

**Solicitation Number: RFP #031224****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vehicle Management Solutions, LLC, 18861 90<sup>th</sup> Avenue, Suite E, Mokena, IL 60448 (Supplier).

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

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

**1. TERM OF CONTRACT**

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

**EXPIRATION DATE AND EXTENSION.** This Contract expires May 13, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

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

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

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

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

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

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

### 3. PRICING

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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



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

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

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

### **11. INDEMNITY AND HOLD HARMLESS**

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

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

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

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



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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcewell

Vehicle Management Solutions, LLC

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 5/15/2024 | 4:00 PM CDT

DocuSigned by:  
*Mike Siragusa*  
DD6593FD8693488...  
By: \_\_\_\_\_  
Mike Siragusa  
Title: Chief Revenue Officer  
Date: 5/15/2024 | 2:42 PM CDT

# RFP 031224 - Garage and Fleet Services

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## Vendor Details

Company Name: Vehicle Management Solutions LLC  
18861 90th Avenue, Suite E  
Address: Mokena , Illinois 60448  
Contact: Mike Siragusa  
Email: msiragusa@vmsolutions.com  
Phone: 469-265-1373  
Fax: 708-390-2222  
HST#: 88-3241652

## Submission Details

Created On: Thursday January 25, 2024 13:40:35  
Submitted On: Monday March 11, 2024 15:43:02  
Submitted By: Mike Siragusa  
Email: msiragusa@vmsolutions.com  
Transaction #: e4871f71-0784-4295-9cd5-078e17493720  
Submitter's IP Address: 104.181.254.68

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vehicle Management Solutions, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	UR Vehicle Management Solutions, Inc. TEGSCO, LLC Summit Vehicle Solutions, LLC Incident Clear, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A - All names included in Lines 1 & 2
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity Identifier: D88CA59J2YE7
5	Proposer Physical Address:	18861 90th Avenue, Suite E, Mokena, IL, 60448
6	Proposer website address (or addresses):	VMsolutions.com Incidentclear.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Siragusa, Chief Revenue Officer, 18861 90th Avenue, Suite E, Mokena, IL, 60448, msiragusa@vmsolutions.com, 469-265-1373
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Siragusa, Chief Revenue Officer, 18861 90th Avenue, Suite E, Mokena, IL, 60448, msiragusa@vmsolutions.com, 469-265-1373
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	1 - Caleb Jonkman, Vice President - Operations & Business Development, 18861 90th Avenue, Suite E, Mokena, IL, 60448, cjonkman@vmsolutions.com, 219-487-8416 2 - Alan Brasher, Vice President, 18861 90th Avenue, Suite E, Mokena, IL, 60448, abrasher@vmsolutions.com, 770-335-6164

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

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Vehicle Management Solutions (VMS) is the market leader in vehicle management solutions for cities, counties and state agencies. VMS dispatches over 400,000 tow requests, manages over 100,000 vehicle impounds and auctions over 25,000 vehicles annually. VMS traces its roots back to what began as a family-operated business in Chicago over 46 years ago (and we still hold the City of Chicago contract today!). Since then, our dedication and commitment to serving local communities has led us to broaden our geographic footprint across 13 states, modernize our systems to incorporate the latest technology, and expand our services to encompass the whole vehicle management cycle from beginning to end. At every stage of the Company's evolution, VMS has remained focused on fostering long-term relationships with our municipal, state and law enforcement clients across the country as well as with the regional and local partners that serve in our communities. Our mission statement is: To be the industry leader in providing tangible solutions for towing dispatch, vehicle storage and traffic incident management, through leading-edge transparent technology and best-in-class customer service.</p> <p>Our Core Values focus on the first principles of Safety, Transparency, Efficiency, Partnership and Excellence.</p> <p>Safety - On the road, at our locations and in all our operations, the safety of our clients and their constituents, employees and other stakeholders is our number one priority.</p> <p>Transparency - We pride ourselves on providing full transparency on our service and performance with the data to prove it.</p> <p>Efficiency - We develop solutions that not only maximize the efficiency of vehicle management activities but also result in higher returns on investment for our clients.</p> <p>Partnership - We value collaboration with local businesses and communities, providing as much a service to these stakeholders as to our municipal, state or law enforcement clients.</p> <p>Excellence - We strive for excellence in providing the highest quality service through innovative and customized solutions delivered by the most experienced and professional team in the industry.</p>	*
11	What are your company's expectations in the event of an award?	<p>VMS is looking forward to building on our present customer base by providing a seamless method for a government agency to award a contract for towing dispatch and vehicle impound management (including Vehicle Auction) by having the ability to utilize an awarded Sourcewell Contract. Being a contracting party to an awarded Sourcewell contract will allow VMS to continue our company's growth by opening additional opportunities with government agencies while providing Sourcewell Members with impeccable service at nationally discounted prices. Our customers turn a cost center into a profit center 100% of the time!</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Vehicle Management Solutions, LLC is a sound and stable company. With annual operating revenues of over \$135 million and positive cash flow generation, Vehicle Management Solutions LLC ("VMS") offers industry leading financial scale and stability. VMS is supported by its private equity sponsor, Mill Point Capital and its financing partners, both of which are equity holders; Brightwood Capital and Norwest Mezzanine Partners. VMS also has a \$20 million line of credit available from Wells Fargo Bank, N.A. and a \$10 million lease line of credit approved by 36th Street Capital. VMS undergoes an annual audit from large nationally ranked certified public accountants and can make more current and confidential financial information available upon request. The Duns number for this entity is 119191485.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>We are leaders and offer a comprehensive and differentiated service in the towing dispatch and vehicle impound management industry. The service offerings we are offering are Towing Management &amp; Logistics, Towing Dispatch Management, Tow Company Management, Traffic Incident Management, Incident Management and Impound Management. It is difficult to establish a market share for our services as it is a highly fragmented market due to the fact that currently many municipalities provide these services internally. VMS is the only truly towing dispatch and impound management service provider and our experience enables us to bring a higher level of sophistication creating numerous advantages relative to our competitors.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>We currently do not any business in Canada, however we currently have the capability to service the Canadian market and are open to any opportunities that may arise as a result of the awarding of this RFP.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Vehicle Management Solutions, LLC has never filed for bankruptcy protection.</p>	*

