



Solicitation Number: RFP#011620

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Lease Servicing Center Inc. dba National Cooperative Leasing**, 220 22nd Ave. E. Suite 106, Alexandria, MN 56308 (Vendor).

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

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 13, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

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

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

3. PRICING

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

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell 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)
- 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 Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

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

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

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

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor'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, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

24. CANCELLATION

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

Sourcewell

Lease Servicing Center Inc., dba National Cooperative Leasing

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
By: Christopher Canavati
A1AA572FEE2B4AF...

Title: Director of Operations & Procurement/CPO

Title: Secretary/Treasurer

Date: 3/11/2020 | 3:44 PM CDT

Date: 3/12/2020 | 5:20 AM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Title: Executive Director/CEO

Date: 3/12/2020 | 7:51 AM CDT

RFP 011620 - Tax-Exempt Municipal Leasing with Related Services

Vendor Details

Company Name: Lease Servicing Center, Inc.
Does your company conduct business under any other name? If yes, please state: National Cooperative Leasing
Address: 220 22nd Ave
Alexandria, Minnesota 56308
Contact: CHRISTOPHER CANAVATI
Email: chris@lscfinancial.com
Phone: 320-763-7600
Fax: 320-763-9600
HST#: 41-1979924

Submission Details

Created On: Sunday November 24, 2019 21:28:09
Submitted On: Thursday January 16, 2020 09:47:08
Submitted By: Katie Vangsness
Email: kvangsness@lscfinancial.com
Transaction #: 1d462c33-f854-46db-a4f7-f10a8d7babca
Submitter's IP Address: 216.168.95.182

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Lease Servicing Center, Inc. dba National Cooperative Leasing
2	Proposer Address:	220 22nd Ave. E. Suite 106 Alexandria, MN 56308
3	Proposer website address:	WWW.NCLGOVCAP.COM
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Christopher Canavati - Secretary / Treasurer 220 22nd Avenue East Suite 106 / Alexandria, MN 56308 chris@lscfinancial.com (320)-763-7600
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christopher Canavati - Secretary / Treasurer 220 22nd Avenue East Suite 106 / Alexandria, MN 56308 chris@lscfinancial.com (320)-763-7600
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Katie Vangsness - Account Manager 220 22nd Avenue East Suite 106 / Alexandria, MN 56308 kvangsness@lscfinancial.com (320)-763-7600

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Lease Servicing Center, Inc. (LSC) was established in July of 2000 as an independently owned leasing company by Mitri and Chris Canavati.</p> <p>The company was built on three guiding principles that remain relevant today:</p> <ul style="list-style-type: none"> • Focus on the success of our people • Focus on the success of our customers • Surround ourselves with the best funders and Vendors in the industry <p>In August of 2000, Lease Servicing Center began a relationship with the North Central Service Cooperative, now Sourcewell. In order to better serve Sourcewell, LSC formed a division, National Cooperative Leasing (NCL), to strictly focus on leasing in the government space as well as other sectors of the market that meet the qualifications for Sourcewell membership. This focus has resulted in NCL developing expertise in the government finance industry, allowing NCL to better serve Sourcewell Vendors and Members.</p> <p>The foundational elements that drive how we operate and engage with our customers are our core values. As a value driven organization our team lives and breathes by these principles in everything we do. As the relationship with Sourcewell expanded, we crystalized our core values to reflect that evolution and spirit of a true partnership. Listed below is the outline of our core values. A full table with our core values and a few examples of how they have been and will continue to be applied to the Sourcewell relationship are located in the document upload center:</p> <p>Live with Integrity</p> <ul style="list-style-type: none"> • Do the right thing • Be transparent, honest and consistent • Be accountable <p>Build lasting relationships based on trust and loyalty</p> <ul style="list-style-type: none"> • Share in Success • Follow through • Keep our word <p>Strive for excellence</p> <ul style="list-style-type: none"> • Challenge the status quo • Aim higher • Deliver on our promises <p>Nurture partnerships</p> <ul style="list-style-type: none"> • Be supportive, listen and encourage • Be passionate, determined and driven • Work hard & have fun <p>Utilize creativity</p> <ul style="list-style-type: none"> • Act boldly in trying new approaches • Reward innovation • Be optimistic <p>NCL is thankful and proud of the strong synergies and partnerships that have grown between NCL and Sourcewell, as well as the strong relationships that have grown between NCL and many Sourcewell Vendors and Members.</p> <p>As NCL and Sourcewell move forward together, NCL is poised to continue providing the highest quality of service and finance programs to Sourcewell's Vendors and Members. NCL's proven methodologies and toolkits have been formulated over the past twenty years of working in collaboration with Sourcewell, Sourcewell Vendors and Sourcewell Members.</p> <p>NCL will continue to adapt as a brand and as a business to remain as closely aligned to Sourcewell as possible. This is reflected in NCL's newly launched brand, logo and website, which will educate members about the benefits that NCL and Sourcewell can provide to Members. NCL will continue to demonstrate to Sourcewell, Sourcewell Vendors and Sourcewell Members that NCL is a critical partner.</p>
8	<p>Provide a detailed description of the products and services that you are offering in your proposal.</p>	<p>The products included in this proposal are the specific types of financing programs (structures) which have been outlined below. In addition, NCL will include two categories of services: Member Services and Vendor Services.</p> <p>Products:</p> <p>NCL has the ability to offer the Sourcewell Members many different lease/financing structures including but not limited to a Tax-Exempt Municipal Lease Purchase. NCL finances projects ranging in size from \$3,000 to \$5 million+ with terms from 12 months to 15 years.</p>

Tax Exempt Municipal Lease Purchase is a structure that is available only to Government and public education agencies. This is designed as a \$1out, meaning there is no purchase option at the end of the term. The Member takes ownership of the equipment at the beginning of the term and NCL releases its interest in the equipment once all payments have been made. This structure has tax benefits to the Lessor (NCL) which it passes on to the Sourcewell Member in the form of a lower rate. This is one of the most utilized structures because it is the least expensive form of financing available for Government and public education agencies and has a tremendous amount of flexibility in the term, payment frequency, and asset type.

Fair Market Value (FMV) is also commonly known as an operating lease. An FMV lease allows the lessee to use the equipment for the term of the lease for a fixed monthly payment. At the end of the lease term, the Member has the option to return the equipment, renew the lease, or purchase the equipment for the Fair Market Value at that time. Sourcewell Members may elect to use an FMV lease for equipment that has a shorter useful life and requires upgrades more frequently (under 5 years) or if the Member does not want to own the equipment at the end of lease term. An FMV can be a good lease option for equipment like copiers, technology, vehicles, heavy equipment. The FMV is available to all Sourcewell Members.

\$1 BuyOut Lease is considered a capital lease and is very similar to a loan. The \$1 buyout lease is similar to the FMV lease in that the Member has a fixed monthly payment for the term of the agreement. Unlike an FMV lease, at the end of the term ownership is passed on to the Member in exchange for \$1.00. This is best used for equipment where the Member wants to own the equipment but wants the benefit of paying for it over its useful life. This is available to all Sourcewell Members, but would most likely be used by Not-for-Profits and private education institutions who do not qualify for Tax Exempt Municipal Leases.

TRAC Lease or Terminal Rental Adjustment Clause is a lease of qualified motor vehicles. The Lessee and Lessor agree upon the estimated residual value (value of equipment at the end of the lease term) and that amount is calculated into the lease payments (lessee does not end up paying for the full equipment price through their monthly lease payments). At the end of the term, the Member either purchases the vehicle for the previously agreed upon residual value or returns the vehicle. If the vehicle is returned, the Lessor liquidates the vehicle. In the event the vehicle is liquidated for less than the residual amount, the lessee is obligated to pay the difference. In the event the vehicle is liquidated for more than the residual amount the delta is submitted to the Lessee (Member). This type of structure gives the Member the flexibility to wait until the end of the lease term to decide what they would like to do with the vehicle, but allows them to know all of the costs associated with the lease upfront vs. an FMV lease where the purchase option is not decided until the end of the term.

Vendor Services:

NCL believes it cannot fully support the Sourcewell Members without also educating and supporting the Sourcewell awarded contract holders and their dealer networks (Vendors). NCL provides a Vendor training program that includes Sourcewell RFP support, contract launch support, multi-level education (webinars, breakout sessions, sales meetings). The Vendor training programs offered by NCL are detailed in question #32 and #36 of this RFP.

A key component of NCL's Vendor services is the hands on assistance the NCL Account Manager provides on each Sourcewell Vendor opportunity. NCL has learned through the years that Vendors are not comfortable discussing financing to its Sourcewell prospects. Government financing is much more complex than traditional commercial financing. NCL's Account Managers specialize in government financing and are better equipped to have these discussions with the Sourcewell Members on behalf of the Sourcewell Vendor. This is why NCL Account Managers are often viewed as an extension of the Vendors' sales teams.

Member Services:

NCL offers lease & financing solutions to ALL Sourcewell Members. NCL recognizes that with over 50,000 Sourcewell Members across all Member sectors, there are diverse needs and opportunities that require creativity and flexibility in order to meet those needs. NCL prides itself on being flexible and creative. Through NCL's consultative sales approach, NCL is able to discover the best finance solution to meet each individual Members needs. Unlike traditional financial institutions, they are not partial to a specific asset or Member sector with its funding solutions. NCL has built a robust portfolio of solutions to support all of the Sourcewell Members and their own unique needs.

