

Bid Checklist

Proposal: RFP #22.3 - Vehicles

Awarded Vendor(s): Nelson Auto Center, Inc.

Award Date: December 7, 2021 **Contract Number:** 22.3 - NAC

- 1 Copy of Legal Affidavits
- 2 Release Notification
- 3 Solicitation Specifications (includes Q&A, addenda)
- 4 Closing Notification
- 5 Notification Report
- 6 Access Report
- 7 Opening Record
- 8 Responses Received
- 9 Evaluation Materials
- 10 Evaluation Committee Report
- 11 Award & Rejection Letter(s)
- 12 Signed Contract(s)
- 13 Board Acceptance

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)



650 3rd Ave. S, Suite 1300 | Minneapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune 10/11/2021	COOPERATIVE PURCHASING CONNECTION	1000337556	404180
StarTribune 10/18/2021	COOPERATIVE PURCHASING CONNECTION	1000337556	404180

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$224.00**

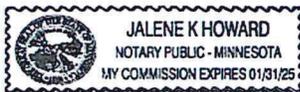
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

Terri Swanson

Subscribed and sworn to before me on: 10/18/2021

Jalene K. Howard



Notary Public

Argus Leader

P.O. Box 677349, Dallas, TX 75267-7349

Account No.: SFA-0000000483

Ad No.: 0004938180

PO #:

Lines : 21

Ad Total: \$19.75

LAKES COUNTRY SERVICE COOPERAT
1001 E MOUNT FAITH AVE
FERGUS FALLS, MN 56537

This is not an invoice

of Affidavits: 1

Account No.: SFA-0000000483

Ad No.: 0004938180

Argus Leader AFFIDAVIT OF PUBLICATION

STATE OF SOUTH DAKOTA COUNTY OF MINNEHAHA

I being duly sworn, says: That The Argus Leader is, and during all the times hereinafter mentioned was, a daily legal newspaper published at Sioux Falls, Minnehaha County, South Dakota; that affiant is and during all of said times, was an employee of the publisher of such newspaper and has personal knowledge of the facts stated in this affidavit; that the notice, order or advertisement, a printed copy of which is hereto attached, was published in said newspaper issue(s) :

Monday, October 11, 2021

Monday, October 18, 2021

Sworn to and subscribed before me this 18 day of October, 2021.

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

My Commission expires



Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota until for RFP #22.3 - Vehicles.

Specifications and forms may be obtained by registering for free with CPC on Public Purchase (www.publicpurchase.com).

Proposals must be uploaded to Public Purchase before 10 a.m. CT on Tuesday, November 9, 2021, and late proposals will not be considered.

4938160 Oct 11, 18, 2021

*** Proof of Publication ***

State of North Dakota)
) SS:
County of Burleigh)

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota until for RFP #22.3 - Vehicles.

Specifications and forms may be obtained by registering for free with CPC on Public Purchase (www.publicpurchase.com). Proposals must be uploaded to Public Purchase before 10 a.m. CT on Tuesday, November 9, 2021, and late proposals will not be considered.
10/11 & 18 - 35597

Before me, a Notary Public for the State of North Dakota personally appeared Jill LINDSAY who being duly sworn, deposes and says that he (she) is the Clerk of Bismarck Tribune Co., and that the publication(s) were made through the

Bismarck Tribune on the following dates:

10/11 & 18/2021

Signed Jill Lindsay

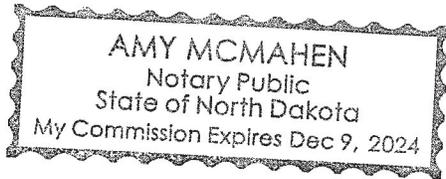
LAKES COUNTRY SERVICE COOP
Lori Mittelstadt
1001 E MOUNT FAITH
FERGUS FALLS MN 56537

ORDER NUMBER 35597

Sworn and subscribed to before me this 18th day of

October 2021

Amy McMahon
Notary Public in and for the State of North Dakota



Section: Legals

Category: 5380 Public Notices

PUBLISHED ON: 10/11/2021, 10/18/2021

TOTAL AD COST: 33.60

FILED ON: 10/18/2021

AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

ss.

COUNTY OF CASS

Molly Jasperse, *The Forum*, being duly sworn, states as follows:

1. I am the designated agent of The Forum, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.

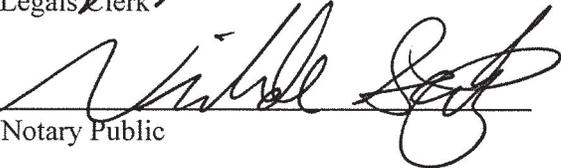
2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice; (2) times: Wednesday, October 13 and Wednesday, October 20, 2021*, as required by law or ordinance.

3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Dated this 20th day of October, 2021.



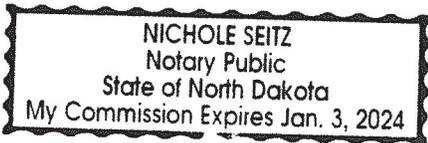
Legals Clerk



Notary Public

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Specifications and forms may be obtained by registering for free with CPC on Public Purchase (www.publicpurchase.com). Proposals must be uploaded to Public Purchase before 10 a.m. CT on Tuesday, November 9, 2021, and late proposals will not be considered.
(Oct. 13 & 20, 2021) 2906638



From: [Public Purchase](#)
To: [Lisa Truax](#)
Cc: [Melissa Mattson](#)
Subject: [External]Release Successful on Bid RFP #22.3 - Vehicles
Date: Monday, October 11, 2021 9:04:37 AM

Lisa M Truax:

Bid "RFP #22.3 - Vehicles"
Status: Release Successful on Oct 11, 2021 8:04:33 AM MDT

You can check the released bid by going to the following address:
<http://www.publicpurchase.com/gems/bid/bidView?bidId=148606>

If you have any questions regarding this bid, please contact our Customer Support Staff at agency-support@publicpurchase.com

Thank you for using Public Purchase.

MK= TgeSeWsmxfBCOI4ZN4NCqQ==

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Proposals Requested by the: **Cooperative Purchasing Connection**

RFP #22.3 - Vehicles

CPC is seeking to collaborate with an experienced Vendor(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of quality, current make/model manufactured vehicles, upfitting products and services, at consortium level discounted pricing. Vehicles, products and services may include, but are not limited to the following categories: cars, sedans, vans, 10-passenger vans; electric vehicles; utility vehicles; light and medium duty trucks; upfitting products and services (plows, lights, mounts, racks, etc.).

Due: 10:00 a.m. CT on Tuesday, November 9, 2021

Vendors will submit questions and proposals online via Public Purchase (www.publicpurchase.com)

RFP Facilitator:
Lisa Truax
Procurement Solutions Coordinator

Published in:
Star Tribune
Argus Leader
Fargo Forum
Bismarck Tribune

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I. Introduction

Proposals for the requested products and/or services are detailed in the Technical Specifications, Section III.

The Cooperative Purchasing Connection (CPC) is a joint powers group of local governmental agencies and service cooperatives in Minnesota, organized pursuant to Minnesota Statute 123A.21. CPC has the legal authority to develop and offer, among other services, cooperative procurement services. Eligible membership and participation include states, cities, counties, and government agencies, both public and non-public educational agencies, colleges, universities and nonprofit organizations. Service cooperatives are public, nonprofit cooperatives designed to provide a variety of services to their participating agencies including, but not limited to, cooperative purchasing services.

In addition, the North Dakota Educators Service Cooperative (NDESC) is a joint powers group organized under the provisions of Chapter 54-40.3 of the North Dakota Century Code. NDESC holds joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, MN, to provide purchasing contracts to its participating agencies. South Dakota participating agencies can utilize CPC's purchasing contracts through South Dakota statute 5-18A-37. Participating in the resulting contract(s) is open to government and nonprofit agencies across the United States, such as: K-12 and higher education, municipal, state, tribal and other public agencies.

Montana Cooperative Services (MCS) is a partnership program provided by the Montana Rural Education Association (MREA) and the Montana School Boards Association (MTSBA). MCS operates a cooperative purchasing program under Montana statute 20-9-204 MCA. Schools, cities, counties, and other nonprofit agencies are eligible participants.

Collectively, CPC, NDESC and MCS are co-soliciting the products and services on behalf of their participating agencies. CPC will act as the lead agency while the intent of the solicitation is to provide vehicles and services to agencies in Minnesota, North Dakota, South Dakota, and Montana. Herein, CPC will include MCS.

LCSC provides the administrative functions of CPC. Administrative functions include but are not limited to: bid and contract research, development, and negotiations; fiscal reporting agent; marketing; contract promotion and agency support services.

II. Solicitation Procedures

A. Vendor Qualifications

All proposals must contain answers, responses and/or documentation to the information requested. A Vendor failing to provide the required information/documentation will be considered non-responsive.

Vendors must demonstrate their ability, capacity and available resources to provide the requested products and/or services to participating agencies. Vendors are required to communicate and demonstrate within their response that they have extensive knowledge, background, and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining and/or supporting the product lines of products, equipment, services or software offered. CPC reserves the right to accept or reject any Vendor failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

B. Required Securities

Performance Bond (for construction and/or installation related projects): Performance bonds will be required on all projects valued at fifty-thousand dollars (\$50,000) or more in Minnesota and North Dakota and, twenty-five thousand dollars (\$25,000) or more in South Dakota. All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Vendor unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC via email (info@purchasingconnection.org). The Vendor will be responsible for providing CPC with a copy of all contracts and bonds in accordance with CPC purchasing procedures. Should the Vendor fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

With said construction based project, the participating agency may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation and resulting Master Contract Agreement (i.e. project timeline, completion dates, progress payments, delivery requirements, invoice requirements, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Vendor and the participating agency. CPC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

C. RFP Timeline:

Date/Time	Event
October 11, 2021	Publication of RFP #22.3 - Vehicles
October 29, 2021, at 10:00 a.m. CT	Deadline for Vendors to Submit Questions
November 9, 2021, at 10:00 a.m. CT	Deadline for Submission
December 7, 2021	Contact Vendor/Award(s) Made
January 1, 2022	Initial Start of Contract Term

D. RFP Submission

Public Purchase: All solicitations can be found on a web-based system called Public Purchase. Public Purchase is an easy-to-use platform that provides Vendors with automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to

electronically submit a response to the solicitation. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process.

Submission of Proposals: It is the responsibility of the Vendor to be certain that the proposal being submitted has been uploaded to Public Purchase by the submission deadline, as described in the solicitation. All proposals will be submitted electronically via Public Purchase. If the proposal has not completed its upload to Public Purchase by the submission deadline, the Public Purchase system will not accept the proposal. If any issues occur during the upload of the proposal, Vendors should contact Public Purchase at support@publicpurchase.com or utilize the chat function within Public Purchase for immediate technical support. The data included in the submission will not be password protected. Hardcopy proposals are invalid and will not receive consideration.

E. RFP Particulars

Correction of RFP Documents: Upon examination of the solicitation, Vendors shall promptly notify the RFP Facilitator of any ambiguity, inconsistency or error, which they may discover. Any notification of ambiguity, corrections and/or requests for interpretation must be submitted, no later than seven (7) business days prior to the solicitation submission deadline. Interpretations, corrections, and changes to the documents will be made either by answers or an addendum.

Addenda: Addenda are written instruments issued by CPC which modify or interpret the solicitation documents by additions, deletions, clarification, or corrections. All addenda issued by CPC shall become a part of the specifications and will be made part of the contract. Addenda will be sent automatically through Public Purchase; being logged and tracked within the system. If such confirmation is not received, the Vendor may be deemed non-responsive. Interpretations, corrections, or changes made in any other manner will not be binding, and Vendors shall not rely upon such interpretations, corrections, and changes. No answers to questions or addenda will be issued later than seven (7) business days prior to the submission deadline, except an addendum withdrawing the proposal or one which includes postponement of the submission deadline.

Interpretations: Requests for additional information or questions in regards to the solicitation will be submitted through Public Purchase. CPC will respond accordingly through Public Purchase to all questions submitted by the question deadline and/or by issuing an addendum.

Modifications or Withdrawal of a Proposal: A proposal may not be modified, withdrawn or canceled by the Vendor for a period of one hundred twenty (120) days following the submission deadline of the proposal, as each Vendor so agrees in submitting a proposal. Prior to the submission deadline, any proposal submitted may be modified or withdrawn within Public Purchase. Withdrawn proposals may be resubmitted within Public Purchase prior to the submission deadline provided that they are in full conformance with this solicitation.

Opening of Proposals (Opening Record): Proposals that have been submitted on time will be opened after the submission deadline. An opening record of the proposals received will be made available.

F. Solicitation Evaluation

No single factor will determine the final award decision. Proposals will be evaluated using a multi-step process:

1. Initial Review – CPC will perform an initial responsiveness review to determine compliance with the solicitation requirements. Vendors that do not meet the solicitation requirements as outlined in the solicitation shall be deemed non-responsive and will not receive further consideration. All proposals that meet the minimum solicitation requirements will proceed to the evaluation process.

2. Technical Proposal – The technical proposal will be evaluated based on the criteria outlined below. Total scores from the evaluation team will be averaged amongst the number of evaluators and then weighed.
3. Cost Proposals – Cost proposals will be scored and averaged amongst the number of evaluators and then weighed. Scores from the technical proposal and cost proposal will be combined to determine the responses that provide the best value to participating agencies.
4. Presentations – At the sole discretion of CPC, a short-list of Vendors may be developed of the highest-rated submissions based on proposal ranking. If CPC chooses, these Vendors would be invited to make a live presentation. If requested by CPC, this presentation will be mandatory to continue in the evaluation process. Details regarding potential presentation dates are outlined within the solicitation.

