

**COOPERATIVE PROCUREMENT CONTRACT BETWEEN
THE CITY OF SAN DIEGO
AND NAUMANN/HOBBS MATERIAL HANDLING OF CALIFORNIA FOR
MITSUBISHI LOGISNEXT AMERICAS, INC. (FORMERLY KNOWN AS
MITSUBISHI CATERPILLAR FORKLIFT AMERICA INC.) FORKLIFTS AND LIFT
TRUCKS WITH RELATED SERVICES**

I. RECITALS

A. San Diego Municipal Code (SDMC) section 22.3208 authorizes the City of San Diego, a municipal corporation (City), to use a cooperative procurement contract awarded by another agency where the City's Purchasing Agent certifies in writing that the cooperative procurement contract is in the City's best interests, to the City's economic advantage, and the agency's contract was awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager.

B. The Sourcewell (Agency), formerly known as National Joint Powers Alliance, issued a Request for Proposal (RFP) Number 091520 for FORKLIFTS AND LIFT TRUCKS WITH RELATED SERVICES by posting the solicitation on at least five (5) websites, to include the Agency's website (Sourcewell), and by advertising in four (4) newspapers of general circulation at least ten (10) days before the bid or proposal was due.

C. On November 2, 2020, based on the results of the competitive process, Agency awarded a contract with Mitsubishi Logisnext Americas, Inc. (formerly known as Mitsubishi Caterpillar Forklift America Inc.) and executed the RFP Number 091520 for Forklifts and Lift Trucks with Related Services Contract with Mitsubishi Caterpillar Forklift America Inc., identified as Sourcewell RFP Number 091520-MCF, cumulatively referred to as the "Agency Agreement", attached as Exhibit 1; and

D. On April 10, 2022, the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.

E. Naumann/Hobbs Material Handling of California (NHMH) (Contractor) has agreed to provide to City the same pricing offered to Agency for the procurement of Forklifts and Lift Trucks with Related Services consistent with the terms and conditions in the Agency Agreement except as modified herein. The parties agree and acknowledge that no consulting services will be procured under this Contract as defined in SDMC section 22.3003.

F. This contract is to purchase forklifts in various sizes ranging from 3,000lbs to 40,000lbs. The range of weight rating is most compatible with the City's forklift fleet currently in service.

G. As of the date of execution of this Contract, Contractor is known and understood to be an authorized distributor of Mitsubishi Logisnext Americas, Inc. and is the City's authorized distributor for the purpose of this contract. Mitsubishi Logisnext Americas, Inc. represents that the authorized distributor for the City is Contractor, and that the City must purchase the goods and services through Contractor. As allowed under the Contract Documents,

which include the Agency Agreement, Contractor will provide the goods and services to be procured under this Contract. Pursuant to the Agency Agreement at Article Two Section C. Dealers, Distributors, and/or Resellers, authorized distributors are allowed. Contractor represents it is authorized to execute and sign this Contract as an authorized distributor of Mitsubishi Logisnext Americas, Inc. for the City. As an authorized distributor of Mitsubishi Logisnext Americas, Inc., Contractor is authorized to utilize the Sourcewell RFP #091520-MCF Contract and its pricing to meet the needs of the City.

II. GENERAL PROVISIONS

In consideration of the above recitals and mutual covenants and conditions set forth in this Contract, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Contractor hereby agree to the terms and conditions as set forth in the Agency Agreement with the exception of the following modifications:

1. **Incorporation.** This Contract shall fully incorporate the Recitals which the parties agree are true and correct.
2. **Effective Date.** This Contract is effective on the last date that this Contract is signed by City and Contractor and approved by the City Attorney through October 26, 2024, with up to an (1) additional one-year period, which may be exercised at the City's sole and absolute discretion subject to the restrictions in San Diego Charter section 99 and provided that Agency exercises its one (1) year option within its Agency Agreement. City, through the Mayor or his designee, may exercise the option by written notice to Contractor sent thirty (30) days prior to the expiration of the current term. The total duration of this Contract, including the exercise of any options under this section, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance.
3. **Early Termination.** Contractor must provide written notice within ten (10) calendar days of the date in which the Agency Agreement is terminated to the Contract Administrator identified in Section III, below. Such written notice must explain the basis for termination and the date upon which the termination is effective. Early termination of the Agency Agreement by Agency or Mitsubishi Logisnext Americas, Inc. (formerly known as Mitsubishi Caterpillar Forklift America Inc.), or failure by Agency to exercise an option to extend the Agency Agreement, shall not in any way affect the existence of this Contract.
4. **Compliance with Controlling Laws.** Contractor shall comply with all applicable local, state, and federal laws and regulations. In addition, Contractor shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.
5. **Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.
6. **Jurisdiction and Venue.** The venue for any suit concerning this Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

7. Modifications. The modifications described in Exhibit 2, which is attached hereto and incorporated herein by reference, shall affect only the page(s) and section(s) and terms and conditions referred to therein. All other terms and conditions of the Agency Agreement shall be in full force and effect as to City and Contractor as incorporated in this Contract.

III. CONTRACT ADMINISTRATOR

1. Contract Administrator. The Department of General Services, Fleet Operations Division (Division) is the Contract Administrator for this Contract. Contractor shall provide the Goods and Services under the direction of a designated representative of the Division as follows:

Fleet Operations Division
Attention: Donny Nguyen
2740 Caminito Chollas
San Diego, CA 92101
(619) 527-7594
DQNguyen@sandiego.gov

2. Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice shall be effective on the date of personal delivery or five (5) days after deposit in the United States postal mailbox. Notices shall be sent to:

Purchasing and Contracting Department
Attention: Tammy Ferguson
1200 3rd Avenue – Suite 200
San Diego, CA 92101
tferguson@sandiego.gov
(619) 236-6043

IV. COMPENSATION

1. City shall pay Contractor for the goods or services provided in accordance with this Contract in an amount not to exceed \$3,000,000. Contractor is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this Contract is amended in writing duly executed by City and Contractor increasing this not-to-exceed amount.

2. Annual Appropriation of Funds. Contractor acknowledges that the contract term may extend over multiple City fiscal years and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

V. CONTRACT

1. Contract Documents. This Contract consists of this Contract and its Exhibits; the Sourcewell’s Solicitation Number 091520 for the procurement of Forklifts and Lift Trucks with Related Services; the Mitsubishi Logisnext Americas, Inc.’s (formerly known as Mitsubishi Caterpillar Forklift America Inc.) Response to Solicitation (including all Specifications and the Proposer’s Affidavit); and the Sourcewell RFP Number 091520-MCF Contract between Mitsubishi Caterpillar Forklift America Inc. and Agency, including any properly executed written amendment(s) to the Agency Agreement (all of which includes current pricing information), which are attached as Exhibits hereto and incorporated by reference (collectively, “Contract Documents”). Pursuant to Article 4 “PRODUCT AND PRICING CHANGE REQUESTS” of the Agency Agreement, a fully executed Sourcewell Price and Product Request Form will be an amendment to the Agency Agreement and incorporated by reference into the Agency Agreement; when this occurs, the Contract between City and Contractor must be amended in writing by and through their authorized officers to incorporate the fully executed Sourcewell Price and Product Request Form into the Contract between City and Contractor. These documents together contain all the terms and conditions of the Contract between City and Contractor.