16	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?	VMS is best described as a service provider with over 25 locations across the United. VMS employs a staff of over 1,000 full-time team members that will be providing sales and operational support in performing all services related to any awarded Sourcwell contract. Our seamless project launch wouldn't be possible without the dynamic duo of our sales and operations teams. From the moment a contract is secured, our sales professionals hand over a detailed map of client expectations and local needs to our operations team. This intel fuels the strategic deployment of towing dispatch and the meticulous setup of the impound lot, ensuring a swift and efficient response as soon as the first call comes in. Throughout the transition, both teams maintain close communication, fine-tuning processes based on real-time feedback, client interactions and our expertise. This collaborative spirit guarantees a flawless launch, smooth transition and guaranteed customer satisfaction.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We hold all applicable licenses and certifications, as well as comply with all applicable regulations that are required in all states that we currently do business with - CA, AZ, NV, TX, IL, TN, NC, GA, FL, MA, IN, CO, WV, PA, & MI. We not only hold Business Licenses in the states we operate in, but we also have licenses for holding auctions (retail operator license). Every state has its own unique requirements for auto auction licenses. The specific names and categories of licenses can differ, however, as we secure customers in other states, we will comply and apply for all relevant licenses and certifications that are required to be held in those states.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	VMS has never been suspended or disbarred during the last ten years.	*

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

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Due to our unique offering of services, VMS has not received any relevant awards or recognition, however, we do pride ourselves on our long-standing relationships with our partner cities which is the ultimate recognition a customer could give. For example, in Chicago, we have had a contract for over 45+ years. Also, we have grown strong relationships with the cities of Nashville, Indianapolis, and San Antonio where we have been partnered for more than 10 years each with each of those cities.	*
20	What percentage of your sales are to the governmental sector in the past three years	2023 - 62% 2022 - 42% 2021 - 42%	*
21	What percentage of your sales are to the education sector in the past three years	<1%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	California Highway Patrol 2023 - \$1,200,000 2022 - \$1,000,000 2021 - \$1,000,000	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	VMS does not hold any GSA or Standing Offer Arrangements.	*

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
City of Memphis	Deputy Chief Paul Wright	901-201-7690	*
City of Nashville	Jonathan Massie	615-862-7800 Ext. 715	*
City of San Francisco	David Rosales	415-420-8569	*