Factor	Guidance
5	Outstanding far exceeds minimum requirements in most areas
4	Above average, exceeds minimum requirements in many or most areas
3	Average, meets minimum requirements, exceeds minimum requirements in some areas
2	Slightly below average, meets minimum requirements
1	Well below average, barely meets minimum requirements
0	Totally unresponsive, does not meet minimum requirements

		Vendor A	Vendor B
Criteria	Points	Average Points Awarded	Average Points Awarded
Qualifications & Experience	20		
Marketing & Partnership	20		
Financials & Level of Support	10		
Industry-Specific Information	50		
Exceptions & Deviations	-		
References	-		
Total Technical Points	100		
Proceed to Pricing Evaluation?	Yes/No		
Pricing Proposal			
1 - Make/Model Manufacturer Discount Price Schedule	85		
2 - Support Services *optional	10		
3 - Volume Discount *optional	5		
Total Pricing Points	100		
Total Score	200		

Best and Final Offer (BAFO):

CPC may request a BAFO if additional information or modified terms are necessary for the evaluation committee to complete its evaluation and ranking. CPC will set a date and time for the submission of BAFO proposals. The BAFO will be limited to specific sections of the RFP or proposal identified by CPC. A BAFO will not be used solely to reduce pricing. If a BAFO is requested, all short-listed Vendors or, if the short-list process is not used, all qualified Vendors will be provided an opportunity to submit a modified response. Only one BAFO request will be issued by CPC. The information received from the BAFO will be used by the evaluation committee to re-rank the Vendors. If a Vendor does not submit a BAFO proposal or a notice of withdrawal, the Vendor's previous proposal is considered the Vendor's BAFO. CPC reserves the right to proceed directly to negotiations with the highest ranked proposers immediately following the initial submission and evaluation of proposals.

Rejection of Any or All Proposals: CPC reserves the right to award the entire contract to one Vendor, to award multiple contracts, or to reject any or all proposals.

G. Contract Award

Binding Contract: A response to this solicitation is an offer to contract with CPC based upon the terms, conditions, the scope of work, and specifications contained in the solicitation. The Vendor acknowledges that the Contract Offer and Award binds the party to all terms and conditions stated in the proposal.

Notification of Intent to Award: An award notification will be made by December 7, 2021. The actual award is subject to approval by the CPC Board of Directors and the successful negotiation of a mutually acceptable Master Contract Agreement.

Contract Term: The term of the contract resulting from this RFP will be from January 1, 2022, through December 31, 2023. There will be an optional yearly renewal for a period lasting one (1), additional two-year term, based on successful performance. CPC may grant an extension under certain criteria and conditions. CPC evaluates and reviews all contract agreements. CPC has established a set of performance criteria that will be used in the Vendor evaluation. Performance criteria will include:

1. Contract start-up and communication
2. Partnership responsiveness with CPC
3. Participating agencies evaluation(s)
4. Volume, sales, and competitiveness
5. Marketing

Administrative Fee: The Vendor will be required to pay a one (1.0%) percent administrative fee on the total gross sales to participating agencies. With prior approval from CPC, this administrative fee may vary with the size/scope of the sale. This fee is used to cover CPC's program costs, including the cost of conducting the solicitation, continuing support of the contract, and marketing the contract to participating and potential agencies. Administrative fees shall be paid to CPC quarterly, **within 20 business days after the end of each fiscal quarter.**

Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment.

Sales Reports Required of the Vendor: The Vendor will provide CPC with a quarterly report listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies within the said quarter, the administrative fee calculations, and the correlating savings incurred by participating agencies. CPC may also request reports on commonly purchased items or top-selling items to create or update a market basket or core list of commonly purchased items. **All reports will be submitted in MS Excel within 20 business days after the end of each fiscal quarter,** (see Appendix A) listing the following information:

1. Name of purchasing agency
2. Address of purchasing agency (city, state, zip code)
3. Date of purchase
4. Invoice number
5. Amount of purchase
6. Administrative fee generated by the sale
7. Savings generated by the sale

Certificate of Insurance: The Vendor must purchase, maintain and provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of CPC's

individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor must provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. COIs must be updated and sent to CPC upon coverage renewal. The Vendor must meet the following, minimum coverage requirements:

1. Commercial General Liability: \$1,000,000 each occurrence, \$500,000 annual aggregate
2. Automobile Liability: \$1,000,000 each occurrence
3. Workers Compensation: \$100,000

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor must provide the COI with their submission.

Contract Development: Following the final evaluations and contract negotiations, CPC will develop a Master Contract Agreement with the most highly qualified Vendor(s). If a satisfactory contract cannot be developed with the most highly qualified Vendor(s) the second most qualified Vendor(s) may then be approached to develop a contract.

Solicitation Debriefing: An unsuccessful Vendor may request a debriefing to be scheduled with CPC after the solicitation process has been completed and a Master Contract Agreement with the awarded Vendor(s) has been executed. A debriefing is a learning opportunity for the unsuccessful Vendor to learn about the solicitation process and what measures of their response could be improved. Vendors will not be debriefed on how their response compared to other responding Vendors.

Audit Packet: Public inspection of the solicitation process will be made available during normal business hours in the RFP Facilitator's office (Fergus Falls, MN). Those requesting a printed, hard copy of the solicitation process will need to pay a twenty-five (\$25.00) service fee.

III. Technical Specifications

- A. **Scope of Work:** CPC is seeking to collaborate with an experienced Vendor(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of quality, current make/model manufactured vehicles, upfitting products and services, at consortium level discounted pricing. Agencies include educational institutions, cities, counties, nonprofits, other governmental agencies, or other entities contracted on behalf of a participating agency. A qualified Vendor shall have established an aggressive monetary discount from Manufacturer's Suggest Retail Price (MSRP). Vehicles may include, but are not limited to the following categories:
1. Cars, sedans;
 2. Vans, 10-passenger;
 3. Electric vehicles;
 4. Utility vehicles;
 5. Light and medium-duty trucks;
 6. Upfitting products and services (plows, lights, mounts, racks, etc.).

Objective: Through the combination of purchasing power, CPC's objective is to achieve cost savings through a single competitive solicitation process. This process eliminates a Vendor from responding to multiple quotes and proposals allowing for the reduction in administrative and overhead costs through CPC's purchasing procedures. CPC will work closely with the Vendor to market the contract not only to participating agencies but also to potential agencies where the

contract would be an advantageous option for growing participation and purchases through the Vendor.

CPC intends to award this solicitation to one or more Vendors based on manufacturers' who can offer acceptable vehicles and optional equipment that can be of benefit to all participating agencies. Manufacturers may respond directly and will be required to identify regional suppliers to execute the contract if pricing is consistent in the tri-state area and designated suppliers adhere to the terms outlined in this solicitation.

CPC encourages providers of all manufacturers/brands to bid, providing the following criteria are met:

1. Pricing discounts offered on a full range of quality products and supplies.
2. Warranty protection.
3. Training and support, when applicable.
4. Installation, when applicable.
5. Guaranteed pricing discounts, held firm for the duration of the contract term.

Vendors who meet any or all of the mentioned above must complete the required documents in their indicated format to be considered a responsive and responsible Vendor.

- B. Quantity History:** The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Historically, from January 1, 2018, through June 30, 2021, CPC participating agencies have purchased just under \$14.4 million in vehicles. All quantities or dollar values listed within this solicitation are estimates.

Numerous factors could cause the actual value of the contract(s) resulting from this solicitation to vary substantially from the historical value. Such factors include, but are not limited to, the following:

1. There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases; and
2. The individual value of each contract is indeterminate and will depend upon actual participating agency demand, and actual quantities ordered during the contract period.

In CPC's experience, depending on the price of a particular item, the actual volume of purchases could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. By submitting a response, the Vendor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting contract(s) could vary substantially from the estimates/historical values provided in this solicitation.

With CPC's intent to market the contract to participating and potential agencies and to possibly position the contract within the Express online marketplace, when applicable, it is CPC's belief that the program will continue to grow significantly throughout the course of the solicitation term, not to exceed four (4) years.

C. Terms and Conditions:

An attempt has been made to standardize the language used in this solicitation. The words "must", "shall", "mandatory" and the phrase "it is required" are used in connection with a mandatory specification. The words "should" and "may" are used in connection with a specification that is desirable.

General:

1. The Vendor must have access to a full inventory of the proposed product line(s).
2. The Vendor must provide participating agencies who have questions, issues, and/or concerns with an efficient response; responding to agencies within 24 hours.

Vehicles, Equipment and Supplies:

1. All vehicles sold under the resulting contract shall be the manufacturer's current or active production models, new and untitled and must include Original Equipment Manufacturer (OEM) equipment and options.
2. Optional equipment and accessories shall be original equipment from the manufacturer and must meet all state and federal regulations.
3. Vehicles sold through the resulting contract must meet and exceed all Federal Motor Vehicle Safety Standards (FMVSS) and the National Highway Traffic Safety Administration (NHTSA).
4. States' political subdivisions are exempt from Federal Excise Tax. Some participating agencies are nonprofit, educational agencies or health institutions (authorized by state statute to participate in cooperative purchasing) and may not exempt. A participating agency will make every effort to report such facts to the Vendor.
5. It will be the responsibility of the Vendor to assure that any recall notices, technical service bulletins, or notifications from the factory are sent to the purchasing agency in a timely manner.
 - a. Vendors must notify CPC and CPC's participating agencies immediately of any equipment or product recalls. The Vendor will issue a credit or comparable substitute for any delivered, recalled product at the participating agencies' discretion.
 - b. All costs associated with voluntary and involuntary equipment and product recalls shall be borne by the vendor.
6. All standard equipment as identified in the manufacturer's literature, data books, and fleet buyers' guide shall be furnished without additional cost on regular production vehicles.
7. CPC reserves the right to disallow any vehicle to be on contract that has been crash tested by the NHTSA or the Insurance Institute for Highway Safety (IIHS) and found to be unsafe for either the driver or passenger. In addition, any vehicle rated unsafe by an independent national consumer testing organization (such as Consumers Union) may be disallowed. The vendor agrees to immediately withdraw any such vehicle from the contract until the vehicle is in compliance or deemed safe by the government or the independent testing organization.
8. Unsafe is defined as when the passenger or driver is likely to suffer extreme physical harm or death in a collision similar to the test crash.

Pricing:

1. Contract discounts and percentages must be held firm for the duration of the model year. Additional discounts may be made to accommodate one-time bulk replacements, special promotions, or a large individual project. The Vendor cannot offer additional discounts and percentages to a participating agency beyond a single large project until following the steps outlined below and receiving approval by CPC. CPC may conduct periodic audits and the Vendor will be responsible for full reimbursement for any overcharge to a participating agency.
2. The Vendor must provide a discount price schedule for all current vehicle makes/models available and labor/services requested in this solicitation.
 - a. Pricing for vehicles shall include all "standard" features offered by the manufacturer including automatic transmission and the following:
 - i. All dealer profit and overhead;
 - ii. All dealer prep costs;
 - iii. All ordering processing costs;
 - iv. Manufacturer's Statement of Origin (MSO);

- v. All pre-delivered and service “ready” requirements;
 - vi. At least one-quarter tank of fuel; and
 - vii. All delivery costs to the purchases (if applicable; all deliveries will be F.O.B. Destination, freight charges prepaid and allowed to the purchasing agency). The Vendor is not allowed to invoice for freight costs.
- b. Discounts shall be a minimum and not subject to drop below the minimum listed discount off of MSRP.
3. Optional equipment may be allowed and shall be priced at the lowest manufacturer to dealer invoice price. Optional equipment and packages that are available from the manufacturer for the type of vehicle offered are to be listed as possible add-ons.
 4. Except as restricted by the manufacturer in a fleet purchase, all factory incentives and rebates will be passed to the purchasing agency. All participating dealer rebates, year-end rebates, and other discounts offered to the general buying public will be available to the participating agency.
 5. Any Vendor provided option must be priced separately and may only be included if specifically ordered by the participating agency. Under no circumstances may a participating agency be charged additional costs for items such as Added Dealer Profit (ADP), additional rust proofing, pinstripes, upholstery preservative, undercoating (or similar dealer packs), conveyance or document feeds, or advertising surcharges.
 6. New make/model years, pricing concessions and services, pertaining to the scope of this solicitation, can be added during the course of the contract term with notice, as outlined below, to CPC. These items shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC may direct the Vendor to remove products that do not meet the intent or are otherwise in conflict with the contract requirements.
 7. CPC may accept a future claim from the Vendor that a new threshold of performance or technology has been established. If CPC is satisfied with the evidence presented in support of the claim, appropriate pricing for such new technology may be established by applying the same pricing method used by the Vendor in their submission. The Vendor must be able to verify the pricing calculation.
 8. When a make/model price list is revised (i.e. manufacturer), to add, delete, or release new models year(s), products, and accessories that result in revised contract pricing, the Vendor shall notify CPC in writing via email as follows:
 - a. Request will be typed on the Vendor’s letterhead and emailed to CPC;
 - b. It is filed with CPC, a minimum of seven (7) calendar days before the effective date of the proposed change;
 - c. It clearly identifies the items impacted by the change and the cause for the adjustment;
 - d. It is accompanied by documentation acceptable to the Procurement Solutions Coordinator to warrant the change (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U, change in manufacturer’s price, etc.).
 - e. CPC reserves the right to accept such change and will confirm disposition in writing. For contract administration purposes, CPC must be able to verify the manufacturer’s current product price. Price increases that cannot be verified shall not be reflected on the contract nor charged to the participating agency.
 9. CPC expects Vendors to offer their very best prices. If a Vendor offers lower prices to any participating agency outside of this contract, it must lower its prices under this contract at the same time by written notice, via email to CPC.