2. Contract Interpretation. The Contract Documents completely describe the goods and/or services to be provided. Contractor shall provide any goods or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a different definition has been provided in the Contract Documents.

3. Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, City and Contractor will use the order of precedence as set forth below. The document in highest order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st This Contract
- 2nd Agency Contract and any properly executed written amendment(s) to the Agency Contract
- 3rd Mitsubishi Logisnext Americas, Inc.’s (formerly known as Mitsubishi Caterpillar Forklift America Inc.) Response to Solicitation, including all Specifications and the Proposer’s Affidavit
- 4th Agency’s Solicitation and any Addenda

4. Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties executed the same page.

5. Public Agencies. Other public agencies as defined by California Government Code section 6500 may choose to use the terms of this Contract, subject to Contractor’s

acceptance. City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another public agency.

VI. CITY'S ADDITIONAL TERMS

1. **Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Contract by reference.

2. **ADA Certification.** Contractor shall comply with the City's Americans with Disabilities Act Compliance/City Contracts requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference.

3. **Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between Contractor and any subcontractors or suppliers shall contain this language.

4. **Compliance with the City's Equal Employment Opportunity Outreach Program (EOCP):** Contractor shall comply with the City's EOCP requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a prime Contractor liable for any discriminatory practice of its subcontractors.

5. **Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against Contractor up to and including contract termination, debarment, and other sanctions.

6. **Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate and to provide a copy to the City before any contract is executed.

7. **Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a

product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

8. Noise Abatement. Contractor shall not operate, conduct, or construct within City's jurisdictional limits in violation of the City's Noise Abatement Ordinance codified in SDMC sections 59.5.0101 through 59.5.0301.

9. Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers. Contractor agrees to comply with and be bound by the terms of this Contract as an authorized distributor of Mitsubishi Logisnext Americas, Inc.

NAUMANN/HOBBS MATERIAL HANDLING
OF CALIFORNIA

THE CITY OF SAN DIEGO

By: Ray Hammer
Naumann/Hobbs Material Handling of California,
an authorized distributor of Mitsubishi Logisnext
Americas, Inc. (formerly known as Mitsubishi Caterpillar
Forklift America Inc.)

By: CAbarca

Name: RAY HAMMERICK

Name: Claudia C. Abarca

Title: V. P. SALES

Title: Director, Purchasing & Contracting

Date: 6/29/2022

Date: August 12, 2022

Approved as to form this 22nd day of
August, 2022.

MARA W. ELLIOTT, City Attorney

By: Markicia Simmons
Deputy City Attorney

Print Name: Markicia Simmons

EXHIBIT 1: AGENCY AGREEMENT

**Solicitation Number: 091520****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mitsubishi Caterpillar Forklift America Inc., 2121 W. Sam Houston Pkwy. N., Houston, TX 77043 (Vendor).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 26, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

B. **WARRANTY.** Vendor's authorized dealer will pass on to the Participating Entity the manufacturer's warranty related to any Equipment or Products being provided under this Contract. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Except as provided herein, damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, and Vendor or its dealer is unable to repair or replace the damaged Equipment or Products, Vendor must permit the Equipment and Products to be returned within five (5) business days of Sourcewell's or its Participating Entity's determination of any damage at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within a reasonable time, but no more than five (5) business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor or its authorized dealer that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor's authorized dealer. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor or Vendor's authorized dealer performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract. Neither Vendor nor its authorized dealers is obligated to accept any purchase order issued with respect to this Contract.

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

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor's authorized dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor's authorized dealer. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Neither Sourcewell, any Participating Entity, Vendor, nor Vendor's authorized dealer may propose terms that materially deviate from the terms of this Contract.

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Neither party, nor its representatives, shall be liable for consequential, indirect, incidental, special, exemplary, or punitive damages, including lost profits or revenues, arising out of or relating to any breach under this contract, whether or not the possibility of such damages has been disclosed in advance by the affected party or could have been reasonably foreseen by the non-affected party regardless of the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

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

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds. A Participating Entity that intends to access United States federal funds to purchase any Equipment or Products provided by Vendor, through its authorized dealer, under this Contract must notify Vendor and its authorized dealer of this intention in connection with its issuance of a purchase order relating to this Contract.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage

determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

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

24. CANCELLATION

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

Sourcewell

Mitsubishi Caterpillar Forklift America Inc.

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

DocuSigned by:
By: John Sneddon
BC308A3239024EA...
John Sneddon

Title: Director of Operations & Procurement/CPO

Title: Executive Vice President & Marketing

Date: 10/21/2020 | 1:45 PM CDT

Date: 11/2/2020 | 8:46 AM PST

Approved:

DocuSigned by:
By:  _____
7E42B8F817A64CC...
Chad Coquette

Title: Executive Director/CEO

Date: 11/2/2020 | 10:50 AM CST

RFP 091520 - Fork Lifts and Lift Trucks with Related Services

Vendor Details

Company Name: Mitsubishi Caterpillar Forklift America Inc.
Does your company conduct business under any other name? If yes, please state: Cat Lift Trucks, Mitsubishi Forklift Trucks, Jungheinrich Lift Trucks, Mitsubishi Logisnext Americas
Address: 2121 W Sam Houston Pkwy N
Houston, Texas 77043
Contact: Mark Brown
Email: mark.brown@mcf.com
Phone: 509-952-0506
HST#: 34-1710051

Submission Details

Created On: Tuesday August 04, 2020 16:10:16
Submitted On: Monday September 14, 2020 22:31:41
Submitted By: Mark Brown
Email: mark.brown@mcf.com
Transaction #: a534c4be-b087-4745-b594-2f3cd44d5dda
Submitter's IP Address: 71.85.22.201

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Mitsubishi Caterpillar Forklift America Inc.
2	Proposer Address:	2121 W Sam Houston Pkwy N Houston TX, 77043
3	Proposer website address:	www.mcfa.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Sneddon, Executive Vice President, Sales & Marketing, john.sneddon@mcfa.com, 713-365-1965
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mark Brown, Senior Major Accounts Manager, mark.brown@mcfa.com, 509-952-0506
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Steve Rogers, PMP® - Senior Project Manager, National Accounts, steve.rogers@mcfa.com, 281-802-0655