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

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of San Francisco	Government	California - CA	Towing dispatch, Impound facility management and Auction of abandoned vehicles.	\$360	2023- \$12,950,000 2022- \$13,079,000 2021- \$12,048,000
City of Chicago	Government	Illinois - IL	Towing dispatch, Impound facility management and Auction of abandoned vehicles.	\$131	2023- \$7,469,000 2022- \$6,800,000 2021- \$6,238,000
City of Nashville	Government	Tennessee - TN	Impound facility management and Auction of abandoned vehicles.	\$2,620	2023- \$4,075,000 2022- \$2,947,000 2021- \$2,148,000
City of San Antonio	Government	Texas - TX	Towing Dispatch Management.	\$34	2023- \$1,736,000 2022- \$1,616,000 2021- \$1,482,000
City of El Paso	Government	Texas - TX	Impound facility management and Auction of abandoned vehicles.	\$435	2023- \$1,046,000 2022- \$942,000 2021- \$957,000

**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 *
26	Sales force.	VMS has a fully staffed sales force. There are ten (10) sales and business development personnel that can provide coverage across all 50 states in the United States and provide support for all of VMS's lines of business. All sales and marketing personnel report directly to the Chief Revenue Officer.
27	Dealer network or other distribution methods.	We do not operate under a dealer network. We currently have over 25 locations across the United States. See attached for map of locations and list of cities/states. Due to our unique service offering, we have the ability to secure customers and provide towing dispatch, impound management, and our other services in any location across the United States, typically within 60-90 days after we reach agreement on the scope of work.
28	Service force.	VMS employs over 1000 full-time team members throughout our 25+ locations.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The Sourcwell Member will contact VMS's Chief Revenue Officer (CRO) or other sales representatives for an initial request for quote. VMS will review the Member's requirements and our Team Members will make a site visit to determine the Scope of Work and time involved for the project. VMS will then prepare a quote based on the Sourcwell Pricing, Terms and Conditions and request a meeting with the Member to review and discuss the project and quote. If awarded the project, the Member will send a Purchase Order to VMS HQ for the project scheduling and execution. The CRO will be responsible for all proper Sourcwell Sales Reporting. The Project Manager will complete the project and Member will sign off on the project.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our unique combination of operational excellence, cutting-edge technology, industry experience and long-lasting partnerships is the key to our success in optimizing municipal/county/state towing dispatch, impound operations and traffic incident management. We collaborate with our customers to address each customer's custom requirements. Our expert team takes the time to understand how their current towing operations work and how they can be improved. Then we recommend and implement processes and procedures to enhance their operations and we guarantee 100% customer satisfaction. We partner with two (2) custom tailored solution towing software partners that are cloud-hosted and contain a component-based system to manage every tow, from intake through release or sale. Built to maximize tow operator network efficiency, our systems include commercially available and custom components, including dispatch, impound, admin and call centers. We guarantee every partnership has a smooth, efficient, disruption-free implementation. We provide separate numbers and queues for tow-related calls from our customers and vehicle-related calls from the public, with representatives available 24 hours a day, 365 days a year. We always have a Manager on site to ensure customer satisfaction at all levels. We understand that having vehicles towed can be a frustrating and stressful experience. No one wants to deal with the inconvenience and added cost of an impound. That's why, at our facility, customer service is paramount. We strive to make the retrieval process as smooth and efficient as possible. Our team is dedicated to treating the patrons with respect and understanding throughout the vehicle redemption process and interaction. Our goal is for them to leave feeling satisfied, not just with getting their vehicle back, but with the overall experience we provided. We have a 100% success rate of improving customer service with every customer that we have served.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	VMS is in business to offer superior towing dispatch and impound management services to government agencies. We are aggressively pursuing new business growth opportunities within North America, and a contract with Sourcewell supports our overall corporate strategy. We currently have a robust pipeline of local and state agencies interested in our service offerings. VMS is continually expanding our network of operational locations and has the ability to expand not only in the areas of our current locations, but we have the capability to provide services nationally as well. We attend national conferences and tradeshows on a regular basis to support the strategy of our national growth ability and commitment.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	VMS is continually expanding their network of locations and is willing to provide services internationally, including Canada. We attended the IACP (International Association of the Chief of Police) in October 2023 to support that statement.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	VMS has the ability to service all of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no participating entity sectors that VMS will not serve.	*
35	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 contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii and in US Territories.	*
36	Describe the scalability of your company's offering in relation to size, scope, locations, and services.	VMS can handle any size contract and scale it to best fit the requirements and needs of our partners. We have the expertise and experience with all different sized government agencies. With our proven ability to locate anywhere in the United States or absorb into one of our current operations, we can integrate into any new Municipality, county, state or any other governmental agency with ease.	
37	Describe your process for incorporating additional service locations (whether owned, franchised, or third-party), including details around screening, selection, and retention.	If additional service locations are required, VMS will work with Members to secure a mutually agreeable Member owned site. If such site is not available, then VMS will work with Member and secure a mutually agreeable site in order to scale its operations to the appropriate size.	