Ordering & Ordering Methods:

1. The Vendor will communicate with participating agencies any current order cut-off dates for each make/model for which they may be interested in ordering.

- a. Manufacturers do make sudden changes to the order cut-off dates. Order cut-off dates can be monitored here: <https://www.arifleet.com/resources/updates-projections/build-out-start-up-dates/>
 - b. Participating agencies shall be notified from the Vendor that an order placed at a later date may not be accepted by the manufacturer.
2. All orders are to be placed directly with the Vendor.
3. All final price quotes provided to the participating agency, if requested, must include a dealer's print-out for each model requested, showing how the vehicle is equipped. All quotes will reflect the pricing offered through this solicitation and resulting contract. The Vendor must indicate the lead time for delivery to the purchasing agency at the time the order is placed.
4. The Vendor must accept all orders and provide a confirmation to the participating agency within 72 hours after the order is placed and must include an estimated delivery date for any optional equipment. The Vendor will be required to provide status updates to the purchasing agency.
5. A Purchase Order (PO) may be issued to the Vendor on behalf of the participating agency ordering under the resulting contract. An issued PO will become part of the resulting contract. The PO indicates that sufficient funds have been obligated toward the purchase.
6. All orders and change orders must be confirmed in writing by the participating agency. Verbal orders may not be processed or submitted by the Vendor.
 - a. Shall multiple change orders occur, the Vendor may submit one common detailed order confirmation to the participating agency to be confirmed. This document may be used for both order entry to the manufacturer and to accompany the delivery of the vehicle.
7. Order placement will not occur until receipt of a PO from the participating agency.

Freight and Delivery:

1. All pricing for all vehicles shall be F.O.B. Destination, freight prepaid and allowed to the participating agency, regardless of the ship to location within the tri-state area and Montana.
2. The participating agency may elect one of the three (3) delivery options:
 - a. Take delivery at the Vendors' location;
 - b. Take delivery through a dealership of their choosing (additional charges may apply); or
 - c. Have vehicle delivered directly to their location (additional charges may apply).
3. All vehicles, prior to delivery, must be completely serviced by the Vendor, or must be certified by the Vendor that it has been performed, in accordance with the manufacturer's standard recommendations.
 - a. The vehicle must be in acceptable condition and contain a minimum of one-quarter tank of fuel.
 - b. Electrical powered vehicles shall have all batteries fully charged.
 - c. Each vehicle must contain a pre-delivery check sheet showing which operations have been performed on the vehicle by the Vendor.
 - d. All vehicles shall be equipped with two (2) full sets of keys at the time of delivery. Any special purpose keys (i.e. security systems, locks, trunk release, lights, panic button, etc.) shall be supplied in sets of two (2) at no additional cost.
4. The MSO must be delivered with the vehicle.
 - a. The participating agency shown must be the same as the bill-to address on the purchase order for licensing and recall notices.
 - b. A copy of the confirming order, initialed by the Vendor must be delivered with the vehicle.
5. Upon delivery, the Vendor shall provide the participating agency with the following additional documents:

- a. Odometer statement;
 - b. Warranty documentation;
 - c. Manufacturer's invoice (unadulterated).
6. Vendor or dealer nameplates, decals, etc. denoting the selling dealer may not be affixed in any manner to any new model vehicle delivered.
7. All deliveries shall be made during normal business hours.
8. The Vendor shall provide the purchasing agency with a minimum of 72-hour notification prior to delivery allowing the participating agency enough time to inspect the vehicle.
 - a. This inspection will be made to check workmanship, specifications and compliance with manufacturer's make-ready procedures and will not preclude or replace final inspection and approval of the using agency.
9. CPC participating agencies shall be relieved from risks or loss or damage to all vehicles purchased or leased during shipment prior to receipt at the agencies' designated location. CPC participating agencies will be responsible for risks of loss or damage to the vehicle once it has been delivered and accepted by the agencies' representative. Vendors shall demonstrate they have informed the customers of this responsibility prior to order placement.
10. All billings and invoices shall identify the specific vehicle, added accessories and option, and include the name of the vehicle, model number, and vehicle identification number (VIN).
11. If requested, the Vendor is responsible for licensing, registration, and transfer of title to the purchaser. All applicable document costs shall be billed at the current rates published by the respective state Department of Public Safety. If the participating agency desires to have the Vendor process the required paperwork for licensing, registration, and title transfer, the cost to process the paperwork must be mutually agreed to by the participating agency and the Vendor. The mutually agreed cost must be detailed as a separate line item on the purchase order and the invoice.
 - a. As stated in Minn. Stat. § 168.092, subd. 1 and 2: The motor vehicle registrar may issue a permit to a person purchasing a new or used motor vehicle in Minnesota for the purpose of allowing the purchaser a reasonable time to register the vehicle and pay fees and taxes due on the transfer. The permit is valid for a period of 21 days. The permit must be in a form as the registrar may determine and, whenever practicable must be posted upon the left side of the inside rear window of the vehicle. Each permit is valid only for the vehicle for which issued. The registrar may issue a quantity of permits to licensed dealers. When issuing a permit, the dealer shall complete the permit in the manner prescribed by the department. One copy of the permit shall be retained in sequential order in the dealer's files.

Taxes:

1. Taxes are not to be calculated into the cost of the vehicles being offered through this solicitation. Taxes will be calculated and invoiced, as applicable, as a separate line item on the invoice.
2. Participating agencies may choose to have the Vendor be responsible for licensing and transfer of title to the purchasing agency, the participating agency should include the excise tax in the money paid to the Vendor. The Vendor will pay the excise tax as well as any other registration and title fees to the states' motor vehicle registrar on the purchaser's behalf.
3. Minnesota
 - a. Per Minnesota Statute §297B.02, a motor vehicles sales tax of 6.5% is imposed on the sale of all motor vehicles.
 - b. The following taxes do not apply to the sale of motor vehicles: general sales and use tax, city and county local tax, federal excise tax (MN is exempt), and the transit improvement 0.25% sales and tax use.
 - c. A \$20 transit Improvement Vehicle Excise Tax applies to the sales of motor vehicles registered for road use. The \$20 must be collected by the Vendor selling new or

used motor vehicles at retail when the sale occurs in the transit tax area. This \$20 tax applies even if the buyer is from out of state and will take the vehicle out of Minnesota for registration.

- i. This tax is not connected to registration, but rather the sale.
 - ii. The sale occurs where the participating agency takes possession of the vehicle. If the vehicle is sold in the transit tax area, but is delivered out of the transit tax area, the \$20 excise tax does not apply. If the vehicle is sold outside of the transit tax area, but is delivered into the transit tax area, the \$20 excise tax does apply.
 1. Exceptions to this tax include: Federal government agencies with vehicles not required to be licensed for road use (i.e. marked police cars, fire trucks, and ambulances) and vehicles for resale.
 2. Leased vehicles.
4. North Dakota
- a. Per North Dakota Century Code Statute §57-40.3, an excise tax at the rate of five percent (5%) on the purchase price of any motor vehicle purchased or acquired either in or outside the state of North Dakota for use on the streets and highways of the state of North Dakota is required to be registered under the laws of North Dakota.
5. South Dakota
- a. Per South Dakota Codified Laws, an excise tax at the rate of four percent (4%) on the purchase price of any motor vehicle purchased in the state of South Dakota is required.

Montana Specific Requirements

1. Work with Montana participating agencies to determine the purpose for which the vehicle will be used.
2. When purchasing an applicable vehicle, comply with Montana [§20-10-101 \(4\)](#):
 - a. "School bus" means, except as provided in subsection (4)(b), any motor vehicle that complies with the bus standards established by the board of public education as verified by the department of justice's semiannual inspection of school buses and the superintendent of public instruction and:
 - i. Is owned by a district or other public agency and operated for the transportation of pupils to or from school or owned by a carrier under contract with a district or public agency to provide transportation of pupils to or from school; or
 - ii. Is district-owned, **is designed to carry 10 or fewer passengers, has an overall safety rating of five stars from the national highway traffic safety administration at the time of purchase**, and is insured in accordance with minimum coverage requirements set forth in [20-10-109](#).
 - b. A school bus does not include a vehicle that is:
 - i. Privately owned and not operated for compensation under this title;
 - ii. Privately owned and operated for reimbursement under [20-10-142](#);
 - iii. Either district-owned or privately owned, designed to carry not more than nine passengers, and used to transport pupils to or from activity events or to transport pupils to their homes in case of illness or other emergency situations and that was purchased prior to July 1, 2017; or
 - iv. An over-the-road passenger coach used only to transport pupils to activity events.
3. When purchasing an applicable vehicle for special activities, comply with Montana [HB 300, Section 1](#), effective July 1, 2021.

Warranty:

1. The manufacturer's standard warranty shall be applicable to all purchases.
2. A copy of the warranty shall be provided by the Vendor to the purchasing agency.
3. Warranty time periods will commence when the vehicle is delivered to the ship-to address listed on the PO.
 - a. Drop shipments or direct delivery to the purchasing agency constitute a delivery.
4. The Vendor must assist the participating agency in reaching a resolution in a dispute with the manufacturer over warranty terms.

Maintenance Plans:

1. The Vendor may offer pricing for maintenance for all equipment listed under the solicitation and include it in pricing proposals to participating agencies if requested.
2. The Vendor providing maintenance and repair options must provide and clearly state, pricing and terms of the various plans in their submission.

Advertising and Marketing:

1. The Vendor will provide sales and marketing representation that is able to educate, introduce and demonstrate products and/or services to CPC's participating agencies.
2. The Vendor will be able to assist in developing marketing materials that support the contract.
3. The Vendor will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. Services offered must be appropriate and adequate to ensure a successful contract agreement.
4. All promotional marketing materials must have the prior approval of CPC before distribution and must include the CPC logo and pertinent contract information.

Appendix B: New Vendor Implementation Checklist – Sample

The following implementation checklist will commence once the Master Contract Agreement has been executed. Implementation and contract start-up is included as part of the evaluations that CPC conducts in regards to renewing a contract for an additional contract term.

Task Description	Target Completion	Completed By
1. CPC Vendor Orientation Discuss expectations Establish contacts, people, and roles Discuss the reporting process and requirements Discuss sales and ordering process Outline kick-off plan; marketing needs Establish Webinar training date, if applicable	One Week	CPC & Vendor
2. Vendor/Supplier Login Established – Express (if applicable) Complete supplier initiation form Complete supplier product template Create a user account and user ID – communicate to supplier	One Week	Vendor
3. Sales Training and Roll Out CP Personnel Briefing; possible webinar training Marketing information sent to CPC	Two Weeks	CPC to Coordinate Vendor
4. Web Development/Express Store (if applicable) Initiate IT contact Web store construction Web store final edit Product loaded into web store in Express Test Store Functionality Announce Store Availability	Two Weeks Three Weeks Four Weeks Four Weeks Five Weeks Five Weeks	Vendor
5. Marketing General announcement Vendor profile page Email signature logo Email communication announcement <i>*All materials will be approved by Vendor prior to disbursement</i>	Three Weeks	CPC
6. Marketing – Vendor General announcement Sales/Account team training; contract highlights including pricing schedule <i>*All materials will be approved by CPC prior to disbursement</i>	Four Weeks	Vendor
7. Management Strategies Review kickoff and roll-out plan Discuss and establish target communication strategy	Eight Weeks	CPC & Vendor
8. Semi-Annual Evaluation and/or Annual Evaluation	6 months or 11 months	CPC

General Terms & Conditions

Note, the Cooperative Purchasing Connection (CPC) may, from time to time, make amendments to the General Terms and Conditions when CPC determines that such amendments are in the best interest of its participants. Copies of the Terms and Conditions shall be provided to any individual or vendor. When responding to a solicitation, Vendors must certify that they have read the General Terms and Conditions and understand that they apply to all purchases of the resulting contract.

Assignment: Any contract awarded under the conditions of this solicitation shall be for the use of organizations eligible for participation in the CPC consortium. Any eligible agency may participate (piggyback) with this contract at its discretion, with the consent of the Vendor. The Vendor must seek approval from CPC before utilizing the contract with another eligible agency. CPC has partnerships with consortiums across the United States. CPC will work with the Vendor to make such connections should the Vendor want to piggyback the contract as a vehicle for additional sales. All requirements of this solicitation will apply to all participating eligible agencies. Agencies participating in this contract shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold CPC harmless from any disputes, disagreements, or actions which may arise as a result of using this contract.

Amendments: This solicitation and the resulting contract shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, other than by written amendment signed by the Parties hereto.

Audit: Under applicable law, the Vendor will agree that members of CPC's purchasing team may audit their records to establish that total compliance of the agreement is met. CPC will ask participating agencies for invoices showing purchases from the Vendor. The Vendor will agree to provide verifiable documentation of all purchases made by said agencies and will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both CPC and the Vendor. CPC will require refunding of the agencies involved if any difference in price is found and will also require payment of any administrative fees due as a result of sales that were not listed on the sales report(s). CPC will give at least five (5) calendar days' notice of an audit. The audit will be conducted at a reasonable place and time.