When speaking with a Sourcewell Member or a prospective Member the NCL Account Manager takes a consultative approach by listening first and then takes the

		<p>time to ask important questions which will help the Account Manager guide the Member to the best lease/finance solution for their needs.</p> <ul style="list-style-type: none"> • Members have repeatedly told NCL that they have immediate needs for equipment, but don't have the funds to pay for the equipment until future fiscal years. NCL allows Members to push out their first lease payment to future fiscal years. Allowing a Member to procure what they need in one fiscal year and not start paying for it until the next fiscal year has been a key to the Member getting what they need when they need it. • The NCL Account Manager will find out if the Member would like to own the equipment after the term of the agreement is up or, would they prefer to return the equipment and upgrade to new equipment. This helps the Account Manager determine which financing structure best fits the Member's needs. • Asking what the Member's budget is for the upcoming annual lease payments helps the NCL Account Manager fit the agreement term length to the Members budget needs. <p>The purpose of asking these questions, is to help the NCL Account Manager provide a solution that best fits the Member's needs.</p>
9	<p>What are your company's expectations in the event of an award?</p>	<p>In its response to the RFP in 2015, NCL laid out the following expectations:</p> <ol style="list-style-type: none"> A significant increase in overall volume of leases written per year A significant increase in the number of NJPA vendors who offer NCL alongside their products A significant increase in the volume of leases written directly with NJPA member agencies A significant increase in NJPA vendor sales due to offering a competitively bid financing plan along with their product <p>Since being awarded a competitively bid contract with Sourcewell in 2015, NCL has not only met but exceeded expectations in each of the categories above. The largest growth in each category occurred in 2019. The reason for this is mainly due to the growth NCL experienced in (b) above. The NCL strategy was to collaborate with other Sourcewell Vendors to offer a turnkey competitively bid solution to Members (A competitively bid equipment solution + competitively bid finance solution). The number of Sourcewell contract holders who completed transactions with NCL has grown from 5 in 2015 to 41 in 2019.</p> <p>The success shown in the number of contract holders completing transactions with NCL has led to growth in volume of leases written by over 1000% with just over \$3 Million in 2015 to over \$30 Million in 2019. In addition, many of the contract holders continually speak to the contract success they have had by collaborating with NCL in offering the turnkey solution.</p> <p>"It is great to have a partner like NCL as it is almost like having another member of our sales force to help close deals. We believe that the success of the sales of our product, as well as, to a degree how well Sourcewell does is directly related to NCL and their efforts to make the sales process as simple as possible." – Doug Peters, Regional Sales Manager – Zamboni Company (Sourcewell Contract #030117-FZC)</p> <p>The strategy of collaboration is clearly making a dramatic impact on NCL's success with the contract. The relationships that have been built have taken considerable time and effort but are now producing real results.</p> <p>If awarded a contract, NCL plans to continue to build on its past success by continuing its strategy of collaboration with other Sourcewell contract holders. This collaboration strategy will be key to growing the relationships in both strength and numbers. As NCL has experienced these past five years, this will result in growth in the same four areas:</p> <ol style="list-style-type: none"> A significant increase in overall volume of leases written per year A significant increase in the number of Sourcewell Vendors who offer NCL alongside their products A significant increase in the volume of leases written directly with Sourcewell Member agencies A significant increase in Sourcewell Vendor sales due to offering a competitively bid financing plan along with their product

10	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>Lease Servicing Center, Inc dba National Cooperative Leasing, was established in July of 2000. It is privately owned by Mitri Canavati and Chris Canavati who are both active in the day to day operations of the company. The financial strength and stability of the company, while strong and secure, does not compare to the financial strength and stability of the funding partners who are all committed to providing the funding for the leases originated by NCL.</p> <p>Financial summaries for each of the funding partners are included in the document upload section of the response and can also be found at www.ibanknet.com. NCL, together with its funding partners have unlimited funding capacity in order to serve both Sourcewell Vendors and Members. Combined, these banks represent over \$2 Trillion in asset value. Each of these funding partners is committed to working with NCL to continue its path of success with Sourcewell, Sourcewell Vendors and Sourcewell Members.</p> <p>Our financial strength and stability have been demonstrated over the past 20 years with the ability to timely process and pay Sourcewell Vendors on transactions ranging from \$1,500 to \$4,500,000.</p> <p>Please see letters of reference provided in the document upload section.</p>	*
11	What is your US market share for the solutions that you are proposing?	According to information gathered by the Association of Government Leasing and Financing, the estimated originations of government leases is roughly \$5 Billion per year. Our share of that would be roughly .75%.	*
12	What is your Canadian market share, if any?	We could not find any industry data in terms of originations of government leasing originations in Canada. We have funded leases in Canada; however, our volume would not be significant.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Lease Servicing Center, Inc. has never filed a petition for bankruptcy.	*
14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>We are a service provider.</p> <p>b) relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> <p>NCL relies on its direct sales force, which are employees of NCL to build relationships with Sourcewell Vendors and to train Sourcewell Vendors on how to utilize its products and services to help Sourcewell Members get more of what they need. In addition, Sourcewell Vendors are provided with the necessary tools to provide a leasing quote on every transaction.</p> <p>NCL also has a direct service force to handle the credit, documentation and funding during the origination process of transactions as well as customer service personnel who work with the billing and collecting of the leases post funding in addition to handling questions from Members calling in.</p>	*
15	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.	There are no licenses and certifications required to be held by organizations in pursuit of the business contemplated by this RFP.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Tax Exempt Municipal Leases</p> <p>Operating Leases</p> <p>TRAC Leases</p> <p>Equipment Finance Agreements</p> <p>Municipal Bond Financing</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	NCL and its owner Chris Canavati were awarded the 2019 Sourcewell Legendary Leadership Award. The Legendary Leadership Award recognizes the level of individual leadership and influence required to lead multiple channels of a respective company to the full embracement of the Sourcewell cooperative purchasing way of business. The recipient demonstrates keen business instincts, commitment and innovation in developing and presenting justifications and business process validation that redirects a well-established internal company-wide business culture through the challenges of the national cooperative purchasing approach to business.
19	What percentage of your sales are to the governmental sector in the past three years	Government 65%
20	What percentage of your sales are to the education sector in the past three years	K-12 27.1% Higher Ed 4.99%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	None
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	None

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *
Wappingers Central School District	Barbara Mackson	845-298-5000
Cleary University	Dr. Matthew Bennett	517-338-3014
City of Woodland	Troy Thompson	530-661-5956
City of Methuen School Department	Ian Gosselin	978-722-6018
City of Des Moines	Brian Bennett	515-323-8940

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Cardinal Spellman High School	Education	Massachusetts - MA	Facility Improvements	1 Transaction	\$2,510,000
City of Sheboygan	Government	Wisconsin - WI	Plastic Garbage Totes	1 Transaction	\$2,001,206
University of Houston	Education	Texas - TX	Office Equipment	Various - 44 Transactions	\$2,551,952
Cleary University	Education	Michigan - MI	Facility Improvements	Various - 4 Transactions	\$1,895,920
Sullivan County	Government	Tennessee - TN	Heavy Fleet Equipment Fleet Vehicles	Various - 2	\$1,968,773

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	<p>NCL is led by a direct sales team consisting of a VP of sales and 5 vertical specific Account Managers. The verticals are Information Technology, Park and Recreation, and Fleet and Heavy Equipment. All but one is located in the Alexandria, Minnesota headquarters with the exception of one who offices out of Woodbury, Minnesota. All Account Managers serve their verticals nationwide and travel extensively in order to support their dealer networks. The NCL direct sales team spends 100% of their time serving Sourcewell, Sourcewell Vendors, and Sourcewell Members. There is no overlap between the sales and service function.</p> <p>In addition to the NCL direct sales team, there are at least ten thousand "feet on the street" salespeople who are employees of other Sourcewell Vendors who have been trained and equipped to offer Tax Exempt Municipal Leasing provided by NCL.</p> <p>Below is a sampling of Sourcewell Vendor dealer networks whom NCL has trained and equipped to offer a turn key competitively bid solution:</p> <ul style="list-style-type: none"> - Johnson Controls Over 1,000 salespeople - Mitel Over 300 Dealers Over 1,500 salespeople - Sharp Over 375 Dealers Over 1,500 salespeople - International Trucks Over 350 Dealers Over 1,500 salespeople - Federal Signal Over 40 Dealers Over 200 salespeople - Sewer Equipment Company Over 30 Dealers Over 150 salespeople
26	Dealer network or other distribution methods.	<p>NCL's dealer network is made up of the Sourcewell Vendors and their dealer networks. As Sourcewell grows by awarding more contracts to new Vendors, NCL's dealer network will continue to grow and continue to support the Sourcewell Members.</p> <p>NCL's business model is based on the idea of Synergy, that the creation of the whole is greater than the sum of the parts.</p> <p>NCL is currently listed on 53 Sourcewell Contracts (including some of the largest dealer network contracts ie: CDW-G, Konica Minolta, SHARP, Mitel, Volvo Construction, Bobcat, Heil, and CASE IH). These Sourcewell Vendors included NCL as a partner for providing lease and financing solutions in their Sourcewell RFP response. This is a testament to the value they place in their relationship with NCL and in the value of collaborating with NCL to provide a turnkey competitively bid solution for their Sourcewell opportunities.</p> <p>In addition, NCL has developed relationships with many Sourcewell Vendors post Sourcewell award (ie: Johnson Controls, Precor, International Trucks, BlueBird Bus, and Sewer Equipment). All of the Sourcewell Vendors NCL has partnered with have access to a finance solution through their own internal finance departments or other third party relationships. However, they recognize the advantage in taking a collaborative approach to their Sourcewell business and choose to collaborate with NCL for those opportunities.</p> <p>NCL has developed a vendor onboarding process which includes customized training designed for each level of a manufacturer (Manufacturer Executive Level, Manufacturer Regional Sales Level, and Manufacturer Dealer Level) designed to educate the sales teams on how to utilize NCL's funding capabilities as a way to deliver a competitively bid turnkey solution to their customers. This allows their customers to get exactly what they need when they need it.</p> <p>Because of the partnership formed with Sourcewell Vendors, NCL's network is made up of more than 10,000 "feet on the street" offering its finance solutions. Equally as important as the number within the network is where the network is located and the Member sectors and equipment vertical they serve. NCL's network is located in every geographic region, and serves every Member sector, and equipment vertical.</p>
27	Service force.	<p>Our dedicated service force is comprised of the following:</p> <p>Credit, Documentation and Funding – Currently, NCL has Sourcewell dedicated credit, documentation and funding departments that work with Sourcewell Vendors and Members. Their responsibility is to work on transactions in order to gain credit approval, prepare documentation for approved transactions and ultimately fund the Vendor. 100% of their time is dedicated to the products and related services contemplated in this RFP.</p> <p>Member Service – NCL's dedicated Member Services team is responsible for working with Sourcewell Members to customize invoices to meet their specific needs. In order to be paid timely, invoicing procedures must comply with the requirements of the Member. The Member Service team also fields calls from Members with questions regarding their account.</p>