**Table 7: Marketing Plan**

Line Item	Question	Response *
38	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.	Our marketing strategy for this contract opportunity will be meticulously crafted to ensure maximum outreach and engagement. Central to our approach is trade shows, conferences, social media and relationship building through our extensive networking. Our messaging highlights the benefits and specifics of the operational upgrades and cost reduction opportunity. Our information is strategically disseminated at industry events, through direct mail to targeted prospects, and as downloadable content on our website. Additionally, we leverage the persuasive power of case studies (See case studies in Document Section in Marketing Plan/Examples) and white papers, which showcase our expertise and successful track record. These materials not only demonstrate our capability to deliver on similar contracts but also establish our thought leadership in the field. These resources are also promoted through a targeted email marketing campaigns, shared on our social media platforms, particularly LinkedIn, and made available on our website for download, ensuring they reach both existing clients and potential new customers. This comprehensive strategy is designed to build credibility, educate potential clients about our offering, and ultimately drive engagement and responses to the contract opportunity. See Marketing Presentation in Document Section under Marketing Plan/Examples.
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	In recent times, our approach to leveraging technology and digital data has significantly bolstered our marketing effectiveness. Starting with the redesign of our websites using WordPress, we've created a more engaging and user-friendly online presence. The implementation of Call Rail for phone tracking has been pivotal in understanding customer interactions and optimizing communication strategies. By integrating HubSpot, we've streamlined our contact nurturing and campaign management processes, ensuring a more targeted and efficient approach to customer engagement. The addition of Google Ads into our marketing campaigns has expanded our reach, allowing us to connect with a broader audience more effectively. Furthermore, we've been enriching our LinkedIn presence by delivering quality content and maintaining an interactive content calendar, thus adding value for our followers and enhancing brand visibility. We've also embraced data analytics tools to scrutinize customer behavior and preferences, enabling us to tailor our marketing strategies with greater precision. This holistic use of technology and digital tools not only drives better marketing outcomes but also fosters a deeper connection with our audience, laying a foundation for sustainable growth and customer loyalty.
40	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?	Based on VMS's CRO past experience, Sourcewell is very good at promoting their contracts and contractors. VMS believes that the Sourcewell's marketing model is effective and that is demonstrated by the growth in overall Sourcewell sales revenue. The basis of VMS's longevity is quality customer service rated and Sourcewell is well aware of this concept and its benefits to its members. We have a robust pipeline of opportunities and are confident having a Sourcewell Contract will assist us in closing more deals and enhancing our active pipeline of opportunities. VMS is firmly committed to the Sourcewell contract buying concept and is in agreement that it is the way of the future. VMS will create sessions at their National Sales Meetings dedicated solely to Sourcewell sales education and training. These sessions will include how to properly sell, using any contract award, question and answer periods, and testimonials about VMS success stories with the contract. We will also proudly display the Sourcewell flag at all trade shows and conferences that we exhibit at in order to promote and market the brand.
41	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.	VMS's services will not be available through an e-procurement order process as each customer site and processes are different and will need to be reviewed by a VMS representative prior to submitting a proposal.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
42	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.	VMS will provide services for the member. VMS can retain current City employees from dispatch and/or Impound or Member can choose to reallocate resources for higher priority activities. All appropriate training will be conducted for VMS employees under the new Service Agreement; no equipment will be used by the Member.