Awarded Vendor: The company or companies chosen by CPC to provide goods and/or services to CPC participating agencies through the solicitation process.

Awards: Awards will be made with reasonable promptness and by written notice to the successful Vendor; solicitation responses are considered to be irrevocable for a period of one hundred twenty (120) days following the solicitation opening unless expressly provided for to the contrary in the solicitation, and may not be withdrawn during this period without the express permission of CPC.

1. Awards shall be made to the Vendor whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or the solicitation as a whole, at the option of CPC. CPC reserves the right to determine those offers which are responsive to the solicitation, or which otherwise serve its members' best interests.
2. CPC reserves the right, before making an award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the Vendor meet the requirements outlined in the proposal and specification, and are ample and sufficient to ensure the proper performance of the contract in the event of an award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, CPC may reject such offer. It is distinctly

understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon CPC to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the Vendor from fulfilling all requirements and conditions of the contract.

3. Qualified or conditional offers which impose limitations of the Vendor's liability or modify the requirements of the solicitation, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by CPC may, at the option of the CPC, be:
 - a. Rejected as being non-responsive, or
 - b. Set aside in favor of the CPC's terms and conditions (with the consent of the respondent), or
 - c. Accepted, where CPC determines that such acceptance best serves the interests of participating agencies and CPC.

Acceptance or rejection of alternate or counter-offers by CPC shall not constitute a precedent that shall be considered to be binding on successive solicitations or procurements.

4. CPC reserves the right to determine the responsibility of any Vendor for a particular procurement.
5. CPC reserves the right to reject any responses in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offeror wherein its judgment the best interests of participating agencies will be served by so doing.
6. CPC reserves the right to make awards by items, group of items or on the total low response for all the items specified as indicated in the detailed specification unless the Vendor specifically indicates otherwise in their response.
7. Preference may be given to responses on products raised or manufactured in the state, other things being equal.

Byrd Anti-Lobbying Amendment: If a project, as a result of this solicitation, is in excess of \$100,000, the Vendor certifies that it will not, and has not, used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an 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. The Vendor will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. The Vendor will ensure compliance herewith by Seller's subcontractors.

Collusion: For the goods, services or public work specified under this solicitation, Vendor confirms that the offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive solicitation in connection with the above proposal, and that all statements contained within the offer are true and correct. Collusion between Vendors is a cause for rejection of those respondents involved.

Confidential Information: CPC is a public entity; the information contained in the proposals shall be considered public information under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 et. seq. No part of a proposal shall be treated as confidential unless so designated, by the Vendor submitting the proposal, as trade secret information having met the criteria under Minnesota Statutes § 13.37 Subd. 1(b) and other applicable laws. Any data claimed by the vendor submitting the proposal to be trade secret data must be marked "proprietary and confidential." Should a challenge occur to said Vendor's designation of data as "proprietary and confidential," the vendor shall indemnify and hold CPC harmless for any attorney's fees, costs, penalties, or losses associated with such designation. CPC makes no representations to any vendor regarding their designation of data as "proprietary and confidential." CPC designates the sales reports and administrative fee data, references in this solicitation, as confidential. Therefore, under no circumstances, release this data to any entity other than CPC. CPC, however, is a government entity, is required to, upon request of any individual organization; make this information available to the person(s) requesting to contact the CPC department.

Costs of Preparation: All costs associated with the preparation, development, or submission of a response or other offers will be borne by the Vendor. CPC will not reimburse any Vendor for such costs.

Debarment and Suspension: If within the past five (5) years, any Vendors that have been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state, or local government, the Vendor must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the debarment or suspension, the duration of the debarment or suspension, and the relevant circumstances relating to the debarment or suspension. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any resulting contract.

Default Contract: The resulting contract shall be the default contract. All participating agencies' purchases will receive the pricing described in this contract and CPC will receive credit for those purchases made by participating agencies.

Defects: All products must be 100% guaranteed. Any product which is received damaged, found to be defective, or does not perform to the end-user's expectations must be replaced at the vendor's expense including all shipping/delivery charges. If a participating agency receives the product(s) that appear to be damaged, they reserve the right to refuse delivery. Participating agencies will not be charged for items that are refused.

Delivery: Delivery must be made as ordered and in accordance with the solicitation. If delivery qualifications do not appear on the Vendor's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within five (5) calendar days. The decision of CPC, as to reasonable compliance with the delivery terms, shall be final. The burden of proof of delay in receipt of an order shall rest with the Vendor. No delivery charges shall be added to invoices except when authorized on the Purchase Order. All prices submitted are to be F.O.B. Destination, Freight Pre-Paid, and Allowed. Unless clearly stated otherwise by the respondent, prices submitted shall include all charges for transportation, packaging, etc., necessary to complete delivery on an F.O.B. Destination basis.

Express Online Marketplace: CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of CPC's commodity-based contracts. A Vendor does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

Entire Agreement: The Master Contract Agreement, shall constitute the entire and exclusive agreement between CPC and any vendor receiving an award. In the event of any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

1. Each proposal will be received with the understanding that the acceptance, in writing, by contract or purchase order by the participating agency of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Vendor and the participating agency. This shall bind the Vendor to furnish and deliver at the prices following the conditions of the said accepted proposal and detailed specifications and the participating agency to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on purchase orders issued by the participating agency to the Vendor.
2. No alterations or variations of the terms of the contract shall be valid or binding unless submitted in writing and accepted by CPC. All orders and changes thereof must originate from the participating agencies: no oral agreement or arrangement made by a contractor with an agency or employee will be considered to be binding on CPC and may be disregarded.

3. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless
 - a. Terminated prior to the expiration date by satisfactory delivery against orders of entire quantities, or
 - b. Extended upon written authorization of CPC and accepted by the Vendor, to permit ordering of the unordered balances or additional quantities at the contract price following the contract terms, or
 - c. Canceled by CPC following other provisions stated herein.
4. It is mutually understood and agreed that the vendor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of CPC.
5. If subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the Vendor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the Vendor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to CPC, and expressly accepted.

Federal Requirements: The Vendor agrees, when working on any federally-assisted project with more than \$2,000.00 in labor costs for the construction, alteration, and/or repair, including painting and decorating, or a public building or public work, to comply with the Contract Work Hours and Safety Standards Act (40 USC) 3701 et seq.) and all applicable sections of the act and the Department of Labor’s supplemental regulations (29 CFR Parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (40 USC 3141), the Copeland “Anti-Kickback” Act (40 USC 3145 and USC 874) as supplemented in the Department of Labor regulation (29 CFR Part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor Regulations (41 CFR Part 60)).

In such projects, the Vendor agrees to post wage rates at the worksite and submit a copy of their payroll to the participating agency for their files. To comply with the Copeland Act, the Vendor must submit weekly payroll records to the participating agency. The Vendor must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to participating agencies that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Vendor. In projects that are not federally funded, the Vendor must agree to meet any federal, state, or local requirements as necessary. In compliance with the federal regulations increases the contract costs beyond the agreed-on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this solicitation. The Vendor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), and Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities.

Federal Uniform Guidance: By entering into a contract, the Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 C.F.R. § 200 et. seq.

Fiscal Year: a fiscal year is defined as July 1 through June 30 of the following calendar year. The fiscal quarters end on September 30, December 31, March 31, and June 30.

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party’s performance of this contract is prevented because of force majeure. The term “force majeure” means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public

enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by a government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance under this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

Governing Law: This resulting contract award shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota.

Governing Venue: The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. All legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.

Hold Harmless: All parties agree to hold the other harmless from any claims and demands of participating agencies which may result from the negligence of the other in connection with their duties and responsibilities under this agreement unless such action is a result of intentional wrongdoing of the other party.

Leasing and Rental Agreements: The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC must receive a report annually, summarizing the executed lease purchases along with a summary of the participating agencies' purchases. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with CPC's current leasing vendor. Note, the current leasing vendor may require a minimum purchase amount to begin the leasing process. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception.

Marketing and Promotion: Upon award and completion of the vendor orientation, CPC will promote the contract opportunity via its websites. CPC will also announce the new partnership in its newsletters and will publish the contract and marketing information through hard copy marketing items (i.e. flyers, postcard) and electronic email. Contracts will also be promoted at applicable trade shows, conferences, and meetings regularly.

CPC may assist in the development of these materials if requested by the Vendor, but in all cases shall have the authority to review and approve any marketing materials. If a website is used, the link will be made available from the CPC and NDESC websites. Any web page or link, or other marketing tools shall be dedicated to CPC information only.

Minority and Women-Owned Business: CPC intends to undertake every effort to increase the opportunity for utilization of minority and women-owned businesses in all aspects of procurement. In connection with the performance of this solicitation, the Vendor agrees to use their best effort to carry out this intent and ensure that minority and women-owned enterprises shall have the maximum practicable opportunity to compete for subcontract work under this solicitation consistent with the efficient performance of this solicitation. CPC desires to promote wherever possible equitable opportunities for minority and women-owned businesses to participate in the services associated with this solicitation.

New Agency Notification: CPC will email the current participating agency list to the Vendor each quarter. Those agencies not renewing their participation must not receive CPC agency pricing/discounts.

Non-Discrimination: Any resulting contract for or on behalf of participating agencies, said Vendor agrees to:

1. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
2. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
3. That a violation of this section is a misdemeanor; and
4. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

Notices: Notices permitted or required to be given hereunder shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, addressed to the following addresses of the parties, or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given, or (b) on the seventh (7th) day following the date such notice was posted, whichever occurs first.

Ordering: All orders will be executed by participating agencies, directly, with the Vendor. The Vendor will provide products and/or service(s) directly to the specified agency and invoice that agency directly. The Vendor may offer a variety of options for agencies to place orders. The Vendor will make all deliveries and installation of products and services. CPC will not warehouse items or provide services.

Patent Indemnification: The Vendor agrees to hold harmless CPC, its successors, assigns, customers and the users of its products from any liability of any nature or kind for use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract agreement, for which the contractor is not the patentee, assignee or licensee.

Participating Agency: A participating agency shall be defined in accordance with the Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11, North Dakota Century Code Chapter 54-40.3, and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that the entity is required to follow state and local procurement regulations.

Party: The name given to either organization who enters into a contractual agreement.

Payment: The participating agency using the contract agreement will make payments directly to the Vendor. Payment terms will be defined by the Vendor in their response. Vendors are encouraged to offer payment terms through procurement card (P Card) services, if applicable. Payments shall be made after satisfactory performance, following all provisions thereof, and upon receipt of a properly completed invoice.

1. Where a question of quality is involved, payment in whole or part against which to chargeback any adjustment required shall be withheld at the direction of the participating agency. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the participating agency of taking such a discount.

2. Payments for used portion of inferior delivery will be made by the participating agency on an adjusted price basis.

Payment; Invoices: The Vendor shall submit invoices to the participating agencies clearly stating “Per CPC Contract”. The shipment tracking number or pertinent information for verification shall be made available upon request.

Prompt Payment: Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.

Protests: All protests pertaining to the specifications of the solicitation must be delivered in writing and received by the RFP Facilitator no later than 4:00 p.m. CT on the third (3) business day before the opening of proposals. A protest shall be filed no later than three (3) business days after the opening of the proposals or if the protest is based on subsequent action of CPC, not later than three (3) business days after the aggrieved person knows or should have knowledge of the fact giving rise to the protests. Protests of an award will only be accepted by Vendors who have submitted a response to the solicitation. Respondents may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in the scoring by individual evaluators may not be protested. Protests not filed within the time specified above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. Should such a protest reach arbitration and result in a loss, the Vendor will be borne to all costs, including CPC’s legal fees. Protests shall include the following:

1. Name, address and telephone number of protester;
2. Original signature of the protester or its representative;
3. Identification of the solicitation by RFP number;
4. A detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested; and
5. Any protest review and action shall be considered final with no further formalities being considered.

Qualified Respondent: A Vendor that has submitted a proposal meeting the due date and time of the solicitation and has submitted all of the requested documents in their entirety in their required format(s).

Recalls: The Vendor shall notify CPC and their participating agencies immediately of any product recalls. The Vendor will issue a credit or comparable substitute for any delivered, recalled product at the agency’s discretion. All costs associated with voluntary and involuntary product recalls shall be borne by the Vendor.

Relationship of Parties: No contract agreement resulting from this solicitation shall be considered a contract of employment. The relationship between CPC and the Vendor is one of the independent contractors each free to exercise judgment and discretion concerning the conduct of their respective businesses. The parties do not intend the proposed contract agreement to create or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this solicitation, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

Respondent: A respondent has notified CPC of a desire to respond to the proposal and/or has submitted a proposal in response to this solicitation.

Rights and Obligations Upon Termination: Termination of the resulting contract award shall not release the party from the obligation to make payment of all amounts due and payable. Regardless of the cause, the Vendor must refrain from any activity which will create a negative relationship between participating agencies and CPC.

Notification of termination to participating agencies shall not be made by the Vendor unless written approval has been received from CPC or its designee. Said approval shall include, but not be limited to, the content of the notice, its structure and timing. This will remain in effect for 60 days post-termination. When failure is deemed by the other party to be the result of willful and wanton negligence, it may result in a civil action against the first party. The Vendor will continue to provide warranty and product support as specified in their proposed response to the solicitation or by the manufacturer, whichever is greater, on all services purchased by participating agencies during the contract term. Upon termination, any website references and/or email accounts, created by either the Vendor or CPC and designed to promote the contract agreement resulting from this solicitation shall be terminated within 48 hours of the termination.