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>MCFA was formed in 1992 as a privately-held joint venture between Mitsubishi Heavy Industries and Caterpillar Inc. MCFA actively reinvests in the enterprise to improve the quality and performance of its products, as well as its overall operations. Our company is in the regular business of supplying equipment to many Fortune 500 companies.</p> <p>Every employee at MCFA is dedicated to fulfilling the following company mission statement: MCFA develops, manufactures and distributes the highest quality material handling solutions.</p> <p>We place customer focus on everything we do. We hold ourselves and others accountable to high expectations. We treat people fairly and with respect.</p> <p>MCFA will deliver profitable market share growth by providing innovative material handling solutions to our global customers according to our business plan and action items.</p> <p>Mitsubishi Heavy Industries, Ltd. (MHI) and Mitsubishi Nichiyu Forklift Co., Ltd. jointly acquired 100% ownership of UniCarriers (fka Nissan + TCM Forklift) Corporation in 2016. The acquisition of UniCarriers enables MHI and Mitsubishi Nichiyu Forklift to offer a full lineup of product offerings. Additionally, the acquisition increases our R&D capabilities and boosts our overall product competitiveness. Furthermore, through our mutually complementary sales networks, global expansion opportunities will be enhanced, thereby strengthening MCF's business foundations and enabling expansion in business scale. The acquisition solidifies MCF's position among the top 4 global forklift manufacturers.</p>

8	What are your company's expectations in the event of an award?	MCFA seeks to increase sales to Sourcwell members by encouraging our dealers to proactively identify, contact, and explain the benefits of Sourcwell membership. Additionally, once the Sourcwell member has been confirmed, MCFA encourages engagement between the MCFA dealer and the Sourcwell member regarding their material handling needs. If awarded a new contract MCFA will review the Sourcwell sales volume of our individual dealers and focus on the dealers that have under performed for Sourcwell. In 2020 we estimate sales of 100 machines to Sourcwell members. If awarded a new contract MCFA anticipates increasing that to 200 per year by 2024.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Mitsubishi Logisnext (parent company of MCFA) 2019 revenue = \$4B Mitsubishi Caterpillar Forklift America (MCFA) FY2019 revenue = \$851.2M No significant debt load carried by either companies (very conservative with financial decisions). Please review the attached 2020 Mitsubishi Logisnext Annual Report	*
10	What is your US market share for the solutions that you are proposing?	MCFA's retail order market share was 9.1% for ITA class 1-5 for the 2019 calendar year.	*
11	What is your Canadian market share for the solutions that you are proposing?	MCFA's retail order market share was 8.1% for ITA class 1-5 for the 2019 calendar year.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	MCFA has never petitioned for bankruptcy.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	MCFA is best described as a Manufacturer of the equipment offered in this proposal, however we also own our largest dealer (Equipment Depot) which was acquired in 2019. The sales, service and support of our three brands (Cat Lift Trucks, Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks) is provided by 80 dealers in North America. With more than 470 forklift locations across North and Central America and the Caribbean, our dealers offer the most comprehensive customer support programs, backed by highly-trained technicians and an extensive in-stock parts availability.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	MCFA as a company has obtained all relevant licenses and certifications that are required to be held as an employer and manufacturer of lift truck equipment. This includes but is not limited to federal, state, and local licenses. Voluntary certifications that have been obtained include ISO 9001 and ISO 14001 as it relates to manufacturing, and Underwriters Laboratories certifications for various lift truck models.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspensions or debarments have been applied to MCFA during the past 10 years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Top 20 Lift Truck Supplier for 2020 – #3 (Jungheinrich AG) and #4 (Mitsubishi Logisnext) https://www.mmh.com/article/top_20_lift_truck_suppliers_in_2020</p> <p>2019 iFOY award winner MCFA press release: https://www.mcfa.com/en/mcfa/news/articles/mcfa/2019/first-reach-truck-with-integrated-lithium-ion-battery</p> <p>Jungheinrich AG background on award: https://www.jungheinrich.com/en/about-us/awards-6206</p> <p>2017 Red Dot Design Award for Jungheinrich EKS 516 and ERE 120/125/225 Material Handling Product News - Product of the Year award: Jungheinrich ETV C16/C20 https://www.mcfa.com/en/mcfa/news/articles/mcfa/2016/mhpn-product-news</p> <p>Plant Engineering – Product of the Year award: Jungheinrich ETV 110/112 https://www.mcfa.com/en/mcfa/news/articles/mcfa/2016/etv-110-112-series-named-product-of-the-year-by-plant-engineering%20magazine</p> <p>Top 100 Software and Technology Providers by Food Logistics – Jungheinrich Warehouse Navigation Software https://www.mcfa.com/en/mcfa/news/articles/mcfa/2016/food-logistics-names-jungheinrich-a-top-software-and-technology-provider</p>
17	What percentage of your sales are to the governmental sector in the past three years	0.74% of the number of units.
18	What percentage of your sales are to the education sector in the past three years	0.18% of the number of units.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>MCFA was awarded our first Sourcwell contract in December of 2016.</p> <p>2017 - \$1,529,093 39 units 2018 - \$1,128,739 37 units 2019 - \$2,320,527 72 units</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Santa Barbara County	Adriana Seymour	805-568-3055
SLO County Integrated Waste	Patty Toews	805-782-8530
Dorchester County Public Works	Tonya Clark	843-832-0268
El Paso County Dept of Public Works	Christopher Reynolds	719-331-5591