43	Describe any technological advances that your proposed products or services offer.	VMS utilizes proprietary software, to manage the entire police tow dispatch process, removing responsibility from the Emergency Department. Powered with metrics through our software, VMS can manage tow company contractual performance and maintain towing performance standards to decrease wait times and increase police officer safety. This streamlines system tracks the chain of custody of a vehicle from tow dispatch to redemption or disposal of the vehicle. The system is completely transparent to the member at all phases of the process.	*
44	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.	N/A - Does not apply to us as we are providing management services.	*
45	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.	N/A - Does not apply to us as we are providing management services.	*
46	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.	VMS is not a WMBE, SBE or veteran owned business, however, VMS is dedicated to fostering a diverse and inclusive workplace. We believe talent and experience can come from diverse backgrounds and we actively seek out qualified candidates from minorities, veterans, and other groups. By building a team that reflects the richness of our communities, we aim to bring a wider range of perspectives and experiences to the table, ultimately strengthening our ability to serve our customers.	*
47	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>VMS has the following attributes that no other company can offer to Sourcewell members:</p> <p>Towing Dispatch:</p> <ul style="list-style-type: none"> <li>~No cost to Member. Member will actually make a profit through revenue sharing.</li> <li>~Reduction of employee costs with reduction or re-purposing of Member employees. Re-staff with VMS employees in current Dispatch Communications Center or separate local facility</li> <li>~Offload towing dispatch management functions from current public safety personnel (911 operators) which will improve 911 response times to public.</li> <li>~VMS to perform towing dispatch management functions 24x7x365</li> <li>~Utilization of state-of- the art towing &amp; dispatch management software with full transparency reporting</li> <li>~Perform other call center functions on anything towing related (311 - where is my car, etc.)</li> </ul> <p>Impound Management:</p> <ul style="list-style-type: none"> <li>~VMS can assume full operational management of the City impound operation (~90-day transition plan)</li> <li>~Enables City to eliminate all costs - VMS absorbs all labor and expenses to perform the impound operations.</li> <li>~Reduction of employee costs with reduction or re-purposing of Member employees. Re-staff with VMS employees at Member owned Impound location – City can choose to reallocate resources.</li> <li>~VMS further optimizes impound operations with streamlined processes, state-of-the-art software and maximized auction proceeds.</li> <li>~VMS indemnifies City from all risks (claims, employee turnover, etc.)</li> <li>~Implementation of a creative revenue share model that benefits Member.</li> </ul>	*
48	Describe technology and software applications used for record keeping and reporting; additionally, identify the ability to integrate with participating entity technology or software applications, as applicable.	<p>Below is a summary of what our best-in-class technology and software application service offerings and standards that will be used for record keeping and reporting purposes:</p> <ul style="list-style-type: none"> <li>• Complete transparency and real time information on tows to city officials and police agencies through access into our web-based dispatch and impound systems. City and police officials can review tow times, vehicle pictures, dispatch details, including which officer requested the tow, what company and driver towed the vehicle, as well as view and manage investigative vehicle holds.</li> <li>• GPS system that tracks all driver's movements before, during and after the tow. This GPS route is archived and viewable by all parties and can be used in investigations and to provide complete transparency on the tow when it comes to validating contract metrics and KPI's</li> <li>• Dispatch system allows various agencies throughout the city to requests tows via individual logins and is not just limited to police dispatch. Parking enforcement agencies, city fleet, health and hospital, abandon vehicle programs, etc., all use our system to dispatch ordinance towing</li> <li>• Our operating system has the capability to: <ul style="list-style-type: none"> <li>o Timestamp and log all customer interactions. These logs and timestamps cannot be altered by the user and provide transparency on the lifecycle of the vehicle.</li> </ul> </li> </ul>	

- o Configure to individual municipalities fee requirements including ordinance set tow fees, storage fees, and ancillary fees ensuring citizens are never over or under charged.
- o Decode Vehicle Identification Numbers (VIN) helping us identify fraudulent VIN plates and eliminated paperwork errors on intake. This ensures 100% accuracy when running vehicle information and obtaining legal owner information
- o Integrate with Auto Data Direct, a national VIN database and mailing service, and is capable of obtaining and mailing state required impound notices at the push of a button.
- o Generates and completes individual state and local forms upon sale of the vehicle in our auctions thus eliminating the need for an individual to do this in which errors can be introduced.
  - Utilization of software technology and industry leading inventory best practices to locate and control vehicle inventory. This ensures complete inventory accuracy, reduced claims and significantly reduced customer wait times to redeem their car.
  - Our web search tool allows citizens to find out what our impound location is and locate their vehicles. This tool is optimized for both desktop and mobile devices.
  - Customer waiting and automated queuing technology that tracks and archives the moment the citizen gets in line at the customer service center, to the time they are being serviced at the window. This significantly reduces customer wait times and can provide metrics to the municipality where wait time metrics are a part of the contract, or even if they are just interested in how quickly we are servicing customers.
  - 100% of our vehicles are all weather barcoded upon intake and those barcodes are associated with the system vehicle record. These barcodes ensure that even the most damaged and burn vehicles will always be identifiable. These barcodes also work with our mobile OS devices allows us to scan and bring up vehicle info instantly.
  - All vehicle releases or property passes are logged and paper forms are generated in the system that can be signed and uploaded to the vehicle record. These forms can only be generated once we have entered the citizens info into our system and validated their credentials. We also scan and upload those credentials for later reference by us or the municipality
  - All vehicle ownership documents, as well as any legal docs or notarized documents used to access or release a vehicle are scanned and uploaded to the system vehicle record and can be viewed at any time by the municipality or lot staff.
  - Cycle counts or full physical Inventories can be administered through our Mobile OS through scanning VIN plates on the vehicle through our inventory module. This systematically shows when and what time the vehicle was inventoried, and reports can be generated showing this information
  - Lien module that facilitates, and tracks lien letters sent in a vehicle, and controls when a vehicle is eligible for auction eliminating impounds selling vehicles too early, or forgetting to send the state required impound letter/s
  - Auction module that allows us to properly schedule vehicles ready for auction, add marketing pictures or video to those vehicles, and seamlessly publish these vehicles for sale on our integrated auction platform accessible to the public.
  - Integrated online auction platform that is accessible to the public to meet the municipal and state auction requirements for abandoned vehicles
  - Towing management services of participating towing contractors in a city's network. This includes vetting, tracking, and working/training on best practices and issues thus offloading this responsibility from city officials to allow redeployment of valuable staff and resources
  - All Vehicle claims will be on our account and we indemnify the city for all damages caused while in our care
  - Customizable reports that assist government agencies with the necessary data for their own required reporting. These reports can be automated via our daily/weekly/monthly subscription scheduler services so that reports are always available and delivered on time to the person or group that needs them
  - Online claim submission and claims tracking and reporting
  - Municipal personal property and repossession tow tracking through our Impound system and an interactive website to allow those tows to be entered by the towing agency quickly. Reports can be customized around this process.
  - Industry leading phone systems to ensure customers are queued and helped quickly with backup call-centers located throughout the United States
  - All our systematic data is backed up and secured within the government cloud



