1% of open orders over 14 days old • Parts Receipt – Technician signature for every part provided by MANCON • Stocked Inventory Balances – No zero balance items with no quantity on order • Stock Turn – 4 inventory turns per year • Parts Warranty Credit – All parts warranty claims actioned within 1 week of receiving failed warranty part • Inactive & Obsolete MANCON-owned Inventory – <5% of total stocked inventory extended money value • Core Management – 100% core accountability
65	Describe your strategy regarding the disposition of existing and remaining inventory at the start of and conclusion of a Participating Entity utilizing your services.	<p>At contract start, MANCON offers to purchase a 3-month supply of existing customer inventory based on the last 2 years of customer demand data. MANCON manages the items which don't meet this criterion as customer-owned inventory which is sold first prior to selling MANCON-owned inventory. Further, MANCON commits to monetizing remaining customer-owned inventory by working with the suppliers in our network to buyback this inventory, to provide vendor credit, or to execute a vendor lift by replacing obsolete inventory with useful inventory. Lastly, MANCON offers to sell customer-owned inventory on a revenue sharing basis net of selling expenses via our eBay operation in our headquarters warehouse.</p> <p>Similarly, at contract conclusion, MANCON expects that the customer or follow-on contractor purchase anything that MANCON was required to purchase at contract start plus a three-month supply of existing non-obsolete MANCON stock at actual unit cost based on the prior two years' usage. While this may seem like a significant commitment, an inventory purchase requirement is in the best interest of both parties because maintaining a well-stocked inventory through contract termination is necessary for effective fleet maintenance. Additionally, having a well-stocked inventory transfer to the customer or a follow-on contractor greatly reduces the likelihood that key parts will be unavailable during any subsequent transition. Further, the effort for the customer or a follow-on contractor to source and purchase an equivalent inventory from multiple suppliers will be significantly more time-consuming than a single inventory purchase from MANCON while the total price is likely to be nearly equivalent. Finally, purchasing MANCON's existing non-obsolete inventory at contract conclusion reduces transition time and complexity resulting from having to remove all inventory before the customer or a follow-on contractor stocks the shelves with new inventory.</p>
66	Describe how inventory owned by a Participating Entity is managed.	<p>If customers elect to own specialized items or recover parts from crash vehicles, then MANCON can manage this material by assuming custody of the items, recording them in NAV under the customer's part number, clearly labeling the material as customer-owned and/or segregating the items from similar MANCON-owned stock, and issuing the items to the customer on demand at zero cost with zero mark-up.</p>