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
available on request	Government	Florida - FL	28 Electric, Gas and Diesel Forklift Trucks	\$19,398-\$52,818	\$825,825	*
available on request	Government	Pennsylvania - PA	20 Electric, Gas and Diesel Forklift Trucks	\$6,365.00-\$74,069	\$480,535	*
available on request	Government	Maryland - MD	13 Electric, Gas and Diesel Forklift Trucks	\$26,985-\$54,682	\$464,985	*
available on request	Government	Florida - FL	16 Electric, Gas and Diesel Forklift Trucks	\$8,620-\$44,021	\$435,812	*
available on request	Education	Illinois - IL	17 Electric, Gas and Diesel Forklift Trucks	\$17,887-\$25,063	\$413,684	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	MCFA's sales force is comprised of employees of the company as well as sales management and sales representatives from our dealer network (third party) that cover the entire United States and Canada. MCFA is focused on the sale of material handling equipment through our dealer networks to our end user customers. MCFA's sales team is comprised of 7 Regional Sales Managers, 2 Major Accounts Managers and a General Manager for North American Dealer Sales. MCFA's team supports our dealer sales effort. The MCFA dealer network supports its local customer base with in assigned territories. MCFA has approximately 1385 dealer sales representatives 163 dealer sales managers selling our products and services across all market segments.
24	Dealer network or other distribution methods.	MCFA primarily sells and services our product through a dealer network with 470 locations across North America. Each of these locations has fully dedicated and trained representatives to sell and support machines covered in this RFP.
25	Service force.	MCFA's has a service force comprised of employees of the company as well as over 4000 trained technicians in our dealer network who cover all of the United States and Canada. MCFA Technicians are required to complete 12 hours of online training prior to attending any instructor lead classes. Depending on the product (Internal Combustion, Electric or both) they are required to pass two 3-4 day instructor lead classes to reach basic certification. After basic is achieved there are 3 levels of additional certification which require 2-3 instructor lead classes. All technician training is tracked in our online system and dealers are rewarded with higher warranty labor reimbursement rates based on the number of trained technicians and training level achieved.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Since the servicing of most pieces of material handling equipment takes place at the customers location, all our dealers have field service vehicles equipped with special tooling and parts to perform the majority of repairs on site. Most dealers can respond within 4 hours and several have a guarantee that the first hour is free if they don't make it in time. Our dealers offer a variety of maintenance plans to support our customers needs. These include but are not limited to Time and Material, Planned Maintenance program following the guidelines outlined in the Operator and Maintenance Manual supplied with the machine and Total Maintenance and Repair. Most often parts are required in the normal course of performing maintenance or repairing a machine. MCFA is the only manufacturer that offers a "Parts Fast or Parts Free Guarantee" (Please see attached documents for all three brands covered in the response.) We can offer this guarantee because we have a 97.6% emergency order fill rate. MCFA calculates our fill rate differently than other OEM's. For example, if a customer orders 10 items on one parts order and we only ship 9 we get a 0% because all 10 parts are required to complete the repair.
27	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	MCFA is willing, able and committed to providing the highest level of support for the products and services described in this RFP to all Sourcwell Members in the United States.
28	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	MCFA is willing, able and committed to providing the highest level of support for the products and services described in this RFP to all Sourcwell Members in Canada
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas in the United States or Canada that MCFA will not be servicing should we be awarded a contract.
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no participating entities MCFA will not be servicing through this proposed contract.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions for the participating entities of Alaska, Hawaii or the US territories.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Once awarded a Sourcewell contract, MCFA will promote that contract via our e-newsletter Dealer News. The Dealer News article which is emailed to all sales personnel will explain the details and benefits of the new Sourcewell agreement. MCFA has been successful with Sourcewell in the past but also recognizes there is an opportunity to increase our sales volume through the program. To that end our focus will be to educate the dealers and sales personnel on the benefits and advantages of utilizing the Sourcewell program. This training will be partially accomplished by developing a special audio video training presentation for our dealers covering the Sourcewell program. The presentation will include but is not limited to topics like how to download a membership list, enrolling a new Sourcewell member, proper method of quoting a truck to a Sourcewell member, documentation required, coding the order for tracking purposes. Additionally, MCFA will review the Sourcewell sales volume for all dealers for the past 4 years and focus extra effort on those dealers who do not meet an acceptable Sourcewell sales volume level. MCFA's 7 Regional Sales Managers (RSM) also have responsibility for supporting Sourcewell in the fulfillment of material handling equipment purchases as well as any product support services. The RSM's are our front-line contacts for our dealer network. To increase our level of success with the program our Contract Administrator from Sourcewell is invited to come to our HQ in Houston TX to present the Sourcewell program to our RSM's and Major Account Representatives at one of our regular Sales Team meetings as soon as is practical to do so.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MCFA has dedicated websites for Cat Lift Trucks, Mitsubishi Forklift Trucks, Jungheinrich Lift Trucks and The Parts Store. These websites allow Sourcewell members to view the specifications features and benefits of our entire line up of lift trucks. Members can download brochures, locate their nearest dealer and view testimonials. The Parts Store is e-procurement friendly. Sourcewell members can purchase parts direct from MCFA 24/7/365. MCFA's Marketing Team also continuously works on the metadata and the SEO of our sites to improve our search rankings. Our social media presence spans LinkedIn, Facebook, Youtube and Twitter.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	As a governmental agency Sourcewell understands the concerns and needs of its members. It is our expectation that Sourcewell use that knowledge to help us bridge the communication gap as it sometimes occurs working through the sales process. Often times a simple phone call or an email from Sourcewell resolves the issue or answers a question. Continue to provide the GTKN's and Universities when safe to do so. Those training opportunities have helped educate our dealer organization. Being able to utilize the Sourcewell contract administrator for trainings is hugely important as well. MCFA plans to leverage the contract and relaunch the Sourcewell program supported by increased training efforts with our dealer sales teams. We will take time to discuss our Sourcewell contract at dealer and sales meetings. Our focus is going to be on educating and training our dealers on the value of the Sourcewell contract and how to leverage that relationship to support Sourcewell members.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	MCFA uses a powerful Microsoft Customer Relationship Management (CRM) tool for quoting and order submission. Our local dealer uses our CRM to quote the Sourcewell member on the local basis. Once the Sourcewell member issues the dealer a purchase order the quote is converted to an order in our CRM. Our dealer then sends it electronically to MCFA for fulfillment.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>MCFA offers optional comprehensive equipment maintenance training programs online and also hands-on training in the Houston training center. There is no charge to Sourcewell members for the online training. The cost for the hands-on training in Houston would be determined by the course.</p> <p>According to the Federal Occupational Safety and Health Administration (OSHA) states in Section 1910.178 (l) (i) that: "The employer shall ensure that each powered industrial truck operator is competent to operate a powered industrial truck safely, as demonstrated by the successful completion of the training and evaluation specified in this paragraph." To support this requirement MCFA dealers provide Lift Truck operator training classes for our customers. To maintain consistency in the training materials MCFA supplies standardized training materials to our dealers.</p> <p>All training materials are complainant with OSHA regulations according to the Department of Labor Code of federal regulations. Some items covered are; lift-truck fundamentals, general rules of the road, pre-operational inspection and stability, balance, and capacity.</p> <p>Due to the variety of training programs offered and local factors, the cost would be determined on a site by site basis.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>Electric Warehouse Products As pioneers of electric warehouse forklift products, Jungheinrich® is known for innovation. Our German-engineered forklifts are all-battery-powered without sacrificing performance. With the flexibility to adapt to any warehousing and logistics operation, our products are the go-to solution for your electric forklift needs.</p> <p>Energy Efficient Design The entire line of Jungheinrich forklifts are an energy-efficient solution for customers seeking to reduce their fleet emissions, with a complete range for both indoor and outdoor applications. Ranging from 2,000 – 19,800 lb. capacities, our electric warehouse products offer:</p> <ul style="list-style-type: none"> - Ability to run up to 2 shifts on 1 battery charge - 0% noxious emissions due to 100% electric products - Less noise and reduced vibration <p>Advanced AC Technology More than 18 years ago, Jungheinrich developed the first 3-phase AC technology and has been improving the technology ever since. This advanced technology is integrated into Jungheinrich's forklift product line, delivering:</p> <ul style="list-style-type: none"> - Low energy consumption - Longer run times - Leading lift and travel speeds - High level of efficiency with excellent energy management 	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>MCFA continues to research and implement cleaner and greener processes to minimize the environmental impact of forklift production while maintaining the quality, safety, and efficiency of trucks that come off our production line. We continue to develop more efficient means to secure materials, get components, and roll out the final, finished product. The ISO 9001:2008 certification is a globally-implemented standard for quality and customer satisfaction and is among the best known International Organization for Standardization (ISO) offering. MCFA takes pride in achieving ISO 9001:2008 standards. Our quality management system delivers a high level of customer interactions and is responsible for meeting the ISO 9001:2008 requirements for certification. MCFA is also an ISO 14001:2004 certified manufacturing facility. We diligently set goals and monitor our performance to ensure we achieve environmental compliance throughout the forklift manufacturing process.