Risk of Loss: Regardless of F.O.B., the Vendor agree(s) to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur before delivery, and such loss or destruction shall not release the Vendor from any obligation hereunder.

Safety Data Sheet (SDS): Documentation providing workers and emergency personnel with procedures for handling or working with a specific substance safely, and information such as physical data, toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures. SDS documentation must accompany all deliveries when required by federal, state and local laws.

Sales Representation and Marketing: The Vendor agree(s) to provide identified sales/marketing representatives whom CPC can contact for sales and product information. The Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials, including, but not limited to:

1. Printed marketing materials;
2. Contract announcements and advertisements; and
3. On the Vendor's website.

Sales Tax: Sales and other taxes shall not be included in the prices quoted. The Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each participating agency is responsible for verifying the tax-exempt status to the Vendor. When ordering, participating agencies must indicate that they are tax-exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Vendor resulting from this solicitation.

Severability: If any of the terms of this solicitation conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this agreement, and this agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions compromise an integral part of or are otherwise inseparable from, the remainder of the resulting agreement.

Substance Use and Conduct: All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.

Substitutions: The materials, products or equipment described in these documents establish a standard of type, function, and quality to be met by any proposed substitution. Unless the particular specification prohibits substitution, vendors are encouraged to propose materials, products or equipment of comparable type, function, and quality. Proposals for substitute items shall be stated in the appropriate blank on the proposal form, or if the form does not contain blanks for substitution, on the Vendor's letterhead attached to the pricing form. Vendors shall attach to the form a statement of the manufacturer and brand name of each proposed substitution plus a complete description of the item, including descriptive literature, illustrations, performance, and test data and any other

information necessary for evaluation. The burden of proof is upon the respondent for the merit of the proposed substitution.

Termination: CPC reserves the right to terminate this contract, without penalty or recourse, in whole or in part, whereas termination is in the best interest of the participating agencies. CPC will give notice of termination, specifying the extent to which performance shall be terminated and the date upon which such termination becomes effective, giving 30 business days' written notice. The Vendor, after receipt of "Notice of Termination," shall not accept any new orders after the termination date specified in the notice. Participating agencies will only be required to pay the Vendor for goods and services delivered before termination and not otherwise returned following the Vendor's return policy. If the participating agency has paid the Vendor for goods and services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s). Any termination shall not affect projects that are in progress or in receipt of a purchase order (PO) at the time the termination is received. The Vendor shall be entitled to received just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the termination. The Vendor will not be reimbursed for any anticipated profit. CPC reserves the right to cancel, or suspend the use thereof, any contract resulting from this solicitation upon any one of the following events with the Vendor:

1. Voluntary or involuntary bankruptcy or insolvency;
2. Failure to remedy a material breach to the terms and conditions of this solicitation;
3. Receipt of written information from any authorized agency finding activities the Vendor engaged in according to this solicitation to violate the law.

Termination for Default: If either Party is in default under this contract, it shall have an opportunity to cure the default within the time indicated, 10 business days, after it is given written notice of default to the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have 10 business days to provide a satisfactory response. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. CPC reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any contract terms and conditions or fails to provide adequate assurances of future performance.

In the event of termination for cause, CPC and its participating agencies shall not be liable to the Vendor for any amount of supplies or services not accepted, and the Vendor shall be liable to CPC and its participating agencies for any and all rights and remedies provided by law. If it is determined that CPC improperly terminated this contract for default, such termination shall be deemed a termination for convenience. CPC will issue written notice to the Vendor for acting or failing to act in any of the following:

1. The Vendor provides material that does not meet the specifications of the contract;
2. The Vendor fails to adequately perform the services set forth in the specifications of the contract;
3. The Vendor fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Vendor fails to make progress in the performance of the contract and/or gives CPC reason to believe that the Vendor will not or cannot perform to the requirements of the contract;
5. The Vendor fails to observe any of the terms and conditions of the contract.

Termination for Non-Appropriation: Any individual participating agency's procurement/contract covered by this solicitation and executed in accordance with the resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of a court order, or because of insufficient appropriations made available to the participating agency's governing board and/or it's State Legislature. Such termination will be affected by sending fifteen (15) days written notice to the Vendor. The

participating agency's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Vendor and shall be final.

Tri-State Area: Defined as the three states participating in CPC (Minnesota, North Dakota and South Dakota) and their participating agencies.

Value Added Attributes: Attributes that a vendor can provide that assist in educating or providing additional service to CPC's participating agencies. This would include but is not limited to products/services, such as promotional items, participation in vendor shows, demonstration of products, training seminars, and the ability to integrate with CPC's Express online marketplace (if applicable).

Vendor Orientation (CPC 101): The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of CPC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

Waiver: No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

Revised 10/2021

Vendor Questionnaire

RFP #22.3 - Vehicles

Instructions

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled "***Vendor Questionnaire – Name of Company***".
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

The following sections will need to be completed before submission and submitted as one (1) single PDF titled "Vendor Questionnaire – Name of Company":

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [References](#)
7. [Additional Requirements*](#)

Company Information

Name of Company: _____

Company Address: _____

City, State, Zip code: _____

Website: _____

Phone: _____

Provide the following company contacts that will be working with this anticipated contract. Include name, email, and phone number(s).

	Name	Email	Phone
General Manager			
Contract Manager			
Sales Manager			
Marketing Manager			
Customer Service Manager			
Account Manager(s)			

List who will be responsible for receiving updated participation lists.

Name	Email	Phone

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone

List who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone

Identify any business types/classifications that your company holds. ***Submit documentation in PDF format to verify business status (see bid checklist).**

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

Qualifications & Experience *(20 points)*

1. **Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).**

Click or tap here to enter text.

2. **Provide evidence of what your company is doing to remain viable in the industry.**

Describe your customer retention (i.e. customers who are served that continue to be repeat customers).

Click or tap here to enter text.

3. **Describe the number of agencies in the tri-state area that your organization, on average, provides fleet vehicles for each year.**

Click or tap here to enter text.

4. **Provide a list of other contracts your organization has in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?**

Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

Click or tap here to enter text.

Marketing & Partnership *(20 points)*

1. **Describe how your company will position and propose to support CPC and its participating agencies in regards to program growth.**

Click or tap here to enter text.

2. **Describe and submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on your organization's website. You can submit any support materials as Exhibit A - Marketing Plan.**

Click or tap here to enter text.

3. **Describe how your company will position this contract to CPC's participating agencies if awarded.**

Click or tap here to enter text.

4. **Describe how you plan to inform and train company personnel on the contract terms and conditions, details and promotion of the contract. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.**

Click or tap here to enter text.

Financials & Level of Support *(10 points)*

1. **Describe the percentage of your company's revenue, by category (city/county/government, K12 education, higher education) that is derived from fleet vehicle sales on an annual basis.**

Click or tap here to enter text.

2. Indicate the level of support your company will offer on this contract category.

- _____ Pricing is better than what is offered to individual educational agencies.
- _____ Pricing is better than what is offered to cooperative educational agencies.
- _____ Other, please describe

If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:

Click or tap here to enter text.

3. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?

_____ *Yes* _____ *No*

If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.

Click or tap here to enter text.

4. Has your company been disbarred and or suspended in doing business within the United States?

_____ *Yes* _____ *No*

If YES, list what states, the reason for debarment and/or suspension, and its effective dates.

Click or tap here to enter text.

Industry-Specific Information (50 points)

1. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, technology, and product line.

Click or tap here to enter text.

2. Describe the team/personnel that will be working directly with participating agencies as a potential result of this contract.

Click or tap here to enter text.

3. Describe any subcontractors that will provide products and or services under the potential resulting contract. Describe how your company plans to educate the subcontractor(s) on staying compliant with the solicitation.

Click or tap here to enter text.

4. Describe the sales process that your company will take with participating agencies. Describe how your company works with a participating agency to determine a make/model and any additional options to meet the agency needs.

Click or tap here to enter text.

5. Describe your proposed order process for this proposal and contract award. Describe the process from order placement, including methods, to receipt of order. Describe all steps in the process including communication touchpoints and notifications. Explain your delivery policy and lead time required from receipt of order to delivery.

Click or tap here to enter text.

6. Describe your payment terms to participating agencies.

Click or tap here to enter text.

7. Describe how issues with service, delivery, examination, and preparation are addressed with participating agencies.

Click or tap here to enter text.

8. Describe any warranty or protection plans offered to participating agencies.

Click or tap here to enter text.

9. Describe any “added value” attributes being offered to CPC and its participating agencies when purchasing services through your company. Describe any “value-adds” that are exclusive to CPC and the potential resulting contract.

Click or tap here to enter text.

10. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.

Click or tap here to enter text.

Exceptions & Deviations

1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.

Click or tap here to enter text.

2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications. Respondents must include the following when requesting exceptions:

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- A proposed alternative to meet the needs of participating agencies and the cooperative

Click or tap here to enter text.

References

Provide three (3) references that have purchased fleet vehicles from your company within the last two (2) years. References from the CPC’s tri-state area are preferred. A contact name, phone number and email will be required. *Ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may impact your evaluation.

Reference #1 – Company Name

Service/Product Purchased

Year of Purchase

Reference Contact

Phone

Email

Click or tap here to enter text.

Reference #2 – Company Name

Service/Product Purchased

Year of Purchase

Reference Contact

Phone

Email

Click or tap here to enter text.

Reference #3 – Company Name

Click or tap here to enter text.

Service/Purchase Purchased
Year of Purchase
Reference Contact
Phone
Email

Click or tap here to enter text.
Click or tap here to enter text.

Additional Requirements

As required by CPC, submit the following additional items as individual PDFs as outlined below:

1. Exhibit A – Marketing Plan – Name of Company

Submit any supplemental materials that outline your marketing plan as outlined in your previous response.

A marketing plan would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on the Vendor’s website.

2. Exhibit B – Letter/Line of Credit – Name of Company

Attach a letter from a business’s chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2020, 2019, 2018). This letter should state the line of credit as a range (i.e. “Credit in the low six (6) figures” or “a credit line exceeding six (6) figures”). The Letter/Line of Credit will be deemed “Confidential”. This letter/line of credit is a requirement to help determine the financial stability of the company. Other accepted financial reports include balance sheets, Profit & Loss statements for the last three calendar years, Dun & Bradstreet report, a complete Annual Financial Audit (for publicly traded companies). Failure to submit a form of financial health may deem your response as non-responsive.

Form C - Pricing Schedule Intro

***Please note this spreadsheet has multiple workbooks/tabs.**

Instructions. This spreadsheet contains multiple workbooks/tabs relating to this RFP. Please follow the directions found/listed on each workbook and complete the workbooks as they pertain to your company's offerings. All pages have been formatted to print to one page width, however, you may add additional lines as needed. Please note, each individual workbook will note if it's a required or optional form. Per the RFP terms and conditions, all workbooks listed as optional are considered a value-added attribute.

This spreadsheet contains the following workbooks/tabs:

Model/Make - Manufacturer Discount
Support Services
Volume Discounts

Model/Make - Manufacturer Discount - *required*

*Pricing detailed is for the "Base Price" MSRP prior to any options packages being added.
All options/packages must be added by the participating agency at the time of order.*

Support Services - *optional*

Enter all services that your company will offer.

Volume Discounts - *optional*

Enter any additional volume discounts that your company will offer.

Vendor Forms & Signatures

RFP #22.3 - Vehicles

Instructions

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "***Vendor Forms & Signatures - Name of Company***".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled "Vendor Forms & Signatures - Name of Company":

1. [Addendum Acknowledgement](#)
2. [Contract Offer & Award](#)
3. [Uniform Guidance "EDGAR" Certification Form](#)
4. [Subcontractor Utilization Form](#)
5. [Solicitation Checklist](#)

Addendum Acknowledgement

Instructions: Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received (check the box next to each addendum received):

- | | | | |
|-------------------------------------|----------------|-------------------------------------|----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input checked="" type="checkbox"/> | Addendum No. 5 |
| <input checked="" type="checkbox"/> | Addendum No. 2 | <input checked="" type="checkbox"/> | Addendum No. 6 |
| <input checked="" type="checkbox"/> | Addendum No. 3 | <input checked="" type="checkbox"/> | Addendum No. 7 |
| <input checked="" type="checkbox"/> | Addendum No. 4 | <input checked="" type="checkbox"/> | Addendum No. 8 |

I understand that failure to confirm receipt of addenda may cause for rejection of this response.

Authorized Signature

Date

Acknowledgment: I hereby acknowledge that no addenda were issued during this solicitation process. I understand that failure to confirm this acknowledgment may cause for rejection of this response.

Authorized Signature

Date

*Note, both sections on this form should not be signed.