<p>67</p>	<p>Describe your ability to integrate fleet software into your inventory management program.</p>	<p>MANCON has experience using and integrating data with numerous maintenance management software systems such as AssetWorks M5, AssetWorks Trapeze, AgileAssets, FASTER Win, FASTER Web, Flagship Fleet Maintenance, and Maximo Asset Management. Successful data sharing between systems requires defined coordinated processes between MANCON and our customers, known data structure between the two databases sharing data, an understanding of our customers' requirement for information, and knowledge of NAV's ability to capture the required data.</p> <p>In order to avoid errors associated with manual posting, MANCON automatically posting issues to our customers' maintenance management systems by transferring data such as issued part number, issued quantity, unit of issue, material unit price, material extended cost, and part nomenclature. We accomplish this by capturing the work order number, vehicle number, Vehicle Identification Number (VIN), and any other data element that our customers require in NAV which allows us to pass back the parts issue information which corresponds to those data elements via a daily flat file typically transmitted via File Transfer Protocol (ftp).</p> <p>This daily flat file is downloaded by our customers and it is loaded to their maintenance management system. MANCON commits to working with our customers and the fleet maintenance system software provider to make any adjustments to our data sharing functionality to ensure that customers seamlessly have the part issuance and costing data required to effectively conduct business. We are confident that data transfer will be successful across other modern fleet management system because MANCON's NAV provides the flexibility to share data across platforms due to its database architecture and wide use.</p> <p>The varied maintenance management software that we are required to integrate with has caused MANCON to develop the in-house talent and capability to define and develop unique datasets. Even within the same maintenance management information system software, the integration dataset between two customers will be different. Because we have our own Information Technology development personnel dedicated to MANCON's Supply Chain Management Division, we can quickly response to our customers' data sharing requirements.</p>
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68	Describe your reporting and data analysis capabilities and the frequency with which it is provided.	<p>In addition to frequent communication and formal meetings for the purpose of managing our fleet and facility maintenance contracts, MANCON provides our customers with all required reports and access to data via a customized Web-based Data & Reports portal. The portal provides our customers with instant real-time access to information. Because MANCON operates in a distributed work environment where information must be shared among employees at headquarters, employees in the field, and customers throughout the U.S., MANCON has developed unique employee and customer Data & Reports portals for each of our operations. MANCON works closely with our customers to customize reports based on their daily, monthly, and annual reporting requirements. Recognizing that our customers' reporting requirements may change as the program matures, MANCON will work to adjust the data we collect and the reports we provide as necessary.</p> <p>A copy of sample reports and a description of their functionality is attached in the documents section of MANCON's proposal. Among other data, MANCON has the capability to provide customers with detailed daily, monthly, annual, and ad hoc reports which can provide the following data elements:</p> <ul style="list-style-type: none"> • Dollar value of stock on hand & inventory turns • Issues made within a specified timeframe (daily, weekly, monthly, annually, etc.) • Dollar value of parts issued by work order or vehicle/equipment number • Stock listing by MANCON stock number or OEM/aftermarket part number • Stock fill rate • Zero balance Stock Keeping Units (SKU) • Inactive stock & dollar value • Excess stock on hand & dollar value • SKU inventory stocking level (minimum/maximum) • Stock reorder review • Backordered items & time on backorder • Item cost by purchase order line item • Outstanding orders • SKU average monthly demand • Issue timeframes stratified by issue category • Item sales history • Stock inventory due in • Part availability by work order • Outstanding core credits & credits issued • Warranty parts returned by SKU & dollar value credited • Outstanding warranty items pending refund • Warranty items by vendor or OEM • Line item issued & dollar value by location <p>MANCON's NAV provides a robust database engine which allows data access and analysis using Microsoft Excel. It is possible to develop ad hoc reports, Electronic Document Interchange interfaces, and external data mining applications to fully use the captured data when the information requirements are beyond the normal scope of NAV's inventory management module's standard report selections. For example, it is possible to import data into Microsoft Excel, group and categorize the data, and present the data in a chart or graph.</p> <p>Specific fleet vehicle history reports and repair information reports can be generated using the tools available in NAV to conduct parts usage data analysis. Using various NAV data elements, MANCON will be able to generate reports such as:</p> <ul style="list-style-type: none"> • History reports summarized by vehicle number detailing all parts issued and associated costs within the specified timeframe. • History reports summarized by part number detailing vehicle numbers, dates parts were issued, and cost. • History reports summarized by transactions date detailing vehicle numbers, parts issued, and cost. <p>By capturing various part order, vehicle, and maintenance data elements, MANCON produces any report related to those data fields. NAV reports can be generated in hard copy or they can be produced using ubiquitous tools such as those in the Microsoft Office for transmission via e-mail. Alternately, reports or data elements can be provided in a data file which can be loaded to our customers' maintenance management information system for access and data analysis.</p> <p>Because NAV is an ERP system, it contains all the financial and inventory transactions integrated into a single database which allows MANCON to generate reports on any data element or combination of data elements contained in NAV. Therefore, the customizable reports that can be generated from NAV are extensive. MANCON commits to working with our customers to determine the format, content, frequency, and method of providing all reports associated with our Vendor Managed Inventory service.</p>
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69	Describe any emergency response services and support included in your proposal.	<p>MANCON personnel support emergency and after-hours requirements at our customers' direction. When our customers require after hours support, a designated manager contacts our On-site Manager or Location Supervisor who maintains a staff phone recall list for the purpose of contacting MANCON employees. MANCON personnel respond by reporting to work to provide service with the appropriate number of employees. As a condition of employment, MANCON employees understand that they will need to operate the Vendor Managed Inventory parts room for an indefinite period until the customer has determined that emergency operations may cease. To the greatest extent possible, the On-site Manager or Location Supervisor will adjust working hours in order to minimize overtime requirements in support of emergencies, disaster recovery, storm events, and shifts in workload. Customer-directed and authorized hours paid to a MANCON employee in excess of 40 per week will be billed at the overtime rates by labor category reflected in contract pricing.</p> <p>For exceptional circumstances after hours when customers do not need to recall MANCON personnel, a supervisory level customer "trusted agent" will be granted access to the maintenance facility parts storeroom to access parts for an extremely urgent repair. MANCON works with our customers to develop a process for trusted agent unaccompanied access and documentation of parts removed from the parts storeroom in the absence of MANCON staff.</p>
70	Describe any training, consultative, and administrative or technical support services that you offer related to your Vendor Managed Inventory or Logistics Management services.	<p>As mentioned in the response to question 36, MANCON has Vendor Managed Inventory training content which is tailored to both MANCON's and our customers' staffs. These "MANCON U" online tutorials are available on demand via the Data & Reports portal.</p> <p>Via a subcontractor to MANCON, we are capable of developing a process improvement program which uses Lean Six Sigma principles to identify the barriers to operational excellence and employee engagement. Our subcontractor will assess current processes, develop more efficient processes, and implement lasting change to migrate to a better way of doing business which results in improved maintenance outcomes at lower cost. This effort includes making improvements to the interaction between technicians conducting maintenance and the actions of our Vendor Managed Inventory parts storeroom staff.</p> <p>In terms of technical support, MANCON is responsible for conducting the parts technical research necessary to identify the correct parts for each maintenance application. This material identification function is performed by MANCON's Parts Specialists at the customer service counter using technical publications and our network of suppliers and Original Equipment Manufacturers.</p>

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

Line Item 71. NOTICE: To identify any exception, or to request any modification, to the Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - MANCON Reviewed Financials - CYE 2019.pdf - Tuesday October 20, 2020 15:05:10
- [Marketing Plan/Samples](#) - MANCON Trifold VMI Brochure 2020.pdf - Thursday October 22, 2020 15:24:55
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Pricing](#) - MANCON Firm Fixed Price Template.xlsx - Monday November 02, 2020 10:02:10
- [Additional Document](#) - MANCON Zipped File.zip - Monday November 02, 2020 10:09:35

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Richard Clarke, President of Management Consulting, Inc. Managing Member of MANCON, LLC, MANCON, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

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

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_VMI_Logistics_MGMT_RFP_110520 Tue October 27 2020 03:58 PM	<input checked="" type="checkbox"/>	1
Addendum 5_VMI_Logistics_MGMT_RFP_110520 Wed October 21 2020 02:03 PM	<input checked="" type="checkbox"/>	1
Addendum 4_VMI_Logistics_MGMT_RFP_110520 Mon October 19 2020 01:11 PM	<input checked="" type="checkbox"/>	2
Addendum 3_VMI_Logistics_MGMT_RFP_110520 Thu October 8 2020 01:01 PM	<input checked="" type="checkbox"/>	1
Addendum 2_VMI_Logistics_MGMT_RFP_110520 Mon September 28 2020 03:21 PM	<input checked="" type="checkbox"/>	2
Addendum 1_VMI_Logistics_MGMT_RFP_110520 Thu September 24 2020 10:16 AM	<input checked="" type="checkbox"/>	3