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>MCFA production locations are ISO 14001 certified. This certification relates to environmental protections used while producing the product.</p>	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>MCFA has three dealers that qualify as WMBE. The first two are Washington Liftruck & Forklift Services of Oregon which are owned by Nancy Smith. The second is Eaheart Industrial Service, Inc. owned by Ed McCoy. Certifications for both are attached. In addition MCFA is expanding our search of local businesses in the Houston area (emphasis on SBE/M/WBE) to "localize" production materials to help boost sales for these businesses, improve efficiency in our manufacturing process and reduce availability lead-times.</p>	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	MCFA provides unparalleled availability of replacements parts. With over 57,000 SKU's in stock, we carry over \$42,000,000 in parts inventory to support our customers. Our [6] parts distribution centers strategically located throughout the U.S. shipped over 850,000 order lines last year. Our parts fill rate measures 99.1% on stock orders and 97.6% on emergency orders. We measure our fill rate based on a "Full Line, First Pick" philosophy. If on a single order line, 50 pieces are ordered and only 49 pieces are provided, the line is registered as 0% filled rather than 98% filled. Such strict standards and proactive vendor management help us to deliver simply the best parts support in our industry. We are so confident in our ability to provide our customers with the highest parts availability that we offer a Parts Fast or Parts Free Guarantee. This guarantee means you will have the part you ordered within 24 hours or it is free of charge. A copy of our Parts Fast or Parts Free Guarantee was uploaded to the additional documents section.	*
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Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	<p>Warranty statements are available online at www.mcfadealers.com and also attached to this RFP. MCFA will reimburse the servicing dealer for reasonable labor performed in fulfilling MCFA warranty obligations during the period specified in the warranty statement. New lift trucks purchased by the user are covered by MCFA warranty.</p> <p>The warranty period is a single total period, and the warranty commitment is fulfilled by making repairs or replacements within that period. The standard lift truck warranty period for new MCFA product is outlined in the appropriate warranty statement for each model or brand. The warranty period starts with the warranty start date as indicated on the delivery report. MCFA warrants that each new lift truck sold by MCFA shall be free from defects in material and workmanship.</p> <p>MCFA also offers optional Extended Powertrain Coverage and Full Warranty Coverage (Carriage to Counterweight) for up to 5-years or 10,000 hours for an additional fee.</p>	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	MCFA's warranty does not impose usage restrictions or other limitations that adversely affect coverage. In general, this warranty requires proper and timely maintenance and periodic inspections of the lift truck as indicated in the operators' manual furnished with the lift truck.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, 1.5 hour travel time for U.S. and Canadian customers.	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic regions in the US or Canada that MCFA cannot provide certified technicians to perform warranty repairs. In very remote locations there may be additional cost for travel incurred.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MCFA is the manufacturer and therefor will provide warranty for every item we sell in accordance to our published warranty statement.	*
47	What are your proposed exchange and return programs and policies?	It is MCFA's responsibility to deliver a machine that is free of defects in material and workmanship. If for any reason defects/failures arise, MCFA will take corrective actions under the warranty policy guidelines and make every effort to resolve the issue in a timely manner. If the issue cannot be resolved then return or exchange might be considered at MCFA's sole discretion.	*
48	Describe any service contract options for the items included in your proposal.	There are several service contract options available from MCFA dealers. These include but are not limited to a standard planned maintenance program similar to the type of service performed on your vehicle when you take it to the dealership for an oil change. The difference is, the service truck comes to your facility to perform the service. Our dealers offer Total Maintenance and Repair agreements that cover all the maintenance required for a flat rate monthly fee. For larger fleets that would require a full time technician, our dealers offer discounts on block labor rates. Because rates vary by region, it would be best for the Sourcewell member to contact their local MCFA dealer for more details on these programs or a customized program that would better suit their needs.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	MCFA's payment terms are net 30 days.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	MCFA provides subsidized financing through two financial partners, DLL and Wells Fargo. Sourcewell members should contact their local MCFA dealer for current rates and payment schedules.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The MCFA dealer network will quote as well as receive the payments and manage the sale to the Sourcewell member. If a customer is not a member and they want to become one, our dealers can help with the application process. Our dealers are aware of the Sourcewell contract pricing and the discount that needs to be passed on to the member. This information is published on our MCFA Dealer Portal as well as covered in training sessions. The dealer will provide a quote to the member with the Sourcewell contract number. When the member issues a purchase order, our dealer applies for the Sourcewell discount before the machine order is entered with the factory. The additional discount is approved and is coded for tracking purposes. When the machine arrives, the dealer will perform the predelivery inspection and any other prep required, then deliver it to the member. At the time of delivery, the dealer will review the operating instructions and complete the warranty registration. Each quarter MCFA runs a Sourcewell report in our CRM for all Sourcewell orders shipped during that timeframe. After the report is audited for accuracy the report and the administrative fee are sent to Sourcewell.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Acceptance of P-cards would be a decision made by the local dealer.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each product family will be discounted off standard published list price. Total final price will include freight, dealer prep, attachments and in the case of electric trucks, batteries and chargers. The discount matrix is attached as well as our published price pages for each brand offered.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The proposed discount ranges from 24% to 32% off list for MCFA products.
55	Describe any quantity or volume discounts or rebate programs that you offer.	High volume discounts (10+ units) may be available as a joint offer between MCFA and our MCFA dealer. Because the price range of our products varies so greatly, we will discuss each opportunity with our MCFA dealer on a case-by-case basis.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	MCFA can offer Custom Shop Modification (CSM) options on most of our products. Because the range of custom options are so many, and because some customers have very specific requirements, we handle such requests on a case-by-case basis through our MCFA dealers. Our dealer will submit a request to confirm that the item can be installed on the truck without issue. After that, a list price quote will be generated based on the amount of engineering, labor, materials, and other factors needed to cover such costs. The discount for the sourced product or nonstandard option is the same as applies to the entire machine as outlined in our discount matrix.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Dealer preparation is not included in these costs, as is the cost of local delivery because these costs vary by distance, regional labor costs, etc. Attachments, batteries chargers and accessories if applicable and the installation thereof supplied by the dealer are not included. Applicable taxes are not included. The selling MCFA dealer would be collecting for these costs.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	MCFA uses a flat rate matrix based on region and forklift capacity to calculate the cost to ship from the factory to our dealer, (please see attached).The cost for local deliver varies due in part the size and weight of machine, distance, local labor costs and transportation regulations. The dealer quoting the Sourcwell member can provide costs for factory freight and local delivery if requested to do so. Most members normally want the quoted price FOB delivered.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our dealer in Anchorage Alaska utilizes our freight matrix and program to Washington State then consolidates loads and ships to Alaska. Our dealer in Los Angeles uses our freight matrix program to get machines from the factory to LA then preps and ships them direct to the customer in Hawaii. Our Canadian dealers pick up machines at the factory and manage the transportation and customs details for machines going into Canada. Offshore deliveries would depend on final location as we have dealers in the Caribbean, Mexico, Latin America and South America. In general terms the selling dealer would manage the logistics to get the machine delivered to the Sourcwell member.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	MCFA offers a factory direct delivery method on full container loads of certain models of Cat, Mitsubishi and Jungheinrich machines. The container program saves on freight costs and shortens lead times.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	MCFA has a fully electronic quoting and ordering system. Dealers will utilize a code that will enable them to sell the unit with special discounting to the Sourcwell member. On a quarterly basis, MCFA will run a report from our system to identify these sales. The revenue of these sales will be provided to Sourcwell per the contract (quarterly basis) and paid in a timely manner according to the contract terms.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MCFA agrees to pay 2% of the factory invoice to Sourcwell as an administrative fee.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	MCFA offers a full line of material handling equipment covering Industrial Truck Association (ITA) classes 1,2,3,4,5, and 6. Building on the strengths of each of our 3 brands we offer all 6 classes under the Mitsubishi Forklift Trucks brand. Cat Lift Trucks are represented by classes 1,4 & 5. Jungheinrich is represented by class 1,2 & 3.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The following subcategories are listed by ITA class. Class 1; Stand-up Counterbalanced, 3-Wheel Cushion Tire, 3-Wheel Pneumatic Tire, 4-Wheel Cushion Tire, 4-Wheel Pneumatic Tire. Class 2; Low-Level Order Picker, High-Level Order Picker, Man Down Turret Truck, Man Up Turret Truck, Moving Mast Reach Truck, Multi-Directional Moving Mast Reach Truck, Pantograph Reach Truck. Class 3; Walkie Pallet Truck, Walkie End Rider, Center Control Rider, Walkie Straddle Stacker, Walkie Fork-Over Stacker. Class 4; Small IC Cushion and Mid-Size IC Cushion Tire. Class 5; Small IC Pneumatic Tire, Mid-Size IC Pneumatic Tire, Large IC Pneumatic Tire.