Contract Offer & Award

Instructions: Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Business Name _____	Date _____
Address _____	City, State, Zip _____
Contact Person _____	Title _____
Authorized Signature _____	Title _____
Email _____	Phone _____

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Awarding Agency _____

Authorized Representative _____

Name Printed or Typed _____

Awarded this _____ **day of** _____ **Contract Number** _____

Contract to Commence _____

Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

Instructions: When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. The requirements of the 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 that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 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.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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). When required, the Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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 the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		

Name of Business

Signature of Authorized Representative

Printed Name/Title

Date

Subcontractor Utilization Form

Instructions: List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: _____
Solicitation Number: _____
Vendor Name: _____

If a subcontractor will not be used, check this box:

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase (www.publicpurchase.com). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

Your organization's uploaded proposal should include the following submitted and correctly labeled documents:

X	Document Title	How to be Submitted
	Certificate of Insurance – Name of Company	Submit as PDF
	Pricing Schedule – Name of Company	Submit as an Excel document
	Vendor Questionnaire – Name of Company	Submit as a PDF
	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. *Signatures Required
	Exhibit A - Marketing Plan - Name of Company	Submit as PDF
	Exhibit B - Letter/Line of Credit - Name of Company	Submit as PDF
	Additional Information <ul style="list-style-type: none"> • Business Type Certificate, if applicable. See Vendor Questionnaire (i.e. MBE, SBE). 	Submit as PDF

IMPORTANT: All items **must be** submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents **will not be accepted**. Double-check your uploaded documents for completion prior to submission.

Authorized Signature

Printed Name/Title

Date

From: [Public Purchase](#)
To: [Lisa Truax](#)
Subject: [External]Public Purchase - RFP #22.3 - Vehicles Closed Notification
Date: Tuesday, November 9, 2021 10:00:06 AM

Lisa M Truax:

The bid RFP #22.3 - Vehicles has closed on Nov 9, 2021 9:00:00 AM MST

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=148606>

Thank you for using Public Purchase.

MK= KsFMBvrhawdkljDYgAcBGQ==

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Notifications Report

Agency

Cooperative Purchasing Connection

Bid Number

148606

Bid Title

Vehicles

Vendor Name	State	Invitation	Date	Email
Allstate Peterbilt Group	WI	Classification	2021-10-11 10:19:16	jsemingson@wdlarson.com
Astleford International Trucks, Inc.	MN	Classification	2021-10-11 10:19:16	pmartin@astleford.com
Barkau Automotive	IL	Classification	2021-10-11 10:19:16	tkubly@barkauautomotive.com
Barnett Auto	MN	Classification	2021-10-11 10:19:16	joe@yahoo.com
Bob Fish	WI	Classification	2021-10-11 10:19:16	bhlembofish@hotmail.com
Boyer Ford Trucks	MN	Classification	2021-10-11 10:19:16	jbullerman@boyertrucks.com
DiverseID Products of Florida, LLC	MO	Classification	2021-10-11 10:19:16	martina.derra@diverseid.com
Dodge of Burnsville	MN	Classification	2021-10-11 10:19:16	jgerber@dodgeofburnsville.com
DUECO, Inc	WI	Classification	2021-10-11 10:19:16	bids@dueco.com
Duluth Dodge Inc	MN	Classification	2021-10-11 10:19:16	jopetrey@charter.net
Grafix Shoppe	MN	Classification	2021-10-11 10:19:16	dani@grafixshoppe.com
Hartland Fuel Products	WI	Classification	2021-10-11 10:19:16	jack.hunter@hartlandfuels.com
Henderson Products Inc	IA	Classification	2021-10-11 10:19:16	jtobin@hendersonproducts.com
Hy Gas Products Inc	SD	Classification	2021-10-11 10:19:16	john@fourseasonssportscenter.com
I 80 Equipment	IL	Classification	2021-10-11 10:19:16	digger@i80equipment.com
Ken Vance Motors	WI	Classification	2021-10-11 10:19:16	kevinklinkhammer@kenvance.com
LDV, inc.	WI	Classification	2021-10-11 10:19:16	mlynch@ldvusa.com
LDV, Inc.	WI	Classification	2021-10-11 10:19:16	awulfekuhle@ldvusa.com
NADA Scientific, Ltd.	NY	Classification	2021-10-11 10:19:16	support@nadascientific.com
Nelson Auto Center, Inc	MN	Classification	2021-10-11 10:19:16	mlarson@nelsonfleet.com
NEUVILLE MOTORS	WI	Classification	2021-10-11 10:19:16	chris.klein@neuvillemotors.com
River valley ford	WI	Classification	2021-10-11 10:19:16	Joe@rivervalleyford.com
Rosenbauer Minnesota, LLC	MN	Classification	2021-10-11 10:19:16	mgoldeman@rosenbaueramerica.com
Rush Truck Centers of Kansas, Inc.	KS	Classification	2021-10-11 10:19:16	beckerd@rushenterprises.com
Schmelz Countryside VW	MN	Classification	2021-10-11 10:19:16	jschmelz@saabvw.com
Truck Utilities	MN	Classification	2021-10-11 10:19:16	craigc@mail.truckutilities.com
Universal Truck Equipment, Inc.	WI	Classification	2021-10-11 10:19:16	sheryl@universaltruckequipment.com
Universal Truck Equipment, Inc.	WI	Classification	2021-10-11 10:19:16	donnie_ute@tcc.coop
White's Energy Motors	WY	Classification	2021-10-11 10:19:16	apopke@whitecars.com

Access Report

Agency Cooperative Purchasing Connection
 Bid Number 22.3
 Bid Title Vehicles

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
School Wholesale Supplies LLC	2021-10-12 12:30 AM CDT	2021-10-14 01:29 AM CDT	RFP #22.3 - Vehicles.pdf	
North America Procurement Council IMS	2021-10-15 04:39 AM CDT 2021-10-14 02:47 AM CDT	2021-10-15 04:39 AM CDT 2021-10-14 02:47 AM CDT		
Onvia	2021-10-11 01:32 PM CDT	2021-11-09 02:53 AM CST	RFP #22.3 - Vendor Forms & Signatures.pdf RFP #22.3 - Vendor Questionnaire.pdf RFP #22.3 - Pricing Schedule.pdf RFP #22.3 - General Terms and Conditions.pdf RFP #22.3 - Vehicles.pdf	
Dodge Data & Analytics SmartProcure	2021-10-11 09:27 PM CDT 2021-10-11 02:21 PM CDT	2021-11-11 11:31 PM CST 2021-10-11 02:22 PM CDT	RFP #22.3 - Vendor Forms & Signatures.pdf RFP #22.3 - Vendor Questionnaire.docx RFP #22.3 - Pricing Schedule.xlsx RFP #22.3 - General Terms and Conditions.pdf RFP #22.3 - Vehicles.pdf	
Universal Truck Equipment, Inc.	2021-10-11 12:40 PM CDT	2021-10-11 12:41 PM CDT	RFP #22.3 - Vehicles.pdf	
Nelson Auto Center, Inc	2021-10-11 05:15 PM CDT	2021-11-09 07:29 AM CST	RFP #22.3 - General Terms and Conditions.pdf RFP #22.3 - Vehicles.pdf RFP #22.3 - Vendor Forms & Signatures.pdf RFP #22.3 - Vendor Questionnaire.docx RFP #22.3 - Pricing Schedule.xlsx	2021-11-09 07:27 AM CST
Rosenbauer Minnesota, LLC	2021-10-11 12:23 PM CDT	2021-10-11 12:23 PM CDT	RFP #22.3 - Vehicles.pdf	

Opening Record

RFP #22.3 - Vehicles

November 10, 2021

9:00 AM

Request for Proposal

Date

Time

DocuSigned by:

Lisa Truax

9AB8C86EB0B9422...

DocuSigned by:

Mary Juliot

6719FAFF8E18498...

Lisa Truax, Procurement Solutions Coordinator

Mary Juliot, Marketing & Design Lead

Company Responding	Nelson Auto Center
Certificate of Insurance <i>Yes/No</i>	Yes
Pricing Schedule <i>Yes/No</i>	Yes
Vendor Forms & Signatures <i>Yes/No</i>	Yes
Vendor Questionnaire <i>Yes/No</i>	Yes
Exhibit A - Marketing Plan <i>Yes/No</i>	Yes
Exhibit B - Letter/Line of Credit <i>Yes/No</i>	Yes
Business Type Certificate <i>If applicable, submit as PDF</i>	
Other	
Qualified (Responsive) Respondent <i>Yes/No</i>	Yes

Cooperative Purchasing Connection
Tabulation Report RFP #22.3 - Vehicles
Vendor: Nelson Auto Center, Inc

General Comments: Please let me know if you have any questions or would like any further information. Thank you-Melissa Larson

General Attachments: Certificate of Insurance-Nelson Auto Center.pdf
Exhibit A Marketing Plan-Nelson Auto Center.pdf
Exhibit B- LetterLine of Credit-Nelson Auto Center.pdf **Confidential.**
Pricing Schedule-Nelson Auto Center.xlsx
Vendor Forms - Signatures-Nelson Auto Center.pdf
Vendor Questionnaire-Nelson Auto Center.pdf

All price lists on file;
request as needed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER North Risk Partners 622 Roosevelt Road Suite 240 St Cloud MN 56301-6363	CONTACT NAME: Anita Borgerding PHONE (A/C, No, Ext): (320) 253-1122 E-MAIL ADDRESS: anita.borgerding@northriskpartners.com	FAX (A/C, No): (855) 927-6655
	INSURER(S) AFFORDING COVERAGE	
INSURED Nelson Auto Center, Inc. PO Box 635 Fergus Falls MN 56538	INSURER A: Owners Ins. Co.	NAIC # 32700
	INSURER B: Auto-Owners Insurance Co.	18988
	INSURER C: First Dakota Indemnity Company	10351
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 21/22 Master Cert

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			08352622	05/01/2021	05/01/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input checked="" type="checkbox"/> Garage Liability						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY	\$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> OTHER:							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			5226258100	05/01/2021	05/01/2022	EACH OCCURRENCE	\$ 20,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 20,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC020-0045009-2021A	05/01/2021	05/01/2022	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y	N / A				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Garagekeeper Coverage			5170119001	05/01/2021	05/01/2022	Limit	800,000
							Deductible (Comp/Coll)	1,000/1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

FOR BIDDING PURPOSES ONLY NO OBLIGATION EXISTS TO NOTIFY THOSE SHOWN CANCELLATIO
NON-RENEWAL, CHG IN COVERAGE
OR OTHERWISE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Vendor Questionnaire

RFP #22.3 - Vehicles

Instructions

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled "***Vendor Questionnaire – Name of Company***".
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

The following sections will need to be completed before submission and submitted as one (1) single PDF titled "Vendor Questionnaire – Name of Company":

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [References](#)
7. [Additional Requirements*](#)

Company Information

Name of Company: Nelson Auto Center, Inc

Company Address: 2228 College Way/PO Box 338

City, State, Zip code: Fergus Falls, MN 56538-0338

Website: Nelsonfergusfalls.com

Phone: 218-998-8865 or 800-477-3013

Provide the following company contacts that will be working with this anticipated contract. Include name, email, and phone number(s).

	Name	Email	Phone
General Manager	Laurel Nelson	laurel@nelsonauto.center	218-998-8878
Contract Manager	Melissa Larson	mlarson@nelsonfleet.com	218-998-8865
Sales Manager	Melissa Larson	mlarson@nelsonfleet.com	218-998-8865
Marketing Manager	Mary Dolan	marydolan338@gmail.com	218-998-8878
Customer Service Manager	NA		
Account Manager(s)	Melissa Larson Jessica Patelski	mlarson@nelsonfleet.com jpatelski@nelsonfleet.com	218-998-8865 218-998-8827

List who will be responsible for receiving updated participation lists.

Name	Email	Phone
Melissa Larson	mlarson@nelsonfleet.com	218-998-8865

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone
Melissa Larson	mlarson@nelsonfleet.com	218-998-8865

List who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone
Melissa Larson	mlarson@nelsonfleet.com	218-998-8865

Identify any business types/classifications that your company holds. *Submit documentation in PDF format to verify business status (see bid checklist).

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

Qualifications & Experience *(20 points)*

1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).

Brent and Laurel Nelson opened Nelson Ford in 1992. In 2001 they opened Nelson Dodge GMC just a short distance away. In 2008, after major construction and additions, they brought all the franchises under one roof and became known as Nelson Auto Center, Inc.

Nelson Auto Center offers a full line of new and used vehicles for both Retail and Fleet customers, a highly trained and certified Service Department and Parts Department. The Fleet Department has approximately 26 years of experience working in the automotive business and specializes primarily in Government Fleet Sales and Contracts.

2. Provide evidence of what your company is doing to remain viable in the industry.

Describe your customer retention (i.e. customers who are served that continue to be repeat customers).

Nelson Auto Center and affiliates offer a full line of Ford, Lincoln, Chrysler, Dodge, Ram, Jeep, GMC and Chevrolet products and services. Our staff is prepared to work with agencies to help them purchase the proper vehicle/s to fit their needs. We can offer advice, provide technical data (such as towing capacities, GVWR, payload, horse power, torque, etc.) and source specialty equipment (mobility upfits, utility bodies, snow plows etc.).

We have several customers that that have been purchasing from us for as long as I have worked here. There are many who have expressed that they will purchase from us, even at times when we can't beat a competitor's price because they trust that we will go above and beyond to make sure we handle everything correctly and with care. We strive to make the purchasing process as easy as possible for our customers so it is one less thing for them to worry about.

3. Describe the number of agencies in the tri-state area that your organization, on average, provides fleet vehicles for each year.

280

4. Provide a list of other contracts your organization has in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?

Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

We currently have contracts in place with the State of North Dakota for some models of pickups, SUV's and vans.

We do not have any other contracts than these.

Marketing & Partnership *(20 points)*

1. Describe how your company will position and propose to support CPC and its participating agencies in regards to program growth.

Nelson Auto Center will actively inform customers about the contract, walk them through the purchasing process and share CPC contact information. We will also attend trade shows and conferences in an effort to reach potential customers in areas that are not as familiar with the contract and its benefits.