**Table 9: Performance Standards or Guarantees**

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

Line Item	Question	Response *
49	Describe any performance standards or guarantees that apply to your services	<p>We guarantee that our services will:</p> <ul style="list-style-type: none"> <li>~Turn cost center into profit center by revenue sharing and VMS applying their expertise and efficient operating model while taking on all costs associated with towing dispatch and impound management for the Member.</li> <li>~Decrease Officer wait times at crash scenes (&lt;15 min on average)</li> <li>~Reduction in police dispatcher involvement.</li> <li>~Decrease secondary accidents as a result of faster response times</li> <li>~Reduce towing related calls in and out of 911 Dispatch - we will have our own dedicated line for towing related calls</li> <li>~15 minute or less drop time process for all tow trucks bringing vehicles into our facilities</li> <li>~Reduction in towing response times</li> <li>~Full Transparency on the lifecycle of the tow from the incoming call to vehicle disposal.</li> <li>~Utilization of single technology platform with immediate access to all towing data, reports, metrics, etc.</li> <li>~24x7x365 dispatching management.</li> <li>~Improved claims and complaint management</li> <li>~improved customer service for citizens for vehicle pickup and payment.</li> </ul>
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>No cost to Member – turns cost center into profit center (revenue sharing)  Improved Towing/Wrecker Dispatching Process which will Lower Tower/Wrecker Response Times  Improved Officer Safety  Real-Time and Transparent Vehicle Data  Streamlined Vehicle Impoundment Process  Improved customer Service - Simplified Process for Citizens to locate and claim their vehicles.</p>

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

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods.	VMS normal Payment Terms are net 30 days. For patrons picking up their vehicles at the impound, payment must be made at that time. We accept cash, check and credit card at the time of vehicle pickup.
52	Describe any leasing or financing options available for use by educational or governmental entities.	There are no financing or leasing options for services to be provided in the scope of this solicitation.
53	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Attached is a copy of our Standard Contract for Professional Services. The Member can use this version or modify it based on their customized requirements. We are also willing to utilize the Member's Agreement as the basis for our service relationship.
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	P-Card is accepted. VMS reserves the right to charge up to a 3% fee for the use of cards.

**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 *
55	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.	Our pricing model is to offer a percentage discount from the published dispatch rates to Sourcwell Members on dispatch services being offered. VMS's discount will be a minimum of 3% off of the retail rates on our Pricing Form (Exhibit A). Discounted pricing will be based on annual towing volume. All rates charged for vehicle redemption (towing and storage charges) will be in accordance with the rates set by the City and/or State, as applicable, and not subject to any discount. Any vehicles auctioned due to non-redemption will not be subject to a discount. A profit sharing of all vehicle dispatch and auction revenue realized by VMS will be shared with Member - 5% of towing dispatch revenue and 10% of auction revenue. Member auction share percentage will be adjusted up based on length of contract term.
56	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.	VMS is proposing a 3% discount from retail vehicle dispatch rates contained in Exhibit A.
57	Describe any quantity or volume discounts or rebate programs that you offer.	There are no standard quantity or volume discounts, or rebate programs, however VMS will offer to Member additional revenue share percentage based on contract term length.
58	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.	N/A - does not pertain to our services.
59	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.	N/A - does not pertain to our service offering.
60	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A - we are providing a service.
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A - we are providing a service.
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A - we are providing a service.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	VMS recognizes the value of the national volume this contract can offer and has discounted their prices accordingly.