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The customer service program is broken down into two components; Credit, Documentation and Funding.</p> <p>Credit: Upon being awarded a transaction, the NCL salesperson is responsible to obtain a credit application from the Sourcewell Member and submit the credit application to the credit analyst. The credit analyst does a review of the application and provides a credit decision.</p> <p>Turnaround Time on credit approvals</p> <ul style="list-style-type: none"> • Up to 100K 4 Hours • 100K -500K 24 Hours • 500K and above 48 Hours <p>Documentation and Funding: Once a transaction has been awarded, a credit application received and an approval given, the analyst will then prepare the document package. In order to prepare the document package, the Vendor needs to provide details on the equipment being leased. The details should include year, make, model, serial number, equipment locations, the total cost of the equipment or project as well as an itemized cost breakdown.</p> <p>Turnaround time on documentation preparations:</p> <ul style="list-style-type: none"> • Once this information is obtained, the analyst will have a documentation package prepared in less than 24 hours. <p>Turnaround time on funding:</p> <ul style="list-style-type: none"> • Once a Delivery and Acceptance notice has been signed and received, payment will be made to the vendor within 24 hours.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>NCL is currently and will continue to offer funding solutions to ALL Sourcewell qualified Members in both the US and Canada. Geographic areas do not limit the service provided by NCL to the Member.</p> <p>This is a unique differentiator that NCL brings to both Sourcewell Vendors and Members. Many other financial organizations elect to not service specific states or regions due to the complexity and difficulty of select state laws or adverse regulations in relation to municipal financing/leasing. NCL has extensive experience originating and servicing Members in all 50 states. Holding true to its core values of "Utilizing Creativity" and "Strive for Excellence", NCL has been able to structure custom financing packages that adhere to the tight regulations imposed by these individual state governments.</p> <p>The lessons learned by NCL in how to provide municipal financing solutions in these unique regions have since been packaged into reusable deal structures that allow NCL to maintain the funding timelines above and are available to Sourcewell, Sourcewell Vendors and Sourcewell Members. This approach has enabled Sourcewell Vendors to effectively provide financing options for their products in these non-traditional markets. This approach has also enabled Sourcewell Members to take advantage of the custom municipal financing options available to them in order to obtain the equipment they need when they need it within their regulatory requirements.</p> <p>The state of New Mexico is a good example. Most financial organizations will not provide government financing in the state of New Mexico due to prohibitive regulations. NCL has successfully navigated the environment enabling it to provide solutions to Members in New Mexico.</p> <p>NCL was able to provide a State University in New Mexico with financing in order to acquire a new data center. Additionally, NCL provided a solution enabling the State University to acquire student activity buses.</p>

30	Identify any Sourcewell Member 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?	<p>NCL is currently and will continue to offer funding solutions to ALL Sourcewell qualified Members including state and local government, public K-12 schools, private k-12 schools, public universities, private universities, charter schools, federal government agencies, special districts, tribal nations, and not-for-profits.</p> <p>Many lenders have internal regulations which prevent them from serving each Sourcewell Member sector equally, but rather they focus on a specific sector. Because of the strategic alliances NCL has formed with some of the largest most successful lender's in the finance industry, NCL has the ability to serve ALL Sourcewell Member sectors equally and effectively.</p> <p>History is often an indicator of future performance, and NCL has a history of providing funding solutions to Member sectors that can be difficult for many lenders due to increased risk such as Tribal Nations and Not-for-profits.</p> <p>EXAMPLES:</p> <ul style="list-style-type: none"> NCL provided a \$1.8 million finance solution to the Confederated Tribes of the Coleville Reservation for the purchase of a new fire truck, fire Hall and the land where the fire hall is located. NCL secured financing for the Choctaw Nation of OK for their \$850,000 Konica Minolta copiers. The tribe had recently been turned down by their existing finance provider due to a disagreement in the Terms and Conditions of the lease. Not only did NCL offer a finance solution to Wesley Chapel Weddington Athletic Association for their new artificial turf project, they refinanced the existing debt on the land because their current lender would not allow them to enter into any new finance contracts. <p>NCL's ability to provide a solution in these examples, where other funders could not, allowed Sourcewell and Sourcewell's Vendor to provide a solution that made the procurement possible. Without the NCL solution, the Members would not have been able to get what they needed and the Sourcewell Vendor would not have been able to make the sale.</p>
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	<p>Similar to our answer in questions #29 and #30, NCL does not impose any restrictions or additional requirements to Members based on their geographic location. If a Sourcewell Member has a need for financing in Hawaii, Alaska, or the US Territories, NCL will support that need just as they would for any other Sourcewell Member. In addition, NCL will work with its Sourcewell vendor partners to promote the Sourcewell contract in Hawaii, Alaska, and the US Territories.</p> <p>EXAMPLES:</p> <ul style="list-style-type: none"> Alaska for the City of Skagway and its School District Alaska Court System Tlingit-Haida Regional Housing Authority

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>NCL has established five objectives, strategies and tactics that will enhance the business of Sourcewell, Sourcewell Vendors and their dealer networks (Vendors), and Sourcewell Members (Members). It is a plan that by design, benefits all stake holders because if one succeeds, all succeed.</p> <p>For nearly 20 years, NCL, through its Account Managers, has serviced Sourcewell, its Members and its Vendors by providing leasing and financing solutions, first under a PSA contract, then later a Sourcewell competitively bid contract. During this relationship, NCL has demonstrated expertise in government procurement solutions and has developed a deep understanding of Sourcewell Vendor and Member needs.</p> <p>Working in collaboration with Vendors, NCL has engaged in marketing activities for many years that optimize the promotion of both NCL's contract as well as the Vendor's contract.</p> <p>Given the longevity of the partnership, NCL has the unique perspective to have seen what works over-time and has activated around those areas. Experience has taught NCL that the following programs will yield the most impact:</p> <ul style="list-style-type: none"> • Training and education - Vendors, Members, and prospective Members all benefit greatly from increased knowledge. With many successful training and education programs in place, NCL will renew focus on expansion and scaling.

•Co-branded marketing programs - co-branded marketing materials and campaigns with on-demand marketing materials deliver the highest ROI. Working directly with Sourcewell and Vendors NCL will continue to tailor marketing efforts to meet the Vendor and Member needs.

•Maximize current business as usual (BAU) programs – Ensure that baseline programs are supported and look for opportunities to optimize presence.

Building the NCL Brand:

Prior to diving into the details of the marketing objectives, strategies and tactics to promote the contract, it is imperative that NCL share an exhilarating process, one Sourcewell is familiar with; the process of changing our brand. It was only after the Marketing Team conducted an in-depth study of the brand, an audit of the competitors and a thorough analysis of the future state of the brand, that the NCL Executive Leadership was able to get comfortable with an evolution of the name and identity, along with a relaunch of the website.

Through primary research the marketing team uncovered a key point of differentiation in how NCL does business. It is the idea of putting people first. The Account Managers actually get to know both the Vendors and Members. They ask in-depth questions to understand the business issue and problem and most importantly, NCL often goes further to understand why another financial company said “no,” and how NCL can solve the problem, turning the answer into a, “yes.”

It is that human element that truly builds powerful relationships that the company wanted to capture in the new name, logo and web design. As NCL began to add other core attributes to the brand, words like approach, modern and contemporary filled in the brand voice and became the guide for the new identity.

Name: NCL Government Capital (Speaks to who we are and whom we serve)

Logo: New logo displayed in document upload center

URL: NCLGOVCAP.COM

The rebranding (name, logo, website) is fundamental to all of the marketing objectives detailed below. First, all Vendors and Members will experience the new name/logo, which presents a great opportunity for NCL Account Managers to reach out to their current customers to explain the change, answer questions, and provide a bit about the human element of the company. Secondly, the rebranding, introduces a best in class digital experience to all audiences (Members, potential Members and Vendors) through unique touch points. Members will gain deep education about NCL and information about Tax Exempt Municipal Financing, including the benefits and how the process works. The website also has both a Vendor and Member portal which is password protected and thus customized for each user, offering relevant tools and training. The portals will be described in-depth in objective #2 and #3.

Marketing Objectives:

Upon award of the contract, NCL Marketing has created the following plan to enhance the business of Sourcewell, its Vendors, its Members, and NCL.

- 1.Maximize training for Vendors & enhance Member education opportunities
- 2.Provide Vendors & Members with both on-demand/self-publishing and custom designed marketing solutions
- 3.Leverage thought leadership to build trust and credibility as leaders in financial services
- 4.Optimize and scale existing NCL programs
- 5.Increase awareness of the NCL/Sourcewell contract partnership

Objective #1 Maximize training for Vendors & enhance Member education opportunities

Education empowers Vendors and Members alike, helping them navigate the procurement process efficiently and successfully. In addition to the in-person Vendor trainings, Sourcewell Member meet & greets and online webinars, NCL is enhancing its training and education programs through new technology on its website.

Vendor Training Portal:

To meet the needs of Sourcewell’s growing Vendor list, NCL has developed a password-protected Vendor Training Portal. Within the portal, each Vendor can access personalized training materials, including onboarding kits, webinar videos, sales sheets, Sourcewell/NCL case studies, lease quote generators, customizable brochures, and more.

Once logged in, users are guided through details on how to include a competitively bid quote for every sale. The portal is highly scalable, allowing Vendors with hundreds of dealers to access high-quality training materials on-demand.

Member Education Portal and Webinar Training:

NCL has successfully provided training and education to Sourcewell’s Vendors for many

years. They have learned what works and how to motivate Vendors to include competitively bid pricing with every deal. This has led to increased success, not only for NCL but for Sourcewell and Sourcewell Vendors. In 2020 NCL plans to expand that strategy to educate Members as well. The Member education portal will mirror the information provided to vendors in many ways.

One exciting program will be a monthly webinar training series for Members. NCL will leverage a custom sourced list to invite and incentivize Members to attend. The monthly webinar will feature one of NCL's highly experienced Account Managers discussing financial topics which are important for all Members. It takes the training NCL provides in-person and digitizes it so Members can access quality content at their convenience. Members will have access to in-depth webinars on specific industries and sectors that demonstrate how purchasing and financing off a competitively bid contract streamlines the procurement process and offers a turnkey solution that saves time and money.