2. Describe and submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on your organization's website. You can submit any support materials as Exhibit A - Marketing Plan.

See Exhibit A

3. Describe how your company will position this contract to CPC's participating agencies if awarded.

We will promptly respond to customer requests and help them with any questions they may have. We will attend trade shows and conferences to make ourselves more visible. We are happy to do this both on our own as well as in partnership with CPC.

4. Describe how you plan to inform and train company personnel on the contract terms and conditions, details and promotion of the contract. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.

The contract manager will carefully train and monitor all account managers working on this contract. Our team will advertise, attend conferences/tradeshows and communicate one on one with potential customers to inform them of the many benefits of the CPC contract. Our experienced Fleet Department Staff will work with you Marketing Director as needed to prepare digital and printed marketing materials.

Financials & Level of Support (10 points)

1. Describe the percentage of your company's revenue, by category (city/county/government, K12 education, higher education) that is derived from fleet vehicle sales on an annual basis.

- City, County, Other Government-78.5%
- K-12 Education-16.3%
- Higher Education-.1%
- Non-government-5.1%

2. Indicate the level of support your company will offer on this contract category.

- Pricing is better than what is offered to individual educational agencies.
- Pricing is better than what is offered to cooperative educational agencies.
- Other, please describe

If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:
or tap here to enter text.

3. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?

- Yes*
- No*

If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.

A criminal investigation was performed in the Spring of 2017 in relation to concerns that were brought forth relating to the State of MN Ford Police Interceptor contract. A former fleet manager was charged and the case is now closed. This person is no longer an employee of Nelson Auto Center and Nelson Auto Center is not involved in any criminal litigation that was pursued after the investigation was complete.

In September of 2019, a Whistle Blower(Qui Tam) suit was filed in civil court naming the former fleet manager, Nelson Auto Center, Inc and all Fleet Employees that worked at Nelson Auto's Fleet Department when the criminal action was filed against former fleet manager, Gerald Worner. This is the same Qui Tam civil litigation we informed you about when it was commenced. The suit was filed by whistle blower, Steven Kleiber, in an effort to be awarded money for his role in bringing forth the charges and conviction of Gerald Worner, former fleet manager. Please note that this Qui Tam suit was not joined by ANY of the various governmental entities that were named victims in the referenced criminal litigation, even though the government entities had a right to join in.

The Defendants, Nelson Auto and the named individuals moved to have the case dismissed on the pleadings at the trial court level. The trial court dismissed the action against the defendants finding in part that all issues had been resolved

through a binding arbitration award between Nelson Auto Center, Inc and the State of Minnesota. That dismissal was then appealed by Klieber and his attorney to the Minnesota Court of Appeals. During that appeal, the parties agreed to enter mediation to reach an agreed upon settlement. All parties agreed to enter into a settlement to bring the matter to a final resolution. We would like to note that settlement on our part was very difficult to do given the fact that the matter had been previously resolved and dismissed by the trial court. We entered into the settlement to stop the ongoing extreme cost of defending the action and to stop the unproductive time dealing with the money grab by the plaintiff and his attorney. If you want further details on any of the referenced matters please let me know.

4. Has your company been disbarred and or suspended in doing business within the United States?

_____ *Yes* X *No*

If YES, list what states, the reason for debarment and/or suspension, and its effective dates.

Click or tap here to enter text.

Industry-Specific Information (50 points)

1. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, technology, and product line.

One of the biggest ways Nelson Auto Center is different than our competitors is that we have a dedicated Fleet Department that specializes in Government Sales. Most dealerships only have Retail and Commercial Fleet sales staff. Many dealerships do not even know that there are special incentives available for government entities or how to handle vehicle contracts. Another way we are different is that we have multiple franchises so we are able to sell various brands to our customers so they do not have to go to two or more different dealers to get the product they want.

Our Fleet Department employees have many years of experience and work closely together as a team to make sure we are quoting vehicles accurately, fully following through the ordering and delivery process and communicating with our customers. We sell are continuously doing training to stay on top of our brands and product changes. We also have many years of experience selling all types of vehicles, including cars, pickups, SUV's, vans, trucks and vehicles with upfitting such as snow plows, contractor bodies, bucket lifts, utility bodies, police vehicles, mobility vans, etc.

2. Describe the team/personnel that will be working directly with participating agencies as a potential result of this contract.

Our Fleet Department consists of 4 individuals who will all be working to support each sale to participating agencies. These employees handle the sales and delivery coordination. There are many other support staff that do not work directly with the participating agencies.

3. Describe any subcontractors that will provide products and or services under the potential resulting contract. Describe how your company plans to educate the subcontractor(s) on staying compliant with the solicitation.

Products provided by subcontractors will depend on the request of the CPC participating agency. For example: police vehicle partitions, lights, sirens, utility bodies and snow plows.

The contract manager will communicate the requirements of the contract to subcontractors and monitor to ensure that everything is compliant.

4. Describe the sales process that your company will take with participating agencies. Describe how your company works with a participating agency to determine a make/model and any additional options to meet the agency needs.

Our process would be to ask them what the intended use of the vehicle is and if they have a preference for a type of vehicle. We would advise them to consider such things as towing, passenger capacity, cargo space requirements, interior options, fuel economy, etc. Once we identify their needs, we inform the customer of the choices that are available the meet their requirements/needs. Beyond identifying the customers wants/needs for each vehicle, we also consider how soon they need to put their vehicle into service, if they require assistance with financing and make sure we are compliant with laws that determine such things as legal towing capacities and passenger limits.

5. Describe your proposed order process for this proposal and contract award. Describe the process from order placement, including methods, to receipt of order. Describe all steps in the process including communication touchpoints and notifications. Explain your delivery policy and lead time required from receipt of order to delivery.

When the customer has approval and is ready to move ahead with ordering, we are happy to accept a copy of the signed quote or a purchase order, whichever they prefer. Once we receive the purchase order/signed quote, we will submit the order to the manufacturer via our online order bank. We monitor the status of each order until we receive the vehicle and provide periodic updates on the status as desired by the purchaser. If any vehicle is taking longer than anticipated, we will keep the purchaser informed. Once the vehicle arrives, we inspect it to be sure that it is properly built per order and is free of transportation damage. It is then looked over by a technician in our Service Department and a Pre-Delivery Inspection is performed. After PDI, our detail department cleans and preps the vehicle for delivery. Prior to delivering to the agency, our staff inspects the vehicle to ensure that all dealer installed equipment has been properly installed. At this point, our coordinator will set up a time that is convenient for the end user to take delivery of the vehicle. We then have the delivery person make a final walk around each vehicle prior to departure. Once the vehicle is at the ordering agency, we ask that each vehicle is inspected by someone at the end user's location or drop ship location. Lead times vary by vehicle type, and manufacturers' schedules. Typically most vehicles arrive in about 90 days from order to delivery. However, we are currently experiencing longer lead times due to the global microchip shortage.

6. Describe your payment terms to participating agencies.

Net 30 days; add daily interest at 1.5%/month for payments received beyond 30 days after delivery.

7. Describe how issues with service, delivery, examination, and preparation are addressed with participating agencies.

Each situation that arises is unique however we strive to work quickly to resolve any issues that may occur.

8. Describe any warranty or protection plans offered to participating agencies.

The vehicles we sell are all covered by the standard factory warranties and can be taken to any certified dealership for warranty repair. Each manufacturer does offer a wide range of extended warranty options.

9. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company. Describe any "value-adds" that are exclusive to CPC and the potential resulting contract.

Nelson Auto Center's Fleet Department staff have approximately 26 years' experience working in the automotive industry. We have personnel who primarily specialize in Government Fleet Sales and understand the proper handling of government contracts and pricing. We have administered many contracts (including the MSC/CPC contracts) over the years. We sell hundreds of vehicles annually, and are well qualified to handle the vehicle needs of MSC members. Our experience in dealing with a wide variety of vehicles for many different types of applications, allows us to help any customer. Whether it be a school in need of a 10 passenger van, a county looking to purchase several police vehicles or a fully upfitted dump truck, we can meet their needs. Our staff will visit with CPC members by phone or in person, send information by mail or email for review, direct members to information on websites (those of manufacturers or suppliers of aftermarket specialized bodies and equipment, etc.) and counsel the member in making the best selection for their needs. Our Fleet Department personnel also have very strong working relationships with our manufacturers. We attend regular product meetings and when relevant, can advise our customers of changes that will be occurring that may affect future purchases.

10. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.

Nelson Auto Center will perform a self-audit each quarter.

5% of the deals from the contract will be randomly selected for audit and those documents will be taken out of the Fleet Department. The audit will be performed by accounting personnel, overseen by the comptroller and independent of the Fleet Department.

Exceptions & Deviations

1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.

Click or tap here to enter text.

2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications.

Respondents must include the following when requesting exceptions:

- **RFP section number and page number**
- **Describe the exception**
- **Explanation of why this is an issue**
- **A proposed alternative to meet the needs of participating agencies and the cooperative**

RFP #22.3 Vehicles document

Page 10 Vehicles, Equipment and Supplies

- 5 b. All Costs associated with the voluntary and involuntary equipment and product recalls shall be borne by the manufacturer.

Page 11 Pricing

- 9 Our best price to CPC agencies will be better than our prices to any other consortium, given the same conditions.

General note regarding vehicle availability

Due to the global microchip shortages many of the 2022 model year vehicle lines have already cut off ordering. Therefore, we have not included pricing for these vehicles. If awarded, we would like to add the rest of the vehicle lines when they are available.

References

Provide three (3) references that have purchased fleet vehicles from your company within the last two (2) years. References from the CPC's tri-state area are preferred. A contact name, phone number and email will be required. *Ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may impact your evaluation.

Reference #1 – Company Name	City of Fargo
Service/Product Purchased	Various Vehicles
Year of Purchase	Yearly for more than 10 years
Reference Contact	Tanner Smedshammer
Phone	701-241-1460
Email	Tanner.smedshammer@fargond.gov

Reference #2 – Company Name	Otter Tail County
Service/Product Purchased	Police Vehicles
Year of Purchase	Yearly for more than 10 years
Reference Contact	Greg Seim/Jim Stewart
Phone	218-367-6304
Email	gseim@co.ottertail.mn.us

Reference #3 – Company Name	City of Austin, MN
Service/Purchase Purchased	Various Police Vehicles
Year of Purchase	Yearly since 2017
Reference Contact	Chad Norman
Phone	507-437-9400
Email	Chadn@co.mower.mn.us

Additional Requirements

As required by CPC, submit the following additional items as individual PDFs as outlined below:

1. Exhibit A – Marketing Plan – Name of Company

Submit any supplemental materials that outline your marketing plan as outlined in your previous response.

A marketing plan would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on the Vendor's website.

2. Exhibit B – Letter/Line of Credit – Name of Company

Attach a letter from a business's chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2020, 2019, 2018). This letter should state the line of credit as a range (i.e. "Credit in the low six (6) figures" or "a credit line exceeding six (6) figures"). The Letter/Line of Credit will be deemed "Confidential". This letter/line of credit is a requirement to help determine the financial stability of the company. Other accepted financial reports include balance sheets, Profit & Loss statements for the last three calendar years, Dun & Bradstreet report, a complete Annual Financial Audit (for publicly traded companies). Failure to submit a form of financial health may deem your response as non-responsive.

Vendor Forms & Signatures

RFP #22.3 - Vehicles

Instructions

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "***Vendor Forms & Signatures - Name of Company***".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled "Vendor Forms & Signatures - Name of Company":

1. [Addendum Acknowledgement](#)
2. [Contract Offer & Award](#)
3. [Uniform Guidance "EDGAR" Certification Form](#)
4. [Subcontractor Utilization Form](#)
5. [Solicitation Checklist](#)

Addendum Acknowledgement

Instructions: Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received (check the box next to each addendum received):

- | | | | |
|-------------------------------------|----------------|-------------------------------------|----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input checked="" type="checkbox"/> | Addendum No. 5 |
| <input checked="" type="checkbox"/> | Addendum No. 2 | <input checked="" type="checkbox"/> | Addendum No. 6 |
| <input checked="" type="checkbox"/> | Addendum No. 3 | <input checked="" type="checkbox"/> | Addendum No. 7 |
| <input checked="" type="checkbox"/> | Addendum No. 4 | <input checked="" type="checkbox"/> | Addendum No. 8 |

I understand that failure to confirm receipt of addenda may cause for rejection of this response.

Authorized Signature

Date

Acknowledgment: I hereby acknowledge that no addenda were issued during this solicitation process. I understand that failure to confirm this acknowledgment may cause for rejection of this response.

Melissa Larson

Authorized Signature

Date

*Note, both sections on this form should not be signed.

Contract Offer & Award

Instructions: Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Business Name _____	Date _____
Address _____	City, State, Zip _____
Contact Person _____	Title _____
Authorized Signature <u>Melissa Larson</u>	Title _____
Email _____	Phone _____

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Awarding Agency _____

Authorized Representative _____

Name Printed or Typed _____

Awarded this _____ **day of** _____ **Contract Number** _____

Contract to Commence _____

Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

Instructions: When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. The requirements of the 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 that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 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.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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). When required, the Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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 the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By **initialing the table (1-12)** and **signing below**, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		

Name of Business

Melissa Larson

Signature of Authorized Representative

Printed Name/Title

Date

Subcontractor Utilization Form

Instructions: List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: _____
Solicitation Number: _____
Vendor Name: _____

If a subcontractor will not be used, check this box:

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase (www.publicpurchase.com). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

Your organization's uploaded proposal should include the following submitted and correctly labeled documents:

X	Document Title	How to be Submitted
	Certificate of Insurance – Name of Company	Submit as PDF
	Pricing Schedule – Name of Company	Submit as an Excel document
	Vendor Questionnaire – Name of Company	Submit as a PDF
	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. *Signatures Required
	Exhibit A - Marketing Plan - Name of Company	Submit as PDF
	Exhibit B - Letter/Line of Credit - Name of Company	Submit as PDF
	Additional Information <ul style="list-style-type: none"> • Business Type Certificate, if applicable. See Vendor Questionnaire (i.e. MBE, SBE). 	Submit as PDF

IMPORTANT: All items **must be** submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents **will not be accepted**. Double-check your uploaded documents for completion prior to submission.

Melissa Larson

Authorized Signature

Printed Name/Title

Date

NOVEMBER 8, 2021



www.nelsonfergusfalls.com
(218) 998-8878

MARKETING PLAN

CPC CONTRACT

PRESENTED BY: MELISSA LARSON
NELSON AUTO CENTER
2228 COLLEGE WAY, FERGUS FALLS MN 56538-0338

MARKETING PLAN

PLAN OVERVIEW

Practice:	Name
Name of Campaign:	CPC Contract
Campaign Manager:	Melissa Larson

OBJECTIVE

To describe how Nelson Auto Center plans to market the CPC contract.

TARGET MARKET

Current and potential agencies in Minnesota, North Dakota, South Dakota and Montana.

PROJECT PLAN

1. PROCESS ON HOW THE CONTRACT WILL BE LAUNCHED TO CURRENT AND POTENTIAL CUSTOMERS.

Since Nelson Auto Center has had the privilege of being the vendor for this contract for the last several years, we would continue to strive for excellence in a number of ways.

- market the contract on our website
- place print ads that are targeted to government agencies
- visit directly with customers, informing them of the contract and helping them through the purchasing process.
- work in partnership with CPC
- send focused emails and/or
- attend conferences and trade shows as a vendor

2. ABILITY TO PRODUCE AND MAINTAIN FULL COLOR PRINT ADVERTISEMENTS IN CAMERA READY ELECTRONIC FORMAT, INCLUDING COMPANY LOGOS AND CONTACT INFORMATION.

Nelson Auto Center has a team that works on marketing and advertising. They are continually marketing in multiple formats including digital, print, video/TV and radio ads. They have a variety of material that is always available including our company logo and contact information. All three manufacturers also provide marketing support.

3. ANTICIPATED CONTRACT ANNOUNCEMENTS

If awarded, our plan would be to post the announcement on our company website, announce it through social media and directly to customers who have reached out to us. We would also work in conjunction with CPC with types of announcements such as focused emails, CPC's social media and/or other avenues in which CPC finds beneficial.

4. PLANNED ADVERTISEMENTS

Nelson Auto Center's Fleet Department is continually watching for the best advertising opportunities that will reach out targeted audience. We do not next ads lined up yet but it will likely be in a publication that is focused on government agencies. Our primary focus is reaching potential agencies in areas that are not as familiar with the CPC contract and its benefits. Our goal is to continue to grow the contract not only for Nelson Auto Center but for CPC and other vendors.

5. INDUSTRY PERIODICALS

Ford, GM and Stellantis(formally FCA) have websites for their Fleet based customers where agencies can sign up to receive newsletters and notifications of information related to Fleet vehicles and ordering. Our Fleet Department is always monitoring this information as well and passing it along to agencies as needed.

6. HOW CONTRACT AWARD WILL BE DISPLAYED ON COMPANY WEBSITE

If awarded Nelson Auto Center will list the contract on our company website with a brief description of what the contract is, a link to our vendor page and Fleet Department Contact information for anyone wishing to reach out to us for quotes or questions.

From: [Melissa Larson | Fleet Dept](#)
To: [Lisa Truax](#)
Subject: [External]RE: RFP #22.3 - Vehicles - Follow Up Questions
Date: Tuesday, November 16, 2021 8:34:37 AM
Attachments: [image001.png](#)
[image002.png](#)

Good morning Lisa,

Here are the answers to your questions:

- In your response, you state that Nelson Auto Center holds a contract with the State of North Dakota.

- How does the state contract pricing compare to what is being offered to CPC?

Currently due to higher manufacture's incentives that are offered to the State of ND, the vehicles that ND does have on contract will be at a lower price. However, ND only bids specific vehicles that they will need for their state agencies so there are a limited number of vehicles on contract. Separately, ND usually does not roll over their contracts but instead chooses to rebid them each year. This is where CPC's contract tends to excel because the contract is rolled over from one model year to the next (for up to 4 years) and the manufacturers typically offer better incentives to keep the vehicles on contract.

- If awarded, when working with ND clients, which contract with Nelson Auto lead with?

If awarded, we will strive to help each customer the best that we can. If a customer calls and does not request any particular contract, it would be our practice to listen to their needs and counsel them from there. ND has limited vehicles on contract so many times, CPC would be the only contract available to serve their needs. In that case, we would automatically steer them towards the CPC contract.

If it is a situation where the State of ND contract happens to have a lower price, we would make sure to inform the customer of the benefits of the CPC contract. One of the factors that many agencies like about the CPC contract is that some of the money they are spending is coming directly back into their communities. It is a way great way to benefit their local area even when the purchase is being made through a dealership that is out of state. CPC also allows us to drop ship into other dealers if that is something that is important to the end user. They are able to show support of a local dealer of their choice even when that dealer does not have a competitive contract in place.

If an agency contacts us and is specifically requesting the NDESC/CPC contract, we will only discuss pricing related to this contract.

Thank you for much for allowing me to elaborate on this topic. Please let me know if there are any additional questions.

Melissa Larson

Commercial & Government Fleet Manager

Nelson Auto Center, Inc.

c/o PO Box 338

Fergus Falls, MN 56538-0338

Phone (218)998-8878 or 800-477-3013 ext 8865

From: Lisa Truax <ltruax@lcsc.org>
Sent: Friday, November 12, 2021 3:00 PM
To: Melissa Larson | Fleet Dept <Mlarson@NelsonFleet.com>
Cc: Lisa Truax <ltruax@lcsc.org>
Subject: RFP #22.3 - Vehicles - Follow Up Questions

Melissa,

Upon review from the evaluation committee, the committee has the following questions they would like clarified:

- In your response, you state that Nelson Auto Center holds a contract with the State of North Dakota.
 - How does the state contract pricing compare to what is being offered to CPC?
 - If awarded, when working with ND clients, which contract with Nelson Auto lead with?

Please review and respond to this email, placing your response in a bold and highlighted font.

A response is needed by 1 p.m. CT on Tuesday, November 16, 2021.

Lisa Truax



Lisa M. Truax
Procurement Solutions Coordinator
218.737.6535 (direct) | 888.739.3289
www.purchasingconnection.org



CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

	Reference #1	Reference #2	Reference #3
Has your agency purchased a vehicle(s) from Nelson Auto Person Completing This Survey, include	Yes	Yes	
Name	Chad Norman	Tanner Smedshammer	
Title	Patrolman/Fleet Manager	Fleet Purchasing Manager, City of Fargo	
Agency/Company	Austin Minnesota Police Department	Tanner.Smedshammer@FargoND.gov	
Email Address	Chadn@co.mower.mn.us	701.241.1460	Did Not Complete the Reference Survey
Phone Number	507 251 3941		
Did the vendor and their staff meet your agency/company's requested needs?	Yes	Yes	
Has the work of the Vendor been consistently thorough, acceptable, & professional?	Yes	Yes	
Did the Vendor respond to your agency/company's needs in a timely manner?	Yes	Yes	
Have or were there any problems with this Vendor's work or cond	No	No	
Was the attitude of the Vendor and their staff friendly and hel	Yes	Yes	
Were there any disputes regarding their wo	No	No	
Would you have for any reason to not contract with this Vendor in the future s you have the opportunity?	No	No	
Please rate the Vendor's overall job performanc	5	5	
Other Comments....	Melissa Larson has always been very helpful. She knows the products well and is always available when needed.		



Evaluation Committee Report RFP #22.3 - Vehicles

Description of Solicitation

CPC issued a Request for Proposal (RFP) for Vehicles on October 11, 2021. The intent of the solicitation is to secure an experienced Vendor(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of quality, current make/model manufactured vehicles, upfitting products and services, at consortium level discounted pricing..

The solicitation was due on Tuesday, November 9, 2021. Thereafter, CPC conducted and followed its opening procedures and confirmed if the responding Vendors were deemed responsive or non-responsive.

Summary of Evaluation Committee Activity

The members of the Evaluation Committee were Dawn Anderson, Manager of Educational Finance; Jerome Evans, CPC Program Representative; and Lori Mittelstadt, CPC Finance Assistant.

One (1) proposal, Nelson Auto Center, was received by the submission deadline. The proposal was reviewed for compliance with the mandatory requirements set forth in the RFP. The proposal was found to be compliant and deemed responsive; the Evaluation Committee was able to conduct their technical evaluation the week of November 15, 2021, and the pricing evaluation during the week of November 29, 2021.

Evaluation Scoring Results

Refer to the attached Master Score Sheet, listed as Exhibit A.

Evaluation Committee Discussion & Overview

Upon review of the Vendor's response, the evaluation committee did require clarifications regarding the Vendors' response.

The evaluation committee agreed on the following:

1. The Vendor has done significant business with government and fleet sales. More in-depth information on viability in the industry, repeat customers (who are they and why do they repeat) would have been appreciated.
2. The Vendor's marketing plan was forward thinking, however, lacked clarity if the marketing initiatives would be collaborative or conducted on their own. Offered ability to attend trade shows and conferences and promotion of the contract with advertisements in areas needing more attention.
3. The Vendor has strong sales in the city/county segment. The committee would like to see an increase in other segments, but understand that other markets may not offer extended fleet options to employees.
4. The Vendor provided clear information on past legal issues and litigation.
5. The Vendor has a dedicated fleet/government department that acts separately from regular "street" customers.
6. The Vendor has a strong relationship with its manufacturers and their governmental sales teams.

7. The Vendor provides thorough customer service via communication, updates, and ability to monitor vehicle orders through its online order bank.
8. The Vendor inspects all vehicles upon receipt from the manufacturer. The Vendor also provides a walk through final inspection with buying agency during pickup/delivery.
9. The Vendor will provide availability to all potential makes/models from a manufacturer.
10. The Vendor has proposed to add additional manufacturers when 2022 and 2023 price lists become available. Due to the current pandemic and issue with microchips, additional manufacturers that the Vendor represents did not have available price options and price concessions available at the time of the solicitation.
11. The Vendor did spike some concern with regard to representing and holding multiple contracts.

Recommendation

After analysis of the Vendor's proposal, the Evaluation Committee recommends that the contract be awarded to Nelson Auto Center.

DocuSigned by:
Dawn Anderson
CC74634A4130483...

Dawn Anderson
Manager of Educational Finance

DocuSigned by:
Jerome Evans
D76B5DE7CED34A5...

Jerome Evans
CPC Program Representative

DocuSigned by:
Lori Mittelstadt
48D2E03F59EF456...

Lori Mittelstadt
CPC Finance Assistant

DocuSigned by:
Lisa Truax
9AB8C86EB0B9422...

Lisa Truax, RFP Facilitator
Procurement Solutions Coordinator

1 Attachment/Exhibit A
Scoring Spreadsheet

cc: Procurement File

Exhibit A

December 7, 2021

Nelson Auto Center, Inc.
Attn: Melissa Larson, Fleet Sales Manager
2228 College Way, PO Box 338
Fergus Falls, MN 56538

Award Decision, RFP #22.3 - Vehicles

Dear Melissa Larson:

The Cooperative Purchasing Connection (CPC), using the criteria outlined in the Request for Proposal (RFP), have completed their review of the proposals received. Evaluation criteria included qualifications and experience, quality and variety of product selection, pricing, services and support, and ease of ordering.

We are pleased to announce that your proposal received the recommendation for award. This decision is subject to the approval of the Cooperative Purchasing Connection and the North Dakota Educators Service Cooperatives Boards of Directors and the successful negotiation of a mutually acceptable contract.

I will be contacting you soon to finalize a contract for the awarded goods and/or services. Thank you for submitting your proposal; the Cooperative Purchasing Connection looks forward to working with you.

Regards,



Lisa M. Truax | Procurement Solutions Coordinator
Cooperative Purchasing Connection

CC: Procurement File



Contract Offer & Award

Instructions: Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

Part I: Vendor

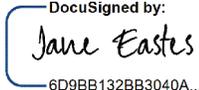
In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Business Name	<u>Nelson Auto Center, Inc</u>	Date	<u>11/6/2021</u>
Address	<u>2228 College Way/PO Box 338</u>	City, State, Zip	<u>Fergus Falls, MN 56538-0338</u>
Contact Person	<u>Melissa Larson</u>	Title	<u>Fleet Sales Manager</u>
Authorized Signature	<u>Melissa Larson</u>	Title	<u>Fleet Sales Manager</u>
Email	<u>mlarson@nelsonfleet.com</u>	Phone	<u>218-998-8865</u>

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Awarding Agency Cooperative Purchasing Connection / North Dakota Educators Service Cooperative

Authorized Representative  6D9BB132BB3040A...

Name Printed or Typed Jane Eastes, Deputy Executive Director

Awarded this 7th **day of** December, 2021 **Contract Number** 22.3 - NAC

Contract to Commence January 1, 2022