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

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class I: Electric Motor Rider Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	In three brands Cat Lift Trucks, Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks	*
67	Class II: Electric Motor Narrow Aisle Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	In two brands Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks	*
68	Class III: Electric Motor Hand Trucks or Hand Rider Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	In two brands Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks	*
69	Class IV: Internal Combustion Engine Trucks (Solid/Cushion Tires)	<input checked="" type="radio"/> Yes <input type="radio"/> No	In two brands Cat Lift Trucks and Mitsubishi Forklift Trucks	*
70	Class V: Internal Combustion Engine Trucks (Pneumatic Tires)	<input checked="" type="radio"/> Yes <input type="radio"/> No	In two brands Cat Lift Trucks and Mitsubishi Forklift Trucks	*
71	Class VI: Electric and Internal; Combustion Engine Tractors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Electric only in In two brands Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks	*
72	Class VII: Rough Terrain Forklift Trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	Do not offer class VII models in any brand.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
73	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of MCFA's internal metrics is comparing year over year and quarter over quarter results not only in terms of sales volume dollars but also in number of units sold. By comparing these results MCFA can determine whether we are having success with the contract or not. The second metric is to compare the number of Sourcewell orders as a percentage of overall sales for the individual dealers. By doing this we can focus our efforts on those dealers that need additional support.
74	Describe the average operating cost per hour of an electric truck operating inside a warehouse.	\$2.24 per hour for the cost of electricity to charge the battery and maintenance based on a 5000# cushion tired truck operating 1500 hours per year in a normal and clean application.
75	Describe the average operating cost per hour of a combustion engine truck operating in an outdoor yard setting.	\$4.25 per hour for fuel and maintenance based on a 5000# pneumatic tired truck operating 1500 hours per year in a normal and clean application.
76	Describe any manufacturing processes or materials utilized that contribute to overall durability, driver safety, etc. that differentiate your offerings.	<p>Our factory's top priority is safety and it is our #1 operating principle, followed by quality and on time delivery. Our OSHA incidence rate is less than 1 versus and industry average of 4.1. We set clear expectations for the safety of our people and the safety of our trucks. Our manufacturing methodology consists of a continuous check-do-check** process at every station from the start of the forklift build to final finish and final inspection prior to shipping. Along the process, operators sign off at their respective stations to ensure accountability of the work being completed per build instructions. Every truck goes through 100% inspection which includes both visual and functional. The final inspection ensures the truck was built to meet all design and customer requirements. All of our trucks comply with ANSI B56 standards. Some driver safety features we offer that differentiate our trucks are listed below:</p> <ol style="list-style-type: none"> 1. Advanced Power Steering (Control) System - to prevent chronic back injury and pain due to the extra effort to maintain the stability of the truck 2. LED Spotlight to notify all other drivers and pedestrians (front and rear) 3. Ergonomic forklift seat: <ol style="list-style-type: none"> a. Leg, shoulder, and neck protection b. Armrests to prevent fatigue c. Handles to help get in/out the cab d. Weighted suspension to comfort the operators 4. Optional A/C and heat in enclosed cabs for different weather conditions 5. Detailed load-chart to assist with understanding of the load limits in different situations <p>**First check - operator inspects work from prior station Do - operator performs assigned work at station Second check - When complete, operator verifies his work and signs off prior to sending to downstream station</p>
77	Describe any differentiating serviceability attributes (remote diagnostics, parts fill rate, etc.) your proposal offers.	<p>There are over 4000 technicians in our dealer network. MCFA requires minimum training levels for our technicians. This is supported by extensive product technical training offered by MCFA. Additional support is provided to technicians through our online technical manuals, schematics, and bulletins. When dealers need additional help, we have a staff of Service Engineers with a 10+ year average field / Industry experience, with several having over 20 years experience.</p> <p>MCFA is the only OEM that owns an after market parts company (Rapid Parts) which supplies lift truck parts for competitive brands. Rapid Parts supports our dealers with parts when they service competitive brand machines. MCFA is the only OEM that has a Parts Fast or Parts Free Guarantee.</p> <p>MCFA offers through our dealers an innovative suite of online tools designed to help fleet managers optimize the performance of material handling assets with one unified platform. Lift Truck Solutions (LTS) provides a platform for Fleet Track, One Bill, Service Dispatch, Repair Estimator, and The Parts Store. Please see the attached Lift Trucks Solutions Brochure for details on these tools. LTS is accessible 24/7, giving you full control of your forklift fleet. You can request service, interact with a quote, accept invoices, and view your fleet's data from any phone, tablet, or computer.</p>