The first subjects in the series will cover:

- Maximizing your buying power
- Why tax-exempt leasing
- Why the Sourcewell contract

The topics will grow out of discussions the Account Managers have with Sourcewell Vendors and Members and focus on answering the questions Members have about financing options.

Customized Vendor Training:

For nearly 20 years, NCL's Account Managers have partnered with Sourcewell Vendors to utilize leasing as a tool to increase their sales. This training includes details on how to include a leasing quote on every proposal, by using customized payment calculators, and how this will help them increase the percentage of proposals that turn into sales.

In the event an NCL salesperson discovers a Sourcewell Vendor salesperson is not aware or educated on the Sourcewell contract, the NCL consultative salesperson is equipped to help train and educate them on that information. In many cases, the NCL Vendor training is done in collaboration with the Vendors Sourcewell training. At such events the focus is to train the Vendor's salespeople on the value of utilizing leasing as a closing tool and to reinforce the Vendor training on the Sourcewell contract and the value of contract purchasing.

"In regards to leasing and financing solutions, NCL has become a valuable alternative for government financing. NCL has provided not only unique, but also customized financial solutions to many International customers and assisted in closing opportunities for our dealer networks. NCL provided regional training combined with Sourcewell for dealer networks nationwide. These trainings in conjunction with Sourcewell provided critical education to help increase market share for International in the Government Sector. NCL's team has been very responsive and a very good asset for our Government Sales Team and Dealer Network. NCL and Sourcewell will continue to be a leader in training our dealer networks." Bob Mann, VP & Assistant GM – International Trucks (Sourcewell Contract #081716-NVS)

Lastly, NCL Account Managers routinely participate in webinars during the Sourcewell Vendor contract launch. The NCL Account Managers will then provide follow up training done in person or on webinar. The NCL consultative salesperson's goal is to be viewed as a valuable resource to the sales team of the various Sourcewell Vendors. The follow up training provided by an NCL salesperson helps to familiarize the Vendor's sales team with NCL as well as the benefits of presenting a competitively bid financing or lease option on all of their sales quotes.

Objective #2: Provide Vendors and Members with both on-demand/self-publishing and custom designed marketing solutions

On-demand/Self-Publishing Co-Branded Marketing Materials

As a financing partner, NCL serves all Sourcewell Members as part of their procurement solution, and Sourcewell's Vendors as a marketing and sales resource.

To reliably serve both groups, NCL leverages the technology behind the Vendor/Member Portal on NCLGovCap.com to provide marketing solutions on- demand, including brochures, flyers, Vendor testimonials, and more.

Custom Marketing Partnership:

Create awareness, drive demand, increase sales. Regardless of Sourcewell's Member or Vendor's objective, NCL's marketing team will collaborate with that partner to develop custom, integrated marketing programs that will deliver results.

For example, a Sourcewell Vendor partner might be calling on new schools in a new region, but rather than just cold call, the Vendor and NCL can partner to develop a program to condition the sale. Meaning, NCL Marketing can create a multi touchpoint solution providing marketing materials (postcards, emails, flyers, infographics) to procurement

agents, decision makers and influencers highlighting special products, programs, or pricing that NCL and the Sourcewell Vendor have prepared for the new schools. These marketing materials educate the audience at the schools and prepare them to have a productive meeting with NCL and the Vendor.

NCL's Director of Marketing often partners with NCL's consultative sales team to proactively join sales meetings where marketing can enhance the conversation. From those calls marketing can be deployed to help drive sales results.

Objective #3: Leverage thought leadership to build trust and credibility as leaders in financial services

With nearly 20 years of experience in the government finance sector, the NCL team has gathered invaluable industry knowledge that can be shared to benefit Sourcewell Vendors, Members, and prospective Members alike. In addition to the educational component, showcasing our thought leadership will build credibility and trust with the target audience.

Trust is the single most influential factor in the buyer/seller relationship. With sellers having fewer opportunities to interact face to face with prospects, it's even more critical to build trust in the digital environment. Thought leadership bridges this gap, enhancing our digital footprint and driving real business impact. In an Edelman survey of more than 1,300 US business decision makers and C-suite executives, 82% reported thought leadership had increased their trust in an organization. 45% said it directly led them to do more business with a company.

Although this strategy will take some time to develop and the distribution channels to fine tune, once the thought leadership platform is determined, the thinking is that the main channels will be LinkedIn and Twitter given their ability to reach a professional target.

Objective #4: Optimize & Scale Existing Touchpoints

NCL will continue to invest in our existing marketing touchpoints while continuously looking for opportunities to optimize.

- Member Tradeshows: NCL routinely supports Sourcewell and Sourcewell Members by attending tradeshows. Tradeshows are an effective venue to market a competitively bid leasing and financing contract to existing Member agencies and potential Member agencies. Example of the shows NCL will attend include NIEP (National Institute of Educational Procurement), I-ASBO (International Association of School Business Officials), NIGP (National Institute of Government Purchasing), NPI (National Purchasing Institute), NRPA (National Recreation and Parks Association), and others as recommended by Sourcewell.

- Elevate and Extend Tradeshow Presence: NCL will continue to actively look for opportunities to elevate and extend our presence at tradeshows. For example, NCL is partnering with Sourcewell to sponsor a government sector happy hour and roundtable event at Waste Expo. NCL will also actively explore additional exclusive happy hours or executive breakfast roundtable with a provocative or enlightening speaker for Members or Vendors important to Sourcewell and NCL (including prospective Members, executives, etc.).

- Sourcewell Newsletter: NCL currently provides articles that are included in the Sourcewell Newsletter. Because Sourcewell is the publisher, this is a relevant and credible source to provide education and information about the benefits of Tax-Exempt Municipal Leasing. It is also a great vehicle to highlight partnerships and case studies/testimonials.

Objective #5: Sourcewell Partnership Awareness Program

Upon an awarded contract, NCL's marketing team will begin collaborating with Sourcewell's marketing team to develop a cobranded advertising campaign. This campaign will speak directly to what makes this partnership so powerful that it has endured nearly two decades. Together, NCL and Sourcewell will explore a pilot program that utilizes cobranded messaging to create awareness with potential Members about who we are and the compelling services the partnership provides.

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>To scale NCL's hands-on, personal relationship approach, the company utilizes robust digital marketing technologies.</p> <p>These technologies do not take the place of a real person on the other side of the conversation, but rather enhance its ability to serve customers when, where, and how they prefer.</p> <p>The NCL website is our primary digital platform. It serves as both an educational and interactive resource for Sourcewell Vendors, Members, and prospective Members. Using performance monitoring and engagement analytics, NCL is able to identify which assets best serve our audience and optimize accordingly. Our Salesforce.com platform integration ensures leads are captured consistently and information privacy is maintained at all times.</p> <p>Our revamped vendor portal supports Sourcewell Vendors with the comprehensive training tools they need to close deals and increase sales, as well as co-branded marketing materials they can print on demand. The portal has customizable quote calculators and lease applications. Each Vendor has a unique login ensuring the training, marketing and calculators are proprietary to that particular Vendor partner. As we replicate and build out the Members portal, we will follow the same principles and model ensuring each Member receives relevant training, marketing and financial calculators.</p> <p>In addition to the NCL website, NCL utilizes social media, focusing on LinkedIn and Twitter as our primary B2B social media marketing channels. Both LinkedIn and Twitter have user dashboards and analytics tracking number of connections, followers, page views, reposting, etc. this data will allow NCL's marketing director the ability to optimize in real time, change a story, and react to content on sites we follow.</p> <p>Other digital marketing tools include email marketing software, marketing automation platforms, A/B testing software, video production software, and paid search campaign platforms.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Unlike other procurement cooperatives, Sourcewell recognized the importance and value of having a specific and separate finance contract that provides Members with finance solutions that are competitively bid. To NCL's knowledge, Sourcewell is the only purchasing cooperative to have done so. This has helped Sourcewell differentiate themselves as well as the Sourcewell Vendors that have collaborated with NCL and offer a turn key competitively bid solution. Recognizing this differentiation, Sourcewell has aggressively supported and promoted the NCL contract as well as the collaboration of NCL's contract and other Sourcewell Vendor contracts.</p> <p>NCL anticipates that Sourcewell will continue, as it has the past nearly 20 years, to support and promote the competitively bid leasing contract on the Sourcewell website and at all Sourcewell sponsored events, including H2O, Sourcewell University, Sourcewell Get To Know Us, Sourcewell meet and greets as well as new Vendors kick off meetings whether done in person or by webinar. By continuing to include NCL and the competitively bid leasing contract in the vendor presentations, Sourcewell sponsored events and the Sourcewell website, Sourcewell will continue to validate the effectiveness of utilizing NCL's leasing and financing solutions.</p> <p>In August of 2000 when the relationship between Lease Servicing Center, Inc and the North Central Service Cooperative (now Sourcewell) began, government leasing and financing was a small part of Lease Servicing Center's business. Lease Servicing Center quickly recognized not only the growing needs in the area of finance for Sourcewell Members but also the need for a team to specialize in programs and services designed specifically for government and education as opposed to commercial entities. Lease Servicing Center, Inc. formed a new company, NCL, with the purpose of focusing solely on Sourcewell, Sourcewell Vendors and Sourcewell Members.</p> <p>Thus, Sourcewell, Sourcewell Vendors and Sourcewell Members are the core focus of NCL's sales process. All actions of the Sales and Marketing team at NCL are taken with four objectives in mind:</p> <ul style="list-style-type: none"> • Growth of the NCL Sourcewell contract • Growth of the Sourcewell Vendor contracts • Sourcewell Members getting more of what they need • Sourcewell being seen as the Cooperative of choice for providing real solutions
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>The complexities of the transactions as well as the documentation requirements of government financing make it very difficult to complete strictly utilizing an E-procurement ordering process. That being said, NCL makes it possible for Sourcewell Members, through our Members portal, to generate a leasing quote as well as the ability to fill out an application directly from the website. In the event the application is approved, documentation will be completed in NCL's office and sent back electronically to the Member agency for signatures. Upon signing, the documents are then scanned and sent back to NCL. Hard copies are also sent via mail.</p> <p>While the internet can be used to speed up the process, very few transactions are successfully completed without the hands-on treatment of an NCL sales team member.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>NCL makes it a top priority to deliver valuable training to both the Sourcewell Members and Sourcewell Vendors. All education and training are provided to the Members and Vendors free of cost and is provided by one of NCL's Account Managers who are Government finance specialists.</p> <p>Member Training</p> <p>NCL's Member training can be broken down into two categories; the training and education provided to a Member on a transactional basis and the ongoing education NCL provides to the Sourcewell Membership.</p> <p>Transactional Member Training:</p> <p>NCL's Account Managers work directly with the Member during a transaction to ensure the Member understands the mechanics and benefits of the financing structure that best fits their needs. The education on a transactional basis provided by NCL comes in many forms including;</p> <ul style="list-style-type: none"> • discovery calls to identify the needs of the Member and what funding solution will best meet their needs • marketing material highlighting the benefits of the solution for their agency • conference calls with management and counsel to discuss local policy and how the solution satisfies those requirements. <p>While most of the communication between NCL and a Member is done over the phone, NCL has also traveled in person to educate Member Boards on Tax Exempt Municipal Financing. For example, Jake Ost (NCL Account Manager) traveled to Sheboygan, WI to meet with the City and its leadership team, along with the vendor (Wastequip) to answer questions the board had on the equipment and the financing solution.</p> <p>Katie Vangsness (NCL Account Manager) recently traveled to a Lakeview School District school board meeting to present a financing solution for a solar panel project that the school was currently in deadlock over. During her presentation, Katie included education on NCL's Sourcewell Contract as well as the financing structure itself.</p> <p>Another Sourcewell Member, City of Karlstad, MN, benefited from NCL traveling to their City offices to review their need for a 15-year term on an HVAC replacement project.</p> <p>"The assistance provided through JCI and National Cooperative Leasing was a no brainer. We were walked through all the aspects of the process. I definitely believe we made the right decision and we accessed the best service for the citizens of our community." Mitch Borneman – Mayor of Karlstad, MN (Sourcewell Member #135890)</p> <p>"In the Karlstad project, we had a couple of air conditioning condensing units that were failing, they needed to be repaired. These types of projects snowball into bigger dollar amounts and typically an operating lease through Johnson Controls is a 5-7 year term where as NCL was able to extend the term out to 15 years. Having the option to put together a payment plan instead of an upfront lump sum is critical to a small town like Karlstad. NCL has been a great resource for me when we can come in with a financial solution together as a team, the customer can see clearly how they are going to get that project done." Jon Paul – Johnson Controls Senior Account Executive (Sourcewell Contract #031517-SGL)</p> <p>Ongoing/On Demand Member Training:</p> <p>NCL takes a proactive approach to educating the Sourcewell Members on how to maximize their purchasing power by utilizing a lease or finance solution. NCL took many of the common questions/concerns they heard from their customers when talking about financing and developed a 2.51-minute animated video which speaks directly to the Member and answers questions about Tax Exempt Municipal Leasing and NCL's Sourcewell Contract. The video is linked here:</p> <p>https://www.youtube.com/watch?v=r2Xi7SZP6aM&feature=youtu.be</p> <p>NCL attends Sourcewell Member tradeshows (i.e. NRPA, NIGP, WASTECON) along with participating in Member facing speaking events. For example, in February 2020 NCL will be joining fellow Sourcewell contract holder Johnson Controls (JCI) to present to the AASA National Superintendent Certification – West Cohort. NCL & JCI will deliver a walkthrough discussion of the Partner Alliance for Safer Schools (PASS) Checklist while simultaneously</p>