**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell 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 Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We will quote each Sourcewell Member under the contract guidelines, terms and conditions. Every Sourcewell Member quotation delineates the Sourcewell Contract Number. When a Purchase Order is received, VMS will require the Purchase Order to reference the contract number. This process makes it clear for all personnel to recognize that it is a Sourcewell Contract Sale. The Dispatch and Impound facility will keep track of all transactions We keep track of all dispatch calls, vehicle tows, days of storage and vehicle auction sales. The sale, when received, is booked and accounted for on a Sourcewell sales spreadsheet. This makes the end of quarter reporting complete and on time. As a secondary validation, when VMS receives a payment for a monthly service, VMS will verify the contract used in the purchase. This ensures the correct accounting for the sale on a second level.
65	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.	VMS values the ability to market our services to Sourcewell Members. In order for VMS to ensure we are providing the service that Sourcewell Members want, VMS will be evaluating the sales, monthly, quarterly and annually, to ensure consistent growth. VMS will respond accordingly to specific regional performance through sales training as well as participation in Sourcewell training classes. We are fully expecting to increase our sales each year through utilization of our CRM - HubSpot by conducting sales/marketing campaign to Sourcewell Members. VMS operates with an annual marketing plan to ensure that we maximize our outreach to potential customers, including Sourcewell Members in order to achieve their goal.
66	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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.)	VMS will pay a fee of 1% for services performed on towing dispatch, impound storage and vehicle auction fees. The 1% will not be calculated any towing fees (this is a pass through to the patron picking up the vehicle)

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

Line Item	Question	Response *
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67	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p><b>Towing Dispatch Management</b></p> <p>Transparency is key to ensuring all aspects of a tow request and the implementation of process are executed in a timely manner. This is the foundation of our success. Once a police officer calls in a tow via our proprietary software application, a driver will be dispatched to the scene in a timely manner. Upon Arrival the driver is then required to follow a series of steps to ensure all parts of the tow are documented properly. In addition, a tow record is automatically created within our software that will have a PD Incident Number, and a case number for that tow. All of the steps, pictures, and notes following that record creation will be housed within that tow record with those unique identifiers.</p> <p>Once accepted by the appropriate tow company, and dispatched, the Driver clicks off a series of steps within the tow process itself through the software Driver app to ensure each part of the tow process was completed. When those actions are completed, that data is timestamped and recorded within the individual tow record itself and can be accessed at any point during or after the tow process. Those actions for a tow within the driver app are:</p> <ol style="list-style-type: none"> <li>1. Arrived at Scene <ul style="list-style-type: none"> <li>• This is where the Driver would take 4 sided photos of the wreck quickly and concisely through the app before he loads the vehicle. These would be stored and uploaded to the tow records.</li> </ul> </li> <li>2. Loaded Vehicle <ul style="list-style-type: none"> <li>• This is where the driver would do his pre-trip loaded inspection to make sure all of his straps, and hooks are loaded correctly for the tow.</li> </ul> </li> <li>3. En Route To VSF (Vehicle Storage Facility) <ul style="list-style-type: none"> <li>• This time stamp will give us an official time exiting the scene and being on the road.</li> </ul> </li> <li>4. Arrived at VSF <ul style="list-style-type: none"> <li>• When checking in to the VSF the driver will click this action which will then give the record an official timestamp of arrival.</li> </ul> </li> <li>5. Completed Call/Dropped Vehicle <ul style="list-style-type: none"> <li>• Once a vehicle has been dropped safely, clicking this action will allow a driver to then be eligible for any other tows that are available.</li> </ul> </li> </ol> <p><b>Impound Management Summary:</b></p> <p>VMS incorporates a streamlined solution to address the vehicle lifecycle issues that currently exist. Below is the full comprehensive process:</p> <p><b>Vehicle Intake</b> – In addition to conducting full inspections upon intake, VMS will utilize electronic documentation to digitally record, inventory and track impounded vehicles, providing accuracy and saving processing time.</p> <p><b>Secured Storage</b> – We will ensure secured vehicle storage and professional maintenance of all impound facilities we oversee.</p> <p><b>Lien Process</b> – As soon as the vehicle has been inventoried into the Impound, ownership information will be requested through the proper channels. When the ownership information is received, proper notifications will be made including any lien holders in a timely and documented fashion adhering to all state and local laws.</p> <p><b>Vehicle Release</b> – We provide efficient and professional vehicle retrievals including payment processing with a focus on minimizing release times and optimizing the experience for vehicle owners.</p> <p><b>Unclaimed Vehicle Disposal</b> – We will conduct an online auction with our auction integration of our Impound Software to expand reach, boost demand and maximize return on the sale of unclaimed vehicles. We will be able to generate a vehicle tow and notification history for every vehicle for reference and verification of lien letters and advertising for sale and tow history.</p> <p><b>Traffic incident management</b> - our objective is to implement efficient and effective programs that provide quick response and clearance of crashes and other incidents. We bring traffic control, scene stabilization, incident maintenance response (such as debris removal and spill cleanup), and assistance to other first responders all under a secure technology offering. This ensures complete transparency and constant improvement of program effectiveness through focused real time metrics. We have over thirty years of experience providing exceptional operational services to state and local departments of transportation. Our quick-clearance methodologies have been proven to shorten incident durations, prevent secondary crashes, minimize non-recurring congestion, and save lives.</p>
68	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Towing Management and Logistics, Dispatch Management, Towing company Management, Traffic Incident Management, Incident Management, Impound Management, Vehicle auctions, Dispatch Command Center, Dispatch Service, Tow Storage, Vehicle Storage Solutions, Vehicle Management.</p>
69	Describe available options for customization of the equipment and products offered in your proposal and any related order processes.	<p>All of our services are customizable based on the Member's size, needs and requirements. For example, we can provide towing dispatch and not impound management. We can provide impound management and not towing dispatch. For the Member to maximize our full benefit and cost savings potential it is best to utilize VMS for the whole lifecycle of the towing process.</p>

70	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	N/A - we are providing a service
71	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable Federal and state requirements.	We comply with all local, state and national licensing requirements.
72	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	We will comply with all local, provincial and national licensing requirements.

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

Indicate below if your proposal offers the listed types of equipment, products, and services. Provide an additional explanation in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
73	Preventative maintenance Services	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A - do not offer
74	Car Wash and Detailing Services	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A - do not offer
75	Towing dispatch and Impound Lot Management with related Auction Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Services detailed in bid: Towing Management and Logistics, Dispatch Management, Towing company Management, Traffic Incident Management, Incident Management, Impound Management, Vehicle auctions, Dispatch Command Center, Dispatch Service, Tow Storage, Vehicle Storage Solutions, Vehicle Management.
76	Shop fluid disposal and recycling services	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A - do not offer

**Table 14C: Depth and Breadth of Offered Equipment Products and Services - Complementary/Incidental Offering**

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

Line Item	Category or Type	Offered *	Comments
77	Parts, supplies, and accessories complementary or incidental to the services described in Line Items 73 - 76 in Table 14B above	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A - do not offer
78	Services, software, maintenance, and support complementary or incidental to the offering of the solutions described in Line Items 73 - 76 in Table 14B above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Detailed in bid

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

**Line Item 79. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

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

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

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

- [Pricing](#) - Sourcewell Dispatch and Impound Management Pricing FINAL 031124R.pdf - Monday March 11, 2024 15:22:34
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Sourcewell Marketing Materials.zip - Thursday March 07, 2024 10:50:21
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - Sourcewell Customer Agreement Sample.pdf - Monday March 04, 2024 16:15:41
- Requested Exceptions (optional)
- Upload Additional Document (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum 8 Garage and Fleet Services RFP 031224</b> Mon March 4 2024 04:06 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 7 Garage and Fleet Services RFP 031224</b> Thu February 15 2024 02:34 PM	<input checked="" type="checkbox"/>	2
<b>Addendum 6 Garage and Fleet Services RFP031224</b> Tue February 13 2024 02:59 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 5 Garage and Fleet Services RFP 031224</b> Mon February 12 2024 03:39 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 4 Garage and Fleet Services RFP 031224</b> Tue February 6 2024 03:03 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 3 Garage and Fleet Services RFP 031224</b> Thu January 25 2024 03:20 PM	<input checked="" type="checkbox"/>	2
<b>Addendum 2 Garage and Fleet Services RFP 031224</b> Wed January 24 2024 03:19 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 1 Garage and Fleet Services RFP 031224</b> Tue January 23 2024 02:52 PM	<input checked="" type="checkbox"/>	1