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

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

- [Financial Strength and Stability](#) - Mitsubishi Logisnext 2020 Annual Report.pdf - Wednesday August 12, 2020 13:45:44
- [Marketing Plan/Samples](#) - Sourcwell Flyer.pdf - Thursday September 10, 2020 15:42:13
- [WMBE/MBE/SBE or Related Certificates](#) - MCFA WMBE Certificates.pdf - Monday September 14, 2020 15:58:13
- [Warranty Information](#) - MCFA Warranty Statements 3B1C.pdf - Monday September 14, 2020 15:58:44
- [Pricing](#) - MCFA Price Pages 3B1C.zip - Monday September 14, 2020 15:59:18
- [Additional Document](#) - Freight - Parts Fast - LT Solutions Brochure.zip - Monday September 14, 2020 18:32:51

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Sneddon, Executive Vice President, Sales & Marketing, Mitsubishi Caterpillar Forklift America Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services Tue September 8 2020 04:06 PM	<input checked="" type="checkbox"/>	--
Addendum_3_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services Tue August 25 2020 01:29 PM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services Mon August 10 2020 03:11 PM	<input checked="" type="checkbox"/>	--
Addendum_1_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services Thu August 6 2020 08:15 AM	<input checked="" type="checkbox"/>	--

EXHIBIT 2: MODIFICATIONS TO THE AGENCY AGREEMENT

1. **References.** All references to “Sourcewell” in the Agency Agreement shall mean and be understood to be “City of San Diego”. All references to “Vendor” in the Agency Agreement shall mean and be understood to be “Mitsubishi Logisnext Americas, Inc.”, “Mitsubishi Caterpillar Forklift of America, Inc.”, and “Naumann/Hobbs Material Handling of California”. All references to “Authorized Dealer”, “Authorized Mitsubishi Dealer”, “Authorized Mitsubishi Distributor”, and “Authorized Distributor” in the Agency Agreement shall mean and be understood to be “Naumann/Hobbs Material Handling of California”.

2. **Invoice Detail.** Contractor’s invoice must be on Contractor’s stationary with Contractor’s name, address, and remittance address if different. Contractor’s invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due. Invoices must be emailed to:

Email: IOB-Fleet-AcctsPayable PWAcctsPayable@sandiego.gov

3. **Insurance.** Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, in addition to the Insurance Requirements outlined in the Agency Agreement at Article 20. Insurance, the following additional insurance:

3.1 **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

3.2 **Primary Coverage.** For any claims related to this contract, Contractor’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

3.3 **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

3.4 **Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor’s obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

3.5 **Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

3.6 **Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

4. The remaining portions of the Agency Agreement shall remain in full force and effect.

EXHIBIT 3: PRICING PAGES

Ref	Brand / Model	Basic Capacity Range ¹ (lbs)	Basic Description (Wheels, Tires, Fuel, etc.)	Sourcewell Discount off MCFA Published List Price
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CAT LIFT TRUCKS

Class 1 - Electric Counterbalanced

1	EC15N, EC18N, EC18LN	3000-4,000	4-wheel Cushion	30%
2	EC23N, EC25N, EC25EN, EC25LN, EC30N, EC30LN	4,500-6,500	4-wheel Cushion	30%
3	2ET2500, 2ETC3000, 2ET3000, 2ETC3500, 2ET3500, 2ET4000	2,500-4,000	3-wheel Pneumatic	28%
4	EPC3000, EP3000, EPC3500, EP3500, EP4000	3,000-4,000	4-wheel Pneumatic	30%
5	2EPC5000, 2EP5000, 2EPC6000, 2EP6000, 2EP6500	5,000-6,500	4-wheel Pneumatic	30%
6	2EPC7000, 2EPC8000, 2EP8000, 2EP8500, 2EPC9000, 2EP9000, 2EP10000, 2EP11000	7,000-11,000	4-wheel Pneumatic	30%

Class 4 - Internal Combustion Cushion Tire

7	2C3000, 2C3500, 2CC4000, 2C4000, 2C5000, 2C5500, 2C6000, 2C6500	3,000-6,500	LPG	32%
8	GC35K, GC40K, GC45KC, GC55K, GC60K, GC70K	7,000-15,500	LPG	30%

Class 5 - Internal Combustion Pneumatic Tire

9	GP15N, GP18N, GP20CN, GP20N, GP25N, GP28N, GP30N, GP33N, GP35N	3,000-7,000	LPG-Gasoline	32%
10	DP20N, DP25N, DP28N, DP30N, DP33N, DP35N	4,000-7,000	Diesel	32%
11	GP40N, GP45N, GP50CN, GP50N, GP55N	8,000-12,000	LPG-Gasoline	30%
12	DP40N, DP45N, DP50CN, DP50N, DP55N	8,000-12,000	Diesel	30%
13	DP70N	15,500	Diesel	28%
14	DP100N, DP120N, DP135N, DP150N, DP160N	22,000-36,000	Diesel	28%

JUNGHEINRICH

Class 1 - Electric Counterbalanced

15	ETG214, ETG216, ETG318	3,000-4,000	Stand-up	30%
16	EFG C15, EFG C18, EFG C18L	3000-4,000	4-wheel Cushion	30%
17	EFG C23, EFG C25, EFG C25E, EFG C25L, EFG C30, EFG C30L	4,500-6,500	4-wheel Cushion	30%
18	EFG 110k, EFG 110, EFG 113, EFG 115	2,000-3,000	3-wheel Pneumatic	28%
19	EFG 213, EFG 216k, EFG 216, EFG 218k, EFG 218, EFG 220	2,500-4,000	3-wheel Pneumatic	28%
20	EFG 316k, EFG 316, EFG 318k, EFG 318, EFG 320	3,000-4,000	4-wheel Pneumatic	30%
21	EFG 425k, EFG 425, EFG 430k, EFG 430, EFG S30	5,000-6,500	4-wheel Pneumatic	30%
22	EFG 535k, EFG 540k, EFG 540, EFG S40, EFG 545k, EFG 545, EFG 550, EFG S50	7,000-11,000	4-wheel Pneumatic	30%