teaching the benefits to cooperative purchasing/financing.

Another exciting program will be a monthly webinar training series for Members. NCL will leverage a custom sourced list to invite and incentivize members to attend. The monthly webinar will feature one of NCL's highly experienced Account Managers discussing financial topics which are important for all members.

The first subjects in the series will cover:

- Leveraging your budget to maximize your buying power
- Why tax-exempt leasing
- Why the Sourcewell contract

The topics will grow out of the discussions our Account Managers have with Sourcewell Vendors and Sourcewell Members and focus on answering the questions Members have about financing.

Vendor Training:

Vendor training is provided on how to utilize lease/financing as a tool to increase their Sourcewell contract success. Training includes insight into the lease/finance industry and best practices on presenting a lease/financing option.

As part of the Vendor onboarding process discussed throughout this response, NCL has developed a robust Vendor training checklist which includes webinar trainings for every level of a Sourcewell awarded manufacturer (Manufacturer Executive Level, Manufacturer Regional Management Level, and Manufacturer Dealer/Sales Rep Level).

A few samples of Vendor webinar training provided by NCL include but are not limited to:

Mitel was recently re-awarded a Sourcewell contract for Unified Communications and as part of their contract re-launch to their partner network (dealer network) NCL was included and delivered 35 webinars to regional and partner level groups to educate on how to utilize lease/financing to increase Sourcewell contract sales.

NCL has also provided webinar training to many Sourcewell Vendors including but not limited to:

- Johnston North America
- Konica Minolta
- PlayPower
- Precor
- Kardex Remstar
- Mohawk Lifts
- Gilbarco

In addition to webinar training, many Vendor partners have included NCL in their local, regional and national sales meetings. The focus at these events is to train the Vendor's sales team on the value of utilizing lease/financing along with the value of cooperative purchasing for both equipment and lease/financing.

International Truck asked NCL to present to their Southwest region via Webex. After the success of the first presentation, NCL was asked to replicate the presentation 5 more times across the Nation. NCL traveled to Portland, Phoenix, Chicago, Dallas, Philadelphia to deliver the presentation in person.

In addition, NCL was invited to provide training at many other Sourcewell Vendor national sales meetings including but not limited to:

- Shaw Sports Turf
- Federal Signal (Elgin and Vactor)
- Sewer Equipment
- Schwarze
- Volvo Construction
- Falcon Asphalt Equipment
- National Auto Fleet Group

NCL has and will continue to participate in all Sourcewell Vendor events including H20 and Sourcewell University. NCL utilizes these events to deliver a message focused on a collaborative approach to cooperative purchasing. NCL's presentation and message at these events will continue to evolve as Sourcewell and Sourcewell Vendors' needs evolve. NCL has continuously received positive feedback from the Sourcewell Vendors that have attended past H20 Events and Sourcewell Universities, which is a strong indicator of the value that NCL's training message delivers to the Sourcewell Vendors.

Although NCL believes the best way to educate Sourcewell Vendor partners is directly (webinar or in person) they recognize the need to give vendors on demand access to education material. NCL is currently making upgrades to their website's vendor portal which will include recorded webinar vendor trainings, downloadable print material, and vendor

		specific information.	
37	Describe any technological advances that your proposed products or services offer.	<p>NCL's marketing plan describes how technology will play a key role in the following areas:</p> <ul style="list-style-type: none"> • Website Redesign • Vendor Training Portal • Member Training Portal • On Demand Co-Branded Marketing Materials • Use of Social Media (Twitter & LinkedIn) • Web Tracking Analytics (SEO, Site Design, Google Tracking) 	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Internally, NCL continues to invest in technologies that will convert workflow to an electronic process and eliminate the use of paper throughout its office. NCL has also initiated a paperless billing option to Sourcewell members for their financing statements.</p> <p>More importantly, NCL supports Sourcewell Members in their own "green" initiatives by providing innovative funding solutions for these projects.</p> <p>NCL is proud to have partnered with Sourcewell, National Auto Fleet Group, the Electrification Coalition and the Climate Mayor's program providing a finance program for electric vehicles. Many cities cannot afford the higher price of electric vehicles vs traditional gas vehicles. The federal government and many state governments offer tax credits to purchasers of electric vehicles to help reduce the higher cost of electric vehicles. However, Members in the SLED sector do not pay income tax and thus cannot, on their own, take advantage of the tax credits.</p> <p>NCL created a program that enables Sourcewell Members the ability to capture 100% of the federal income tax credits available for purchases of electric vehicles making the cost of an electric vehicle comparable to a traditional gas vehicle. This is the only program of its kind (passing 100% of the tax credits on to the Member) in the US today.</p> <p>"NCL has provided innovative programs that have helped the City of Jersey City take advantage of federal tax credits in order to reduce the cost of our commitment to "go Green" as members of the Climate Mayor's program." Marty Valenti, Director of Automotive - City of Jersey City (Sourcewell Member #90998)</p> <p>"Green" initiatives such as solar systems, LED lighting retrofits, HVAC upgrades and others provide long term energy savings to Sourcewell Members. However, the initial costs of installing such improvements are cost prohibitive. It takes several years for the energy savings realized from such initiatives to pay for the up-front cost.</p> <p>NCL has worked with Sourcewell Vendors such as Johnson Controls and Sourcewell Members such as the City of Karlstad and the Lakeview School District, to provide innovative financing plans that allow the project to be budget neutral year one. The energy savings on the new equipment or project covers the yearly cost of the financed project and allows the Member to keep the project budget neutral. NCL has actively promoted funding solutions for "green" projects such as solar panels, LED lighting retrofits, energy savings projects, and HVAC upgrades.</p> <p>It's these types of innovative programs that NCL will continue to develop as more and more Sourcewell Members aim to increase their energy savings and reduce their carbon footprint.</p>	*
39	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.	NCL does not possess any such certifications.	*
40	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>NCL considers its business model to be uniquely positioned and differentiated from other financial services companies for several reasons:</p> <ul style="list-style-type: none"> • The first is NCL's commitment to make its brand, its people and its offerings more relevant to Sourcewell, its Vendors and its Members. 100% of NCL's focus is on Sourcewell, its Vendors and its Members. • Next, is the NCL business model, Synergy. The belief, that the creation of the whole is greater than the sum of the parts. Said more simply, that the rising tide lifts all boats. When you win, we win. Synergy is achieved through collaboration between NCL's competitively bid contract and other Sourcewell Vendors' competitively bid contract. • NCL's unique funding strategy of building a collaborative alliance of banks and funding partners in order to meet the diverse needs of all Sourcewell Vendors and Sourcewell Members. • NCL's "Can do" mentality 	

Finance transactions are typically evaluated by criteria including but not limited to the following:

- Entity Type
- Credit/Financial Strength of Borrower
- Asset
- Finance Structure including length of term
- Legal Terms and Conditions (Documentation)

Most finance companies have their criteria, "a box". If all of the above criteria do not fit the box, the transaction is denied. NCL is successful with the Sourcewell Members and Sourcewell Vendors because it does not have to fit the Member or transaction into "a box". Because of the funding alliance NCL has built, NCL has many boxes that allow them to find a finance solution (box) that best fits the Member's and transaction's unique needs. To evidence the unique nature of NCL's ability, many of the transactions NCL has successfully completed were originally denied by another finance company. (Examples are provided below).

It is how NCL works within each of the categories above that has successfully served the Sourcewell Members for the past 20 years.

Entity Type:

Most of the major finance companies and the finance companies that Sourcewell Vendors have programs with, are focused on commercial lending and they do it very well. They will work on the SLED transactions as a courtesy to their Vendor partner but it is not their specialty. Sourcewell Vendor partners tell NCL that they choose to work with NCL on their Sourcewell transactions because NCL's entire business is built around the Sourcewell Membership sectors. Those Member sectors are the only sectors NCL serves and NCL understands what it takes to serve these sectors well. NCL is unique as it relates to entity type because it has finance solutions for ALL Member sectors including the more complex such as Tribal Nations, Not-For-Profit and Federal Government. Examples include:

- Choctaw Nation of Oklahoma (Tribal)
- Confederated Tribes of the Coleville Nation (Tribal)
- Fort Huachuca (Federal)
- US Coast Guard (Federal)
- The Learning Experience Academy of Early Education (Not-for-Profit)

Credit:

In most underwriting departments, there are strict credit requirements for any applicant and if all of those requirements are not met then the transaction is declined and the Sourcewell Member is left without a way to fund the equipment or project they need to better their community. Likewise, the Sourcewell Vendor is left without a way to complete the transaction. NCL is unique in its underwriting practices because if a Member does not initially meet all of the credit criteria, it does not mean the transaction is automatically declined. NCL would then work with the customer to understand the reason or reasons for the credit deficiencies, what actions are being taken to remedy the credit deficiencies and if there is a way for NCL and the customer to improve the quality of the transaction for the underwriter. Often times when NCL has taken this approach, a finance solution is able to be offered instead of a decline. NCL prides itself in having a 99% approval ratio for customers in the SLED sector. Examples include:

- City of Flint, MI
- Jefferson County, AL
- Town of Ramapo, NY
- City of Methuen, MA
- City of Eagle Butte, SD

"The City of Methuen School Department used National Cooperative Leasing for two financing projects in 2019. The School first reached out to NCL to inquire about a 6-year financing term for a new reading curriculum the district was going to be purchasing. We needed a 6-year term on the financing to align with the 6-year license on the software included in the curriculum. At the same time, the District's IT Director reached out to NCL to secure financing for a new batch of Chromebooks for the student body. NCL quickly prepared financing quotes for both the reading curriculum and chromebooks to be reviewed and authorized by the City Council. We then submitted our financial information to NCL to gain credit approval and move forward with the transaction. The City of Methuen and the School Department had recently had some financial difficulties which may have prevented us from securing financing with another lender, but NCL took the time to understand the financial strengths and weaknesses of the District and was able to approve both transactions with the structure that the school committee had originally approved. The City and the District were very happy with the outcome and service provided by the NCL team." Ian Gosselin, School Business Administrator - Methuen Public Schools (Sourcewell Member ID #14148)

Asset:

In the finance industry it's very common for lenders to have an approved asset list. This is a list of equipment they are willing to finance which is based on how well the equipment holds its value, how easily it can be repossessed in the event of default, and how essential the equipment is to the operation of the Member. Since its inception, NCL has recognized

the need to service all of the Sourcewell Members and all of their procurement needs, not just the "good equipment". Because of how NCL is structured and the funding alliance it has built, NCL has a way to fund any asset that Members may request including the non-traditional, non-removable assets. NCL has a significant list of assets currently on its books that would be considered non-financeable assets in the finance industry:

- Roof Replacement – Southern Local School District
- Artificial Turf – North Middlesex Regional School District
- Software Licenses – City of Hollywood, FL
- K-12 Curriculum Program – City of Methuen School Department
- Plastic Garbage Totes – City of Sheboygan, WI

Structure:

In addition to the actual finance product (FMV, \$1 Out, Etc.) that is being used for any given transaction, structure also refers to the term of the agreement, 1st payment due date, and payment frequency. Instead of proposing a set structure for each type of equipment, NCL will speak with each Sourcewell Member to discover what the Member's needs are and work to propose a customized structure to fit their specific budget needs.

For example, NCL and Sourcewell Vendors have found that most finance companies have maximum terms established for given Asset types. When providing quotes, they will typically quote the maximum term and require the first payment at lease commencement. If the Member does not have the required payment in their budget, the transaction dies. NCL has made it common practice to have a discussion with the Member to determine what their needs are and what their budgets allow and work to fit the plan into the Member's budget. Asking questions like, "What is the annual budget for the lease payment on this equipment or project" helps NCL determine what the term of the contract should be.

Below are examples of successful transactions where NCL was able to provide extended terms where other finance companies could not:

- City of Sheboygan, WI – 10 years for Plastic Garbage Totes
- Pueblo County School District – 7 years for Phone System
- City of Woodland, CA – 10 years for High Reach Truck
- North Middlesex Regional School District – 10 Years for Artificial Turf
- City of Karlstad, MN – 15 Years for HVAC Improvements
- Dallas County Board of Education – 10 Years for School Buses

"NCL's knowledge, creativity, flexibility and hands on approach were crucial to the successful procurement of a Mitel phone system for Pueblo County School District #70. The School district had initially chosen another funding source. However, when the project was completed and payment was due to the Mitel dealer, funding was not approved by the original funding source. The school district had financing procedures they needed to follow that were not agreeable to the funder [7 Year Term on Phone System, and deferred payments]. NCL stepped in, listened to the financing requirements of the school district, put together an agreeable financing solution, and funded Mitel's dealer. The Pueblo County School District #70 was grateful that Mitel had a funding source that was able to meet their needs to acquire the phone system and service agreement they had requested. Pueblo County School District #70 has now entered into their second 7-year lease contract with NCL for upgrades and additions to their existing Mitel phone system. The district utilized both the Mitel and NCL Sourcewell contracts to streamline the procurement process and satisfy their bid requirements. This allowed the district to move forward quickly with the project at hand." Murray Van Dyke – SLED Vertical Sales Specialist - Mitel (Sourcewell Contract #022719-MBS)

"Recently Bus Worx worked with National Cooperative Leasing on providing the Dallas County Board of Education a solution for them to acquire a fleet of school buses. The state of Alabama has a transportation reimbursement program where districts can get money back for financing buses over a 10-year term. NCL was able to provide the customer the extended term needed to be able to qualify for this program. This transaction went very smooth as NCL was not only flexible with the term but they also were able to provide the customer a competitively bid contract for financing. Bus Worx provided the customer the equipment contract through Bluebird and NCL provided the financing contract making this transaction move quickly and the customer could get exactly what they wanted in a timely manner without going through the traditional bid process. We will definitely look to Jake and the team at NCL for any leasing and financing solutions in the future and would recommend their services to all customer we work with." Chris Bible, Corporate Bus Sales Manager - Truckworx (Sourcewell Contract #102115-BBB)

Another question asked by the NCL Sales Executive is whether or not the Member has funds appropriated in the current year for the first payment? This helps determine if the customer would benefit from deferring the 1st payment to the next fiscal year. Often times, Members have an immediate need for equipment but must put the purchase off because they have no funds in the current budget. NCL allows the Members to defer their first payment up to 12 months so they can get their essential equipment when they need it and start making lease payments the following year when funds are available. Many existing NCL vendors have stated other finance companies don't allow this due to the non-

		<p>appropriations clause. Below is just a sampling of transactions where NCL was able to defer payment to future fiscal years enabling the Member to get the equipment they needed even though it was not in the budget:</p> <ul style="list-style-type: none"> • Barnwell County, SC – 12 Month Deferred Payments to Acquire Construction Equipment • Lakeview School District – 7 Month Deferred Payments to Acquire a Solar Farm • Town of Lake George, NY – 16 Month Deferred Payments to Acquire Construction Equipment • Yuba County, CA – 6 Month Deferred Payments to Acquire Police Vehicles • City of Sheboygan, WI – 13 Month Deferred Payments to Acquire Plastic Garbage Totes <p>Legal:</p> <p>Often times NCL is asked to help with a transaction that has stalled with another lender because of legal issues within the documentation. Many times, when NCL sees another lender's document package for a SLED Member, it's a Commercial Document with a Government Addendum. This can be problematic for the Member when they have their counsel review because they are not legally able to commit themselves to certain terms that are standard in a commercial lease document. Because NCL serves only the Sourcewell Member sectors, our boiler plate lease/finance documents are all written based on standard Government financing practice.</p> <p>Even though NCL documents are specific to SLED Members, each State, County, City, University or School District has their own set of laws and regulations making a "one size fits all" document impossible. When counsel reviews the documents and requests changes or additions be made, the NCL management team will immediately schedule a call and review the concerns of counsel with the goal being to put together a mutually agreeable document package.</p> <p>For example, a Precor (Sourcewell Awarded Contract holder for fitness equipment) dealer had reached out to their NCL Account Manager because the lender they were currently working with on a transaction for a University was at a standstill. The University's Counsel had made some comments on the document package and asked that a call be set up to review the documents with the lender. The lender would not accommodate that request and instead withdrew the approval. NCL stepped in, took a call with the University's Counsel to understand his concerns, sent out the NCL document package with the requested revisions and funded the transaction.</p> <p>Sometimes the requested changes to a document package require a quick conference call to explain a requirement. Sometimes, however, the document comes back with significant redlines that require hours on the phone with counsel going through the redlines line item by line item to decipher needs vs. wants and work towards a compromise. Either way, NCL is always willing to go that extra step and make concessions on language of the document package when appropriate.</p> <p>Below are a few examples of transactions that required document revisions:</p> <ul style="list-style-type: none"> • Johnson County, TX • City of Sheboygan, WI • Cullman County, AL • Wappingers Central School District • City of Des Moines, IA <p>"The first deal we worked on with NCL and Sourcewell happened because the initial financing wasn't compliant with our legal process. So, we turned to NCL. Jake and team immediately got to work and within three days we had completed the entire process. NCL and Sourcewell were able to provide a turnkey solution that was compliant and met our needs. Because of the value NCL was able to provide the school district when purchasing equipment, we have continued to utilize NCL as our preferred finance solution provider for all equipment. Jake has made this process seamless and I look forward to a continued relationship in the future." Barbara Mackson – Purchasing Agent – Wappingers Central School District (Sourcewell Member ID #115344)</p> <p>The above communities may have never gotten what they needed without NCL. In the words of a respected Sourcewell Contract Administrator "NCL has built its business on broken promises". What he means is other finance companies say they can but can't. NCL says it can and does.</p>
41	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	NCL is both willing and able to provide the same services to Canadian members as US members. *

Table 9: Warranty (Performance Standards or Guarantees)

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

Line Item	Question	Response *
42	Describe any performance standards or guarantees that apply to your services (turnaround times, funding time frames, etc.)	<p>Once a Sourcewell Member chooses a Sourcewell Equipment solution along with an NCL finance solution, it is imperative that NCL is able to provide a credit approval and provide said credit approval quickly. Once approved, lease agreements need to be prepared and provided to the Sourcewell Member in order to obtain proper authorizations. Once authorized, the Sourcewell Member is able to finalize the order with the Sourcewell Vendor and NCL provides Sourcewell Vendor with a Funding Commitment. Once Sourcewell Vendor delivers the equipment or finishes the project and the Sourcewell Member accepts final delivery, NCL funds the Sourcewell Vendor within 24 hours.</p> <p>% of approvals to applications:</p> <ul style="list-style-type: none"> • 99% on State, County, City and Education Applications <p>% of fundings to approvals:</p> <ul style="list-style-type: none"> • 90% of approvals ultimately funded <p>Turnaround Time on credit approvals:</p> <ul style="list-style-type: none"> • Up to 100K 4 Hours • 100K -500K 24 Hours • 500K and above 48 Hours <p>Turnaround Time on document preparation:</p> <ul style="list-style-type: none"> • Documents sent to customer within 24 hours of NCL Documentation Analyst having all pertinent information <p>Turnaround Time on fundings:</p> <ul style="list-style-type: none"> • Within 24 hours of receiving all properly authorized documents
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>NCL's service standards and guarantees revolve around the following objectives:</p> <p>Help Sourcewell Members get more of what they need Help Sourcewell Vendors close more Sourcewell transactions</p> <p>NCL has identified the following KPIs that are relevant to achieving the above objectives:</p> <ul style="list-style-type: none"> • Approval % • Funding % • Turnaround Time on Applications • Turnaround Time on Documentation Preparation • Turnaround Time on Funding • # of Vendor Trainings <ul style="list-style-type: none"> -Webinars -On Site Trainings • # of Tradeshows Attended • % of Vendors utilizing NCL Marketing Services
44	Describe any service contract options for the items included in your proposal.	<p>Although this question is more pertinent to a product offering vs a service offering, NCL works with Vendors and Members in order to provide better access to available service contracts by allowing members to include the cost of the service contract in the financed amount.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
45	What are your payment terms (e.g., net 10, net 30)?	NCL does not have one size fits all payment terms. Depending on the Member's needs, NCL will customize payment plans and payment terms to fit their needs. For example, some Members require an invoice 45 days in advance of making payment. Others require 30 days.
46	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	All orders are received and processed at the NCL headquarters in Alexandria, Minnesota. Thus, all Sourcewell sales are processed internally and are easily tracked and reported to Sourcewell: <ul style="list-style-type: none"> • Orders are identified first by the Account Manager as a Sourcewell transaction • All orders are then reviewed by the NCL Controller at month end to ensure all Sourcewell transactions are identified
47	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	As NCL will be providing financing for purchases of goods and services, it is rare for Members to utilize P-cards to make payments. NCL is able to accept the P-Card procurement and payment process as well as numerous other methods of payment such as ETFs and ACH which do not have additional costs. In the event the Member wishes to utilize P-Card, the additional cost of doing so will be passed on to the member.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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48	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>The pricing model for this proposal can best be described as a "Cost Plus" pricing model. NCL's cost is directly related to "Interest Rate Swaps" which is a commonly used Market Index. Similar to other Market Index rates such as Libor or Prime, Interest Rate Swaps vary based upon the length or term of the lease or loan and change daily based on market conditions. These rates can be accessed daily on several websites including but not limited to the Wall Street Journal (www.wsj.com) and the Federal Reserve (www.federalreserve.gov).</p> <p>A detailed pricing model has been uploaded in the document upload section of this response. The pricing model shows NCL's cost (Interest Rate Swaps) based upon Interest Rate Swaps as of January 2, 2020, NCL's mark up over cost (Delta Over Swaps), the resulting interest rate to the Sourcewell Member (NCL Rate), and the payment factor (NCL Payment Factor) which is utilized to calculate the resulting monthly payment.</p> <p>Sourcewell Members also have the option of choosing monthly, annual, semiannual or quarterly payments. The same "NCL Rate" for a given term will be utilized to calculate monthly, annual, semiannual or quarterly payments.</p> <p>There are two pricing models included in the document upload section of this response: Tax Exempt Municipal Rates and Non-Tax-Exempt Municipal Rates. Sourcewell Members who qualify for Tax Exempt Municipal Rates receive a discounted rate that is at least 21% lower than the Non-Tax-Exempt Municipal Rates.</p> <p>Sourcewell Members who qualify for Tax-Exempt Municipal Rates must be a State or possession of the U.S., the District of Columbia, or a political subdivision thereof. Political subdivisions include cities, towns, counties and other municipalities. They may include other state entities such as school districts, public universities, special purpose districts (fire, parks, utility, water, etc.), hospitals, agencies, authorities, boards and commissions.</p> <p>Not-for-profit organizations created under Section 501 (c) (3) of the Internal Revenue Code do not qualify directly as issuers of tax-exempt obligations but may be eligible with a sponsoring governmental unit.</p>	
49	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.	Sourcewell Members receive a rate that is on average 20% lower than the typical customer of NCL. In addition, Sourcewell Members who qualify for Tax-Exempt Municipal financing receive an additional discount of at least 21% of the already discounted rate.	*
50	Describe any quantity or volume discounts or rebate programs that you offer.	In order to simplify the pricing model, we have created a volume threshold of \$500,000 at which point Sourcewell Members receive additional discounts. This threshold can be met with one transaction or the sum of multiple transactions. This discount ranges from 7% on a ten-year term to 13% on a one-year term.	*
51	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Sourcewell Members may desire lease structures that are "Non-Tax-Exempt Municipal Leases" since they include a residual or purchase price at lease end. Sourcewell Members using such structures have the option of purchasing the equipment at lease end or returning the equipment at lease end. Such lease structures allow for lower monthly, quarterly, semiannual or annual payments depending upon the anticipated value of the leased asset at lease end. Leases in this category include but are not limited to the following:</p> <ul style="list-style-type: none"> -Operating Leases -TRAC Leases -Not to Exceed Leases <p>These structures do not qualify for Tax-Exempt Municipal Rates. Thus, the Non-Tax-Exempt Municipal Rate table must be used. The NCL Rate or "Yield" utilized for these programs will include the anticipated Residual or Purchase Option thus the total Yield will not exceed the proposed rates.</p>	*
52	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.	<p>Items not included in the pricing submitted include the following:</p> <ul style="list-style-type: none"> -Sales Tax (If applicable) -Personal Property Tax (If applicable) -Origination Fees (\$500 Max) -Late Charges -P-Card charges 	*

53	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping is not a cost that is charged by NCL. Such costs may be charged by the Sourcewell Vendor supplying the leased asset. NCL assists the Sourcewell Members by allowing them to include these costs in the financed amount.	*
54	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We do not treat Alaska, Hawaii, Canada or offshore delivery Sourcewell Members differently than mainland Sourcewell Members.	*
55	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Customized calculators are provided to Sourcewell Vendors with Vendor specific programs in order to enable the Vendor sales force to easily provide financing quotes with each equipment proposal.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
56	d. other than what the Proposer typically offers (please describe).	The pricing offered in this proposal is approximately 20% lower than what is typically offered. NCL does not work with other GPOs, other purchasing cooperatives or state purchasing departments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
57	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 Members 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.	<p>NCL has employed a multi layered process to ensure the proper pricing is being provided as well as a review process to ensure procedures have been followed:</p> <ul style="list-style-type: none"> NCL Direct Sales Team will be provided rate tables reflecting proposed pricing and trained to ensure awareness and understanding of the importance of providing the proper pricing NCL Financial Analysts are also provided the rate tables and check pricing at the time of application to ensure compliance NCL Financial Analyst reviews the pricing at the time documentation is prepared to ensure compliance NCL Controller reviews transaction at time of funding to ensure compliance <p>Each quarter, all transactions are reviewed by the NCL Controller to ensure they have been properly identified. The administrative fee is easily calculated as a percentage of the funded amount. The administrative fee is the same regardless of transaction size or pricing.</p>
58	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.)	NCL proposes a .25% of the funded amount of transactions under the Sourcewell Contract.

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

Indicate below whether or not leasing solutions for the listed asset type or application is included in your proposal. If yes, state applicable minimum and maximum funding levels.

Line Item	Asset Type or Application	Leasing Offered *	Minimum Funding Amount	Maximum Funding Amount	
59	Office Furniture	<input checked="" type="radio"/> Yes <input type="radio"/> No	\$3000.00	Unlimited	*
60	Office Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	\$3000.00	Unlimited	*
61	Technology Software and Licenses	<input checked="" type="radio"/> Yes <input type="radio"/> No	\$3000.00	Unlimited	*
62	Technology Hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	\$3000.00	Unlimited	*
63	Fleet Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	\$3000.00	Unlimited	*
64	Fleet Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	\$3000.00	Unlimited	*
65	Facility Systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	\$3000.00	Unlimited	*
66	Facility Improvements	<input checked="" type="radio"/> Yes <input type="radio"/> No	\$3000.00	Unlimited	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>If awarded a contract, NCL will track the following metrics on a monthly basis:</p> <ol style="list-style-type: none"> # of direct Sourcewell Vendor trainings performed by NCL Sales Executives <ul style="list-style-type: none"> # of On Site Training # of Webinar Trainings # of Vendor portal visits on NCL website by Sourcewell Vendors # of Member portal visits on NCL website by Sourcewell Members # of Sourcewell Vendors providing an NCL lease proposal along with Sourcewell Vendor proposal <ul style="list-style-type: none"> # of proposals provided by custom calculators on-line # of proposals provided directly by NCL Sales Executives # of lease applications submitted by Sourcewell Vendors and/or Sourcewell Members # of leases funded by NCL for Sourcewell Vendors and/or Sourcewell Members Volume in \$ of leases funded by NCL for Sourcewell Vendors or Sourcewell Members 	*
68	Describe your strategy for collaborating with Sourcewell awarded vendors of relevant equipment, products and services to facilitate member transactions (resources, tools, training, etc.).	<p>Since the beginning of the NCL/Sourcewell relationship, NCL's stated mission was to develop customized, unique, solution-oriented leasing programs designed with two purposes in mind:</p> <p>Help Sourcewell Vendors increase success with their Sourcewell contract Help Sourcewell Members get more of what they need</p> <p>NCL's strategy follows the belief that NCL's success with the NCL contract will be achieved by helping Sourcewell Vendors achieve success with their Sourcewell contract. NCL's programs and services must provide a competitive advantage to Sourcewell Vendors which allow them to win more opportunities with Sourcewell Members. Over the years, NCL has developed and implemented strategies that have demonstrated its ability to deliver on the above-mentioned objectives. The success of this strategy can be shown by the growth of the number of Sourcewell contracts that completed transactions with NCL from 5 in 2015 to 41 in 2019. Additionally, success can be shown by the many Sourcewell vendor testimonials provided in this proposal.</p> <p>The key to accomplishing these objections the past five years will be the key to continuing the growth and success of not only the NCL contract but of the Sourcewell</p>	

Vendor contracts of Vendors who choose to collaborate with NCL.

The strategy begins with the Vendor Onboarding process.

1. Initial presentation and meeting with Vendor Senior Management (preferably at Sourcewell with Sourcewell support team present)
2. Presentation and meeting with Vendor Regional Sales team. Purpose is to strategize and plan the onboarding and training of the Vendor's Dealer Network and/or Direct Sales Team
3. Develop Specific Vendor Portal site on NCL website. The Vendor Portal site will be customized to the specific Vendor and will include the tools necessary for the Vendor dealer network and salespeople to utilize NCL's leasing programs. Tools will include but not be limited to the following:
 - a. Webinar Training on the benefits of offering a Tax Exempt Municipal Lease
 - b. Co-Branded marketing materials that can be printed on demand
 - c. Customized Calculator enabling the Vendor dealer network and their sales teams the ability to prepare a lease proposal on demand to accompany their equipment proposal
4. The NCL Sales Executive will provide ongoing personalized sales support to Sourcewell Vendor sales channel which includes but is not limited to the following:
 - a. Assistance in providing finance solutions to potential Members. This may be as simple as preparing a finance quote to pass on to the Member, a phone meeting with the Member to better understand Member needs. It may also involve a face to face visit with the Member by the Vendor Salesperson and the NCL Sales Executive. This enables NCL to provide the best solution.
 - b. On-site training provided at National Sales Meetings, Regional Sales Meetings or specific dealer locations in conjunction with Sourcewell training if possible
 - c. Tradeshow support which includes but is not limited to the following:
 - i. Customized Cobranded marketing materials targeting attendees
 - ii. Pre-show Cobranded email marketing campaign targeting attendees
 - iii. Developing customized "Show Specials" with Turn Key Competitively Bid Solutions
 - iv. NCL Sales executive at the show
 - d. Assist Vendor Salesperson with the finance process. Vendor salespeople appreciate the fact the NCL Sales Executive is willing to do the "heavy lifting" during all stages of the finance process in order to ensure a smooth completion of the transaction. This will likely involve discussions with key decision makers of the Member including finance directors, attorneys and at times Mayors.

The NCL Sales team prides itself as being viewed as an extension of the Sales Teams of NCL's Vendor partners as shown by the testimonials below.

"NCL provided Johnson Controls with a competitively bid contract that has flexibility and offers a wide range of solutions given our breath of products. This ensures that none of our projects have to be put out to bid. Beyond that NCL proactively put together training materials for our 1000 plus sales staff, as well as frequently joined conference calls to discuss financing with our potential customers. In February, NCL will be speaking with Johnson Controls in a school safety breakout session to superintendents in San Diego. NCL has taken the time to understand the needs of Johnson Controls and has worked directly with our team to support our customers." - Tom Staves, State Cooperative Program Manager - Johnson Controls International (Sourcewell Contract #031517-TIS, #030817-JHN, #031517-SGL)

"We at Mitel will continue to work with NCL utilizing their Sourcewell contract, as we believe it provides significant value for both our customers and network of dealers." Murray Van Dyke – SLED Vertical Sales Specialist - Mitel (Sourcewell Contract #022719-MBS)

"One of the biggest obstacles we have to overcome as a company is the financial part of the sale for a big-ticket item like synthetic turf. Using NCL we can give our customers a turnkey solution to get their field sooner at competitive market rates. Using NCL's calculator has helped us give examples and highlight real life instances. The customer can actually see a number vs. an abstract conversation. Getting NCL involved with our customers allows for a more open conversation between the customer and the lender. With cooperative contracts becoming so important to our selling cycle it just makes all the sense in the world to have NCL working with us hand and glove on these jobs. I can only see a bright future for us and our partnership." Jimmy Marshall, Director of Cooperative Sales – Shaw Sports Turf (Sourcewell Contract #060518-SII)

"Truthfully, in the past Government entities may not have looked at leasing as a viable option to equip their fleet. Utilizing National Cooperative Leasing and their financing options takes away some of the objections about budget dollars not being available. So, as a vendor or a sales representative we can steer the conversation in another direction in order to close the sale a little faster. Although many vendors and manufacturers that have NJPA [Sourcewell] contracts have already established

		<p>financing options, partnering with NCL provides a force multiplier to close multiple sales especially when the opportunity arises when you have to have a competitively bid lease program and National Cooperative Leasing is our choice. NCL is right there every step of the way and making sure the customer is able to get the machines they need in the time frame they need them without having to worry about upsetting the budget." Randy Fuss, Sr. Government Accounts Manager – Bobcat (Sourcewell Contract #040319-CEC)</p> <p>"National Cooperative Leasing is a great partner of ours. Working with NCL saves us a lot of time in the sales process in addition to the time and effort it saves our customers. National Cooperative Leasing is very flexible in their options and they really take a lot of time to listen to the customer's needs. When we put the customer in touch with NCL they help guide the customer through the process and all of the options they have for financing. We are a huge, huge fan of National Cooperative Leasing." Dave Elton, Education Market Manager – Precor (Sourcewell Contract #120215-PCR)</p> <p>"NCL has worked with our team at Wastequip closely on multiple opportunities. NCL has flexible programs that can be customized to fit our customers' needs. Their contracted solution provides us with the tools needed to help close Sourcewell contract opportunities for our customers with financing needs. Wastequip appreciates NCL's attendance at trade shows and meetings in support of Wastequip and our customers. We look forward to working on Sourcewell opportunities with NCL for our customers in need of financing programs." Will Kessler, VP Equipment Finance – Wastequip (Sourcewell Contract #041217-WQI)</p> <p>"National Cooperative Leasing has been a great supporting partner for us over the years and have become our exclusive partner for our municipal financing needs. For us having a partner that has a Sourcewell contract like ourselves, has been a competitive advantage for us in offering a turn key competitively bid solution to our customers. NCL is trusted by myself and our staff knowing they will go the extra step to ensure my customers get the vehicle they need and the means to pay for it." Jesse Cooper, Fleet Manager - National Auto Fleet Group (Sourcewell Contract #120716-NAF)</p> <p>"Sharp, including Sharp Direct Branches and Sharp Independent Dealers nationwide, has had a relationship with NCL in collaboration with our Sourcewell contract since 2001. Although Sharp has a robust portfolio of funding options with some of the financial industry's most prominent finance companies, when it comes to government and public education entities (Sourcewell Members), NCL has shown a unique ability to provide solutions where others cannot. Sharp has learned when an issue arises that cannot be solved by our traditional funders, NCL will likely provide a solution. NCL has funded transactions for Sharp Branches and Sharp Dealers ranging from \$1,500 to over \$2,000,000. There has never been an issue in which Sharp Branches or Sharp Dealers have not been funded timely by NCL. I feel confident recommending NCL to both our dealer community of over 375+ independent businesses, as well as our direct sales teams. The professionalism and customer service which NCL provides is outstanding and much appreciated." Erica Calise, Director Government & Major Account Marketing - Sharp Electronics Corporation (Sourcewell Contract #083116-SEC)</p>	
69	Describe the percentage of your business represented by the asset types identified in Table 14 above (e.g. Office Furniture 5%, Office Equipment 2.5%, etc.)	<p>Office Furniture - .9%</p> <p>Office Equipment - 13.3%</p> <p>Technology Software - 1.8%</p> <p>Technology Hardware - 6%</p> <p>Fleet Vehicles - 14%</p> <p>Fleet Equipment - 47%</p> <p>Facility Systems - 2%</p> <p>Facility Improvements - 15%</p>	*
70	Describe your percentage of business represented by tax-exempt leasing and percentage of other lines of leasing (i.e. traditional leasing).	<p>Tax Exempt Leasing 80.5%</p> <p>Non-Tax-Exempt Leasing 19.5%</p>	*
71	Describe any asset types your organization will not finance.	Over the twenty years of working with Sourcewell and Sourcewell Members, NCL has demonstrated its flexibility and creativity by financing any asset type a Sourcewell Member has requested. NCL has financed roofing projects, artificial turf, flooring, software and other "non-traditional" assets. To date, there has not been a request NCL could not finance.	*

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

Line Item 71. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Wednesday January 15, 2020 16:41:18
 - [Marketing Plan/Samples](#) - Marketing Plan and Samples.zip - Thursday January 16, 2020 09:45:53
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Pricing.zip - Wednesday January 15, 2020 10:16:59
 - [Additional Document](#) - Table 2 Question 7 - NCL Core Values applied to Sourcewell relationship.pdf - Wednesday January 15, 2020 10:18:52

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver 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.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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. - Christopher Canavati, Secretary / Treasurer, Lease Servicing Center, Inc. dba National Cooperative Leasing

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