Class 2 - Electric Warehouse Trucks

23	ETR 230, ETR 235, ETR 340, ETR 345, ETR 335d	3,000-4,500	Pantograph Reach	29%
24	ETV 110, ETV 112	2,200-2,600	Moving Mast Reach	27%
25	ETV 214, ETV 216, ETM 214, ETM 216	3,000-3,500	Moving Mast Reach	27%
26	ETV 318, ETV 320, ETV 325, ETM 325	3,900-5,500	Moving Mast Reach	27%
27	ETV C16, ETV C20 - Pneumatic Tire	3,500-4,400	Moving Mast Reach	27%
28	ETV Q20, ETV Q25 - Multidirectional	4,400-5,500	Moving Mast Reach	27%
29	EKS 110	2,200	Low-Level Order Picker	27%
30	EKS 412S, EKS 414S	2,200-3,000	High-Level Order Picker	27%
31	EKS 314	3,000	High-Level Order Picker	31%
32	EKM 202	474	Small Parts Order Picker	27%
33	EFX 410, EFX 413	2,200-2,750	Man-Down Turret	Call

34	EKX 410, EKX 412	2200-2,600	Man-Up Turret	Call
35	EKX 514, EKX 516k, EKX 516	3,000-3,500	Man-Up Turret	Call

Class 3 - Electric Pallet Trucks, Stackers, and Tow Tractors (Class 6)

36	EJE M15	3,300	Walkie Pallet Truck	27%
37	EJE 120, EJE 225	4,500-6,000	Walkie Pallet Truck	30%
38	ECR 327, ECR 336	6,000-8,000	End Rider Pallet Truck	30%
39	ECE 227XL, ECE 236XL	6,000-8,000	Center Rider Pallet Truck	30%
40	ERE 125, ERE 225, ERE225DP	5,500	End Compartment PT	30%
41	ESE 220, ESE 320,	4,400	Seated PT	30%
42	EMC 110, EMC B10	2,200	Walkie Stacker	30%
43	EJC 212, EJC 214, EJC 216, EJC 220, EJC 212b, EJC 214b, EJC 216b, EJC 220b	2,600-4,400	Walkie Stacker	30%
44	ERC 212, ERC 214, ERC 216, ERC 220, ERC 212b, ERC 214b, ERC 216b, ERC 220b	2,600-4,400	End Rider Stacker	30%
45	EZS C40NA, EZS 350NA	8,000-11,000	Tow Tractor	30%
46	EZS 570NA, EZS 580NA, EZS 590NA, EZS 7280	15,400-61,700	Tow Tractor	30%

MITSUBISHI

Class 1 - Electric Counterbalanced

47	FBCS14N, FBCS16N, FBCS18N	3,000-4,000	Stand-up	30%
48	FB16PNT, FB18PNT, FB20PNT	3,000-4,000	3-wheel Cush or Pneu	28%
49	FBC15N, FBC18N, FBC18LN	3000-4,000	4-wheel Cushion	30%
50	FBC23N, FBC25N, FBC25EN, FBC25LN, FBC30N, FBC30LN	4,500-6,500	4-wheel Cushion	30%

Class 2 - Electric Warehouse Trucks

51	ESR15N2, ESR18N2, ESR20N2, ESR23N2, EDR18N2	3,000-4,500	Pantograph Reach	29%
52	EOP15N3	3,000	High-Level Order Picker	31%

Class 3 - Electric Pallet Trucks and Stackers

53	PW23, PW30	4,500-6,000	Walkie Pallet Truck	30%
54	PWR30, PWR40	6,000-8,000	End Rider Pallet Truck	30%
55	PWR27M, PWR36M	6,000-8,000	End Rider Pallet Truck	30%
56	PMCR27M, PMCR36M	6,000-8,000	Center Rider Pallet Truck	24%
57	PWF11, PWT11	2,200	Walkie Stacker	30%
58	PWT13, PWT15, PWT18	2,600-3,500	Walkie Stacker	30%
59	PMT45M	10,000	Tow Tractor	26%

Class 4 - Internal Combustion Cushion Tire

60	FGC15N, FGC18N, FGC20CN, FGC20N, FGC25N, FGC28N, FGC30N, FGC33N	3,000-6,500	LPG	32%
61	FGC35K, FGC40K, FGC45K, FGC55K, FGC60K, FGC70K	7,000-15,500	LPG	30%

Class 5 - Internal Combustion Pneumatic Tire

62	FG15N, FG18N, FG20CN, FG20N, FG25N, FG28N, FG30N, FG33N, FG35N	3,000-7,000	LPG-Gasoline	32%
63	FD20N, FD25N, FD28N, FD30N, FD33N, FD35N	4,000-7,000	Diesel	32%
64	FG40N, FG45N, FG50CN, FG50N, FG55N	8,000-12,000	LPG-Gasoline	30%
65	FD40N, FD45N, FD50CN, FD50N, FD55N	8,000-12,000	Diesel	30%
66	FD70N	15,500	Diesel	28%
67	FD100N, FD120N, FD135N, FD150N, FD160N	22,000-36,000	Diesel	28%

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

B. BIDDER/PROPOSER INFORMATION:

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
Yes **No**

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
Yes **No**

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
Yes **No**

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: **Yes** **No**

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? **Yes** **No**

If **Yes**, how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? **Yes** **No**

If **Yes**, please use Attachment A to disclose.

Please list the following: **Authorized** **Issued** **Outstanding**

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: _____

Point of Contact: _____

Address: _____

Phone Number: _____

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: _____ Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes **No**

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

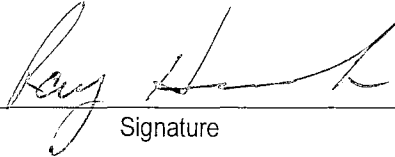
I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

RAY HAMMERICH

Name and Title



Signature

6/29/2022

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Ray Hammerick
Print Name, Title

Ray H
Signature

6/29/2022
Date

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
3/30/2020	Fontana, CA	FMLA Discrimination Company denies such claim	YES	Closed	Settled

Contractor Name: WAGMANN HOBBS MATERIAL HANDLING

Certified By RAY HAMMERICH

Title V.P. SALES

Ray Hammerich
Signature

Date 6/29/2022

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____

Name of Company CEO: _____

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 2850 E. Camelback Road, Suite 140 Phoenix, AZ 85016

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: _____ Type of License: _____

The Company has appointed: Patricia Hurtado HR Director

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 4010 S 43rd Place Phoenix, Az 85040

Telephone Number: 602-327-2268 Fax Number: 602-297-6550 Email: patty.hurtado@nhmh.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

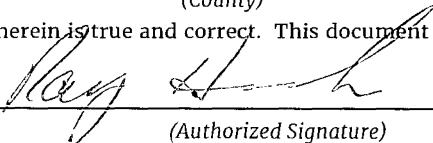
Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Naumann Hobbs Material Handling

San Diego CA, _____ hereby certify that information provided

(County) (State)
herein is true and correct. This document was executed on this 28th day of June, 2022


(Authorized Signature)

RAY HAMMERICK
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1,3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners