

**Solicitation Number: RFP #122123****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and P.L. Custom Body and Equipment Co., Inc., 2201 Atlantic Avenue, Manasquan, NJ 08736 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires February 28, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier 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 Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

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

P.L. Custom Body and Equipment Co., Inc.

Sourcewell

DocuSigned by:
Chad Newsome
By: 74D1CB39CD794C1...
Chad Newsome
Title: National Sales Manager
Date: 2/28/2024 | 10:57 AM CST

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/28/2024 | 11:24 AM CST

RFP 122123 - Ambulance and Emergency Medical Service Vehicles

Vendor Details

Company Name: P.L. Custom Body and Equipment Co., Inc.

Does your company conduct business under any other name? If yes, please state: PL Custom Emergency Vehicles (ambulances, remounts, conversions) and Rescue 1 (rescues, command, haz-mat)

Address: 2201 Atlantic Avenue
Manasquan, NJ 08736

Contact: Chad Newsome

Email: cnewsome@plcustom.com

Phone: 732-223-1411 149

Fax: 732-223-8456

HST#: 41-1310360

Submission Details

Created On: Thursday November 02, 2023 12:18:54

Submitted On: Tuesday December 19, 2023 09:44:58

Submitted By: Chad Newsome

Email: cnewsome@plcustom.com

Transaction #: 78308216-683f-4594-be2e-ce3ab8085715

Submitter's IP Address: 47.23.119.67

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	P.L. Custom Body and Equipment Co., Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	There are no subsidiary entities.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	PL Custom Emergency Vehicles.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE code - O5UV4 SAM Code - CEB2CCKN1HY5
5	Proposer Physical Address:	2201 Atlantic Avenue Manasquan, NJ 08736
6	Proposer website address (or addresses):	www.plcustom.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chad Newsome National Sales Manager cnewsome@plcustom.com 732.223.1411 ext. 149
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Newsome National Sales Manager cnewsome@plcustom.com 732.223.1411 ext. 149
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Deborah L. Thomson President debthomson@plcustom.com 732.223.1411

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>P.L. Custom Body and Equipment Co., Inc. (PLCB) is a closely held, independently owned C-Corporation manufacturer, located in Manasquan, NJ. We have been in the business of serving the emergency services community with the manufacturing of ambulances, rescue trucks, and other specialty response units since 1946. We are looking forward to 2024, which will mark our 78th Anniversary. The business was purchased by the Smock Family in 1970 and is under the same management today.</p> <p>P.L. Custom Body and Equipment Co., Inc., DBA PL Custom Emergency Vehicles (PLCEV), manufacturers Type I, Type I AD, Type III, and Type III AD ambulances. As our name spells out, we are a custom manufacturer. We have 175 full time employees at our Manasquan, NJ location. Many of our employees have been with us 20, 25, 30, 35, 40, 45, and yes, even 50 years! The longevity and loyalty are supported by the true family commitment we have for our employees. The tribal knowledge these long-term employees have is invaluable to both our company and our customers.</p> <p>Central to our core values is a dedication to the design and manufacturing of reliable, durable, and serviceable vehicles that are customized to meet and exceed the specific needs of our customers. We are known as a company that stands behind our products and will always do the right thing when it comes to our customers.</p>	*
11	What are your company's expectations in the event of an award?	<p>This is our third bid with Sourcewell, having first started with NJPA in 2018. In the event of an award by Sourcewell for our Emergency Vehicles, we would expect to see a continuation of acceptance by Sourcewell members to work with PLCB and we would actively promote Sourcewell membership to our existing customers. Sourcewell members consistently point out the ease of working with this specific cooperative purchasing program. We believe in Sourcewell so strongly that we recently left the HGAC program to focus solely on Sourcewell.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>P.L. Custom Body and Equipment Co., Inc. had annual revenue of \$ 23,945,455.00 in 2022. This was generated from the manufacture and sale of ambulance vehicles, rescue vehicles, ambulance body remounts, service, and parts sales. Our financial statements for 2022/2021 are included in our submission.</p> <p>We enjoy a strong and long-term relationship with Provident Bank, with credit lines for both chassis and working capital. These credit lines are approved at \$6,000,000.00 total. We also have a relationship with Ford Motor Credit and a chassis credit line of \$9,000,000.00. Our approved interest rate for both of these lines is at prime.</p> <p>Our performance bond rating with NGM Insurance Company is strong and has been maintained for many years at a percentage rate of >1%.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Our US market share for our ambulances and emergency vehicles is approximately 5% per the NTEA / AMD annual survey reports.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>We currently do not market our ambulances in Canada.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No.</p>	*
16	<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>P.L. Custom Body and Equipment Co., Inc. is a manufacturer of custom ambulances, rescue trucks, and other emergency vehicles.</p> <p>Answering b) PL Custom Emergency Vehicles is a manufacturer of custom ambulances, remounter of ambulances, and converter of other vehicles for use as specialty response vehicles. We have a strong network of independently owned sales and service dealers in twenty-nine states. These individuals would be considered employees of a third party.</p> <p>Our dealers maintain a sales distribution agreement with P.L. Custom Body and Equipment Co., Inc. which details their respective areas of responsibility, performance expectations, and service requirements.</p> <p>Sales and service in New Jersey is provided by New Jersey Emergency Vehicles (NJEV), a division of PLCB. This staff of 32 sales, service techs, and support staff are all employees of PLCB.</p>	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PLCB maintains Certification to Federal Specification KKK-A-1822 Rev. F, Ford QVM, NFPA, CAAS, and OSHA. We maintain manufacturer licenses in all states that require it. We are current members of NFPA, NJBIA, and NTEA/AMD (National Truck Equipment Association / Ambulance Manufacturer Division).	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Ford QVM approval rating of 98.5% NTEA/AMD member company since 1987 NTEA/AMD Executive Board Member, Deborah L. Thomson, active member and former chair of the division.	*
20	What percentage of your sales are to the governmental sector in the past three years	90% of our vehicle sales are to government / municipal customers; local / city fire / emergency medical services (EMS) departments, large county fire / EMS departments. 10% of our vehicle sales are to hospital-based EMS providers.	*
21	What percentage of your sales are to the education sector in the past three years	We do not sell to the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Since our last Sourcwell awarded contract, we have not continued with the Houston Galveston Area Cooperative (HGAC). Some of our dealers still belong to some state specific cooperatives, such as Pennsylvania Co-Stars and Florida Sheriffs. The dealers have dropped some state specific cooperatives, such as FCAM (MA) and Ohio STS. Here are the annual sales totals that our Sourcwell contract has generated: \$ 5,189,042.00 in 2020 \$ 5,902,831.00 in 2021 \$ 5,316,040.00 in 2022 \$ 5,840,798.00 in 2023 (as of bid submission)	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have a contract with the GSA.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Ludlow Ambulance 19 W Hill Rd Ludlow, VT 05149	Stephanie Grover EMS Chief	(802) 228-2880	*
Vestavia Hills Fire Department 1032 Montgomery Highway Vestavia Hills, AL 35216	Scott Ferrell Battalion Chief E.M.S. Division	(205) 978-0225	*
Mishawaka Fire and EMS 3000 E. Harrison Road Mishawaka, IN 46544	David Ray Asst. Chief of Administration	(574) 257-0620	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Pitt County	Government	North Carolina - NC	Medallion Type III AD ambulances	12 Units	\$ 2,400,000.00	*
Chesterfield County	Government	Virginia - VA	Titan Type I AD ambulances Classic Type I AD ambulances	6 Units 4 Units	\$ 3,900,000.00	*
Lee County	Government	Florida - FL	Classic Type I AD ambulances	8 units	\$ 2,019,648.00	*
Palm Beach Gardens	Government	Florida - FL	Titan Type I AD ambulances	6 Units	\$ 3,051,500.00	*
Lutheran Hospital	Non-Profit	Indiana - IN	Classic Type I AD ambulances	4 Units	\$ 1,320,000.00	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	PLCB currently has a sales force in the field of 75 sales representatives.	*
27	Dealer network or other distribution methods.	Our dealer network is comprised of 18 dealerships in 29 states and the District of Columbia. A listing of our dealer network is uploaded for the bid. The states that have direct dealer coverage are Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Vermont, Virginia, Washington DC, and West Virginia. In states where we do not have dealer coverage, members may purchase factory-direct.	*
28	Service force.	All of our dealers offer full service through their own dealerships in their respective areas of responsibility, not through subcontractors. All sales and service territories are clearly defined with no overlapping areas. In areas where no dealer is present, we partner with either the member's own fleet service department or an independent service provider for warranty support of the product. We have a technical service manager at the factory, along with a service support team, to assist customers in regions without local dealer support.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>PL Custom Emergency Vehicles supports our dealer network and customers with a very thorough and detailed proposal process, including specifications, pricing, and computer aided design (CAD) drawings. These are uploaded in our submission. We maintain a computerized database for each of these projects assigned to a specific dealer or if it is a factory direct sale. Once the paperwork is approved and released to production, the contract coordinator works with the dealers to shepherd the project through to completion and delivery. While most contracts are directly between the customer and the dealer, in the event of a factory-direct sale, the factory will handle all of the contract paperwork.</p> <p>For Sourcewell members, the process starts with the initial inquiry by the member. The member information is sent to the dealer that covers the member's location. The dealer / sales representative would then contact the member directly. We at the factory would support the dealer with the proper proposal format and pricing for the Sourcewell contract.</p> <p>Once the vehicle is contracted with the dealer, the file converts to a booked order and is logged into our production job database. At that time, it will also be coded as a Sourcewell contract.</p> <p>If the contract is to be through the Sourcewell contract, we would document the details of the project and submit the information to Sourcewell on a quarterly basis as required. PL Custom Emergency Vehicles would remit the fee to Sourcewell on behalf of the dealer at time of delivery and receipt of full payment.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>In locations where PLCB has dealer representation (as noted in 27), customer service is handled primarily through the assigned dealer. Customers have access to direct phone numbers, after hours points of contact, e-mail, and fax access, as well as a host of social media platforms. In those areas with dealer coverage, PLCB also stands by to assist with sales and service support, as well as 24-hour service support.</p> <p>In areas not supported with dealer coverage, we maintain committed to customer support (sales / service) with 24-hour phone, e-mail, and social media access points.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As noted above in sections 26, 27, and 28, PL Custom Emergency Vehicles looks forward to building upon the successes of our first two awarded contracts. We have a strong relationship with the team at Sourcewell, attend the annual H2O Supplier Forum, and want to be the premier supplier for Sourcewell members looking to acquire exceptional quality emergency vehicles.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As Canada has different standards for ambulances, we are not currently looking to expand into that marketplace.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>As noted previously in our response to question 27, we have sales and service dealerships in 29 states and the District of Columbia. In those areas not covered by our dealer partners, we can sell factory-direct to Sourcewell members and then partner with either the member's own fleet service department or an independent service provider for warranty support of the product.</p> <p>As noted in question 32 above, we are not currently looking to sell in Canada due to different standards for ambulances in that marketplace.</p>	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no Sourcewell participating entity sectors that we would exclude from servicing.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As we do not have any dealers currently serving in Hawaii, Alaska, or in US Territories, we would treat any sales opportunity as a factory-direct sale. Members that choose not to take delivery from PLCB's location can choose to have the vehicles delivered to their location. The cost of this service would be itemized out to the member and billed out as a separate part of the final invoicing.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	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>If we are fortunate enough to be awarded a third Sourcewell contract, we will continue to educate our dealers and customers as to the benefits of utilizing the Sourcewell contract. The educational part for our sales team is concerned primarily with the benefits of the contract and the procedures that must be followed for proper compliance with our contract. We will continue to distribute printed and electronic supporting documents to our dealers so that they can distribute them to their customers and encourage non-Sourcewell members to join.</p> <p>In addition, PLCB will use all of our web-based platforms, direct mail, print advertising, and in-person interaction to educate current and future customers that we are an Awarded Vendor with Sourcewell.</p> <p>PL Custom Emergency Vehicles attends directly, or by extension through our dealer partners, over 50 trade shows, training forums, and dealer houses each year. At each, we bring signage and promote the utilization of our awarded Sourcewell contract.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>PLCB has two websites for our different product lines; PL Custom Emergency Vehicles (www.plcustom.com) and Rescue 1 (www.rescue1mfg.com). We also maintain a strong social media presence via Facebook, Instagram, YouTube, and LinkedIn. On all of these platforms, we routinely highlight both our status as an awarded vendor for Sourcewell and the value it brings to emergency service providers.</p> <p>Our Facebook and Instagram social media platforms have garnered around 23,000 likes and the reach of these platforms is significantly higher. Our YouTube video views are averaging over 51K.</p>
38	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>Sourcewell's role in promoting awarded contracts and suppliers arising from this RFP should be multi-layered. We appreciate and are well aware of, and follow, your social media activity. The websites, both for members and suppliers, are filled with helpful content. The support that we have received from all of our Sourcewell Development Administrators has been extremely helpful.</p> <p>We have taken a three-step process in order to integrate our Sourcewell awarded contracts into our sales process. They are as follows:</p> <p>Step 1 - All dealerships are given lists of Sourcewell members within their area of responsibility, so that they can specifically go out and approach these "warm" prospects. Our experience is that when a member uses Sourcewell for multiple purchases, the reception to our sales reps is greatly improved.</p> <p>Step 2 - Prior to a demo appointment, the sales representative performs an agency look-up to see if the customer is already a member of Sourcewell. If the customer is, they go to the meeting with a pre-proposal showing the applicable contract model and pricing. If the customer is not a member, the sales representative brings along information about joining Sourcewell as a member.</p> <p>Step 3 - In cases where the customer is not a member, but their funding is provided by their municipal, city, county, or state government, the dealers take the same actions as outlined in Step 2. In some cases, our national sales manager will contact the appropriate finance officer for the funding body to explain and promote the use of our awarded Sourcewell contract for the project.</p>
39	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.	PLCB does not have an e-procurement system.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Sales training is offered multiple times during the year at PLCB, as well as at our dealers' locations.</p> <p>Service training for dealers and customers is offered multiple times per year at PLCB and also at dealer / customer locations. Hard copy and electronic training manuals are provided to all attendees.</p> <p>Customer specific tours of our facility are routinely given for customers and they also spend some time during their tours by meeting with engineering and senior management.</p> <p>Pre-construction meetings with customers are held either at the factory or virtually via Zoom prior to final approval packages submitted for customer sign-off. These meetings are chaired by the engineer / project manager working the project.</p> <p>All of the above are provided to our customers and dealers at no charge.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>Vehicle Enhancements Using New Technology:</p> <ol style="list-style-type: none"> 1. AeroClave disinfecting spray systems. 2. Anti-theft devices to secure vehicle when left unattended. 3. Camera systems - 360-degree, rear view, patient compartment, and exterior blind spot cameras with visual and audio monitors in cab. 4. Climate controlled cabinets to monitor for temperature sensitive drugs and saline. 5. Dash cam DVR for recording vehicle activity. 6. Electrical load management with cab mounted indicators and potential load shed when draw exceeds output. 7. Electronic keyless access control for cabinetry and drawers using keypads or smart card credentials. 8. GPS Systems. 9. Idle reduction / mitigation systems to support on scene load demands. 10. MEDS disinfecting spray systems. 11. Narcotics lockers with biometrics, PIN, and proximity cards to control and document access. 12. Onboard vehicle WIFI and wireless routers for telecommunication. 13. Patient compartment audio visual systems for patient comfort over long distance, critical care transportation. 14. Seat belt monitoring systems for cab and patient area. 15. UV lighting upgrades for surface disinfection and air sanitation. 16. V-Mux Multiplexed Electrical systems with integrated diagnostics for vehicle condition reporting. <p>Engineering / Technology:</p> <ol style="list-style-type: none"> 1. Drive Works for 3D modeling and drawing configuration. 2. Ford IDS (Integrated Diagnostic System) for vehicle diagnostics. 3. Ford NGS (New Generation Star) tester for diagnostics. 4. In-house paint mixing systems for Akzo Nobel Sikkens. 5. John Bean front end alignment machine. 6. OMAX Precision WaterJet System for metals processing. 7. Quote Writer for sales quoting. 8. Radan software for water jet and e-brake. 9. Safran e-Brake for metals processing. 10. SAGE MAS 200 ERP for accounting and inventory. 11. Solid Works Electrical for electrical design and schematics. 12. Solid Works EPDM for storage of engineering data. 13. Solid Works for 3D modeling and design. 14. Thermwood CNC router for cabinet shop.
42	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>We offer solar panel technology to support the charging and recharging of the vehicle batteries. This allows the vehicle engine to be shut off and not drain the batteries when the communication radios, temperature-controlled cabinets, computers, etc. are still needed to be active.</p> <p>We offer idle reduction technology for those customers that need to remain on the scene of an incident and want to turn off the engine to reduce emissions into the air.</p> <p>Internally at the company, we maintain recycling of paper, aluminum, and plastic. We recycle delivery pallets back to the original company. Scrap metal, wood, and cardboard are recycled through services specific to recycling.</p> <p>We have embraced a remote work environment and have continued this program post the COVID-19 workplace requirements. This reduces commutation fuel consumption and energy / utility usage here at our factory.</p>

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not have any current third-party eco-labels / certifications.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	P.L. Custom Body and Equipment Co., Inc. is a woman owned company. Debrorah L. Thomson is the President of the company and this year, 2023, marks her 45th year with PLCB. Key management positions held by women are noted below: Nancy Buhagiar, Vice President of Operations and Finance Kim Blanco, Human Resources Manager Lena Goodwin, Controller Cindy Straubinger, Service Manager Lisa Croasmun, Quality Assurance Manager	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	P.L. Custom Body and Equipment Co., Inc. is an independent and family-owned manufacturer of custom emergency vehicles and we strongly believe in and practice a hands-on approach to our customers. Accessibility to and interaction with upper management is our normal way of conducting business and engaging with our customers. We answer to our customers, dealers, and employees. This method of conducting business adds value to our customers, and, by extension, to Sourcewell members. The experienced solutions our people offer result in a better understanding of our customers' needs and it yields a strong repeat customer base.	*

Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes. Our warranties are as follows: 1. General Conversion - 3 year / 36,000 mile 2. Structural Integrity - Lifetime 3. Electrical - Lifetime, 100,000 mile 4. Paint - 10 year 5. Corrosion - 5 year	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Paint Corrosion Warranty has prorated coverage in the 4th and 5th year of the warranty time frame. Components that are manufactured by others are covered by their representative warranties. We facilitate warranty coverage for our dealers and customers in these cases.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, upon request.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All states currently serviced by our dealer network are fully covered for all our customers' warranty needs. In the areas where we may not have dealer coverage, we coordinate with a local chassis dealer, as well as an emergency vehicle service facility, to support the customer with warranty repairs. In some areas, we have set up the customer as a warranty center if they have the ability to perform the work themselves. We offer service training at our location and also at the customer's service center location to support this need.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Some items that are manufactured by others are covered in both our 3-year general conversion and lifetime, 100,000-mile warranties. Other items are covered by the respective manufacturer's warranty - some of which are for longer periods of time. We facilitate warranty coverage for our dealers and customers in these instances. We have several lighting brands that offer 5 year and lifetime warranties on their products. All of these warranties are extended to our customers.	*

51	What are your proposed exchange and return programs and policies?	<p>Warranty Reimbursement Procedure: The dealer service center is contacted by the customer in the event of a warranty repair need. The dealer contacts PLCB for warranty authorization and diagnostic assistance for the reported issue.</p> <p>Warranty Pre-Approval Authorization: All warranty claims require a pre-approved warranty authorization (WA) number. This pre-approval process is required to first, inform PLCB of a warranty problem, but second, and most important, to help diagnose and repair warranty service problems in the field. Payment of warranty claims requires an approved authorization number.</p> <p>Warranty Parts: If warranty parts are required and authorized, PLCB will ship in-stock replacement parts the day the request is made, provided the part is ordered before 2:00pm (EST). Parts that need to be ordered will be either shipped from the parts manufacturer or shipped out the day they arrive to PLCB.</p> <p>Return of Defective Parts: When warranty parts are provided, defective parts must be returned to PLCB within 30 days of the parts being shipped to be processed for credit.</p>
52	Describe any service contract options for the items included in your proposal.	<p>Preventative maintenance contracts are offered to our customers through our dealers for annual inspections and chassis maintenance needs. These can be items such as oil changes, fluid checks, transmission service, and battery load testing. Preventative maintenance is highly recommended for optimal performance of the emergency vehicles.</p> <p>PLCB is a Ford Authorized Warranty Service Center, providing bumper to bumper support for our customers with a Ford chassis.</p> <p>Several of our dealers also provide Freightliner and International chassis warranty service coverage to their customers, minimizing downtime when the vehicle is out of service for repair.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	<p>Dealer Driven Contracts: Standard payment terms are payment upon delivery of the completed vehicle to the customer. Terms other than that are offered and negotiated on a case-by-case basis.</p> <p>Factory Direct Sales: Standard payment terms are payment upon inspection and acceptance at the factory. Once inspected and accepted, payment in full is expected prior to release of the ambulance. Terms other than that are offered and negotiated on a case-by-case basis.</p> <p>Note: Additional discounts, beyond those already afforded for Sourcewell members, are offered for progress payments to the contract.</p> <p>Payment Method: We allow for payments via check or wire transfer.</p>
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>While PLCB does not offer any inhouse leasing options, we do work closely with several municipal leasing companies and connect members directly to them.</p> <p>We also recently trained our sales team in using NCL Government Capital, an awarded Sourcewell vendor. This connection was made via the H2O Supplier event this past June. We have attached a flyer that highlights this program as a benefit to Sourcewell Members.</p>
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Our Order Form is the first indication into the factory that this particular order will be for a Sourcewell member (see upload). Additionally, if a remount or conversion, those order forms also have a check-off to indicate if the order is for a Sourcewell member. Finally, if a demo unit is sold, the Sale of Demo Form also allows the sales representative to identify if the sale is to a Sourcewell member (see attached).</p> <p>We also have a Sourcewell sales reporting form that is used for our quarterly reports to Sourcewell (see upload).</p>
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We currently do not use a P-card payment process for completed vehicles. We do, however, offer this for smaller purchases for parts and service.

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 *
57	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>Detailed price lists for all of our base vehicles and associated options have been included in our RFP response.</p> <p>This pricing reflects both the MSRP price, as well as the 5% discount on base vehicle models and any options.</p>
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing, as submitted to Sourcewell, is discounted from MSRP and is offered with a 5% discount on base vehicle models and options.

59	Describe any quantity or volume discounts or rebate programs that you offer.	<p>For two identical vehicle orders placed at the same time with concurrent delivery: discount \$2,000.00 off of the second unit or \$1,000.00 off of each unit.</p> <p>For three or four identical vehicle orders placed at the same time with concurrent delivery: discount \$2,000 off of 2/3/4 unit or \$1500 per unit.</p> <p>Discounts are also offered for progress payment opportunities.</p>	*
60	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>We supply some items we would consider at be "pass thru" to the customer, such as patient loading stretchers, communication radios, exterior graphics / lettering, and chassis options.</p> <p>We also provide for the installation of customer supplied equipment, such as patient loading stretchers, communication radios, exterior graphics / lettering, small tools, hand lights, and miscellaneous equipment items.</p> <p>Sourced goods or open market price items not on our line item price list are treated as special option pricing and are noted as such in the proposal and final contract pricing. These are subject to our standard cost plus labor pricing process. No additional charges are imposed on these items. We would allow these special options on Sourcewell contract vehicles.</p>	*
61	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>The selling and servicing dealer may offer the end user customer additional technical installation opportunities for radios, computer systems, and other equipment. The selling dealer will also many times coordinate lettering and graphics on the completed vehicle.</p> <p>Assistance with state specific EMS and licensing inspections and motor vehicle registration processing are offered by our dealers as a convenience to the customer.</p>	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Most vehicles are picked up at our Manasquan, NJ facility and driven to the customer location after the final inspection at the factory. The vehicle is normally picked up by the dealer / sales representative, taken to their business location for any necessary inspection and motor vehicle requirements. The vehicle is then delivered to the end user customer.</p> <p>PLCB and our dealers have relationships with several transport companies that will pick up the completed vehicle from our manufacturing location and deliver it to the dealer or customer as requested. The need for this increased during pandemic lockdowns and has continued as a convenience to the customer.</p> <p>Our location in New Jersey allows for many options for our customers. We are in close proximity to major international airports and centrally located for transport companies.</p>	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have not delivered any units to Alaska, Hawaii, Canada, or any offshore delivery. If needed, transportation would be coordinated by the dealer representative (or factory personnel if a factory-direct sale) and they would coordinate all transportation logistics.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Several of our dealers are from a great distance from New Jersey and will arrange for a final inspection here at the factory with the customer. They will then arrange for a transport company to pick up the completed unit here at the factory for final delivery. Our location in New Jersey affords easy access to our location for dealers, customers, and transport companies. The vehicle transport is quoted separately for each unit based on size and distance to the destination.	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>We require all orders utilizing the Sourcewell contract to be initially coded as a Sourcewell contract on the incoming Order Form (form uploaded). The pricing for the sale would then be reviewed, validated, and approved by our national sales manager, Chad Newsome. As Sourcewell Supplier Development Administrators can personally attest to, this oversight of our Sourcewell contracts works very well.</p> <p>The contract would then be entered into our Access database. The data is also recorded into a tracking Excel spreadsheet for all Sourcewell contracts. That information is then shared on a quarterly basis with Sourcewell.</p>
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>The reporting form to Sourcewell (file uploaded) notes the following information:</p> <ol style="list-style-type: none"> 1. Year 2. Quarter in which delivery occurs 3. Delivery Date 4. Sourcewell Member # 5. Member (account) name 6. Member Address 7. Product Sold (model ID #) 8. Sales Amount 9. Administrative Fee 10. Contract (RFP) Number <p>Internally, we also track if the dealer was invoiced for the administrative fee and whether we have received that fee.</p> <p>Finally, we also track more information internally on each Sourcewell contract. It covers the items above, but also tracks more data, such as:</p> <ol style="list-style-type: none"> 1. Agency Under Name (ie. Fire Department of the Town that is the member) 2. Date of contract 3. Projected month of delivery 4. Selling Dealer 5. Sales representative 6. Invoice date to dealer for administrative fee 7. Date of payment made to Sourcewell 8. Check #
68	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.)	<p>PLCB will offer a tiered administrative fee for Sourcewell. The fee is per contract.</p> <ul style="list-style-type: none"> \$ 1,000.00 admin fee - 1-5 units \$ 2,000.00 admin fee - 6-10 units \$ 3,000.00 admin fee - 11-15 units \$ 4,000.00 admin fee - 16-20 units \$ 5,000.00 admin fee - 21 or higher units

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Our vehicles are produced as Medallion Type III, Classic Type I, and Titan Medium Duty ambulances. In compliance with the RFP language, we have noted all models as Type I, Type I AD, Type III, and Type III AD. Utilizing the Ford, RAM, Chevrolet, Freightliner, and International chassis platforms, the actual choice of chassis brand is based upon the customer's preference and needs.</p> <p>We provide modular ambulance body remounts for Type I, Type III, and Medium Duty ambulances. This allows the customer to retain the value in the original ambulance body and remount it onto a new chassis when the original is worn out due to miles driven and other conditions. This offers a true savings to the customer and also extends the overall value of the ambulance. All of our ambulances are designed with this opportunity in mind.</p> <p>Emergency Medical Units providing first response and ALS (Advanced Life Support) services are offered on a variety of chassis platforms. These chassis can be Ford, GM, or RAM platforms.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Our RFP has an expanded offering for increased choices for Sourcewell members. There are thirty different products to offer. They are broken into three different groups:</p> <p>Ambulances - Eighteen different choices, with a wide variety of chassis platform and module sizes.</p> <p>Ambulance Body Remounts - Six different choices, with a wide variety of chassis platforms.</p> <p>Conversion Vehicles - Six different choices, based upon various chassis platforms.</p>
71	Describe available options for customization of the equipment and products offered in your proposal and any related order processes.	A detailed option list is uploaded for our three product segments - ambulances, remounts, and conversions.
72	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	There are six different remount offerings that we are putting forth for the Sourcewell Members. There are also optional components listed for remounts as well in our overall option list. These are uploaded in the documents section.
73	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable Federal and state requirements.	PLCB maintains certifications to Federal Specification KKK-A-1822 Rev. F, Ford QVM (Quality Vehicle Modifier), NFPA (National Fire Protection Association), and OSHA (Occupational Safety and Health Administration). We maintain manufacturer licenses in all states that require it. We are also current members of NFPA, NJBIA, NTEA/ AMD, and CAAS.
74	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	We do not certify to Canadian ambulance standards.

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

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

Line Item	Category or Type	New *	Remount *	Demo *	Used *	Comments
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75	Type I ambulance units	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>PLCB is offering new Type I ambulances. We also are offering remounts and demos for the Type I category. We are not offering used ambulances.</p> <p>A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.</p>
76	Type I-AD ambulance units	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>PLCB is offering new Type I AD ambulances. We also are offering remounts and demos for the Type I AD category. We are not offering used ambulances.</p> <p>A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.</p>
77	Type II ambulance units	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>PLCB does not manufacture Type II ambulances, nor are we offering used ambulances.</p>
78	Type III ambulance units	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>PLCB is offering new Type III ambulances. We also are offering remounts and demos for the Type III category. We are not offering used ambulances.</p> <p>A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.</p>

79	Type III-AD ambulance units	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	PLCB is offering new Type III AD ambulances. We also are offering remounts and demos for the Type III AD category. We are not offering used ambulances. A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.
80	Emergency medical transportation vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.
81	Vehicles used in the delivery of pre-hospital and out of hospital care	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.

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

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

Line Item	Category or Type	Offered *	Comments
82	Equipment, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types of solutions described in Line Items 75 - 81 in Table 14B above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our uploaded options list had a variety of optional equipment to outfit an ambulance. In cases where components are not offered by PLCB, we would offer optional equipment and price out as per our answers to questions 60 and 61.
83	Services complementary or incidental to the offering of the solutions described in Line Items 75 - 81 in Table 14B above, including installation, customization, refurbishment, inspection, repair and maintenance, training, and support.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our uploaded options list had a variety of optional equipment to outfit an ambulance. In cases where components are not offered by PLCB, we would offer optional equipment and price out as per our answers to questions 60 and 61.

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

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Pricing.zip - Monday December 18, 2023 13:26:23
 - [Financial Strength and Stability](#) - Financial Strength and Stability.pdf - Wednesday December 13, 2023 10:56:07
 - [Marketing Plan/Samples](#) - Marketing Plan - Samples.zip - Wednesday December 13, 2023 14:14:39
 - [WMBE/MBE/SBE or Related Certificates](#) - WMBE-MBE-SBE or Related Certificates.zip - Tuesday December 19, 2023 06:57:08
 - [Warranty Information](#) - Warranty Information.zip - Monday December 18, 2023 15:11:32
 - [Standard Transaction Document Samples](#) - Standard Transaction Document.zip - Wednesday December 13, 2023 10:58:45
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Upload Additional Document.zip - Tuesday December 19, 2023 07:58:56

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chad Newsome, National Sales Manager, P.L. Custom Body and Equipment Co., Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Ambulance_RFP_122123 Wed November 29 2023 11:17 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Ambulance_RFP_122123 Wed November 22 2023 09:10 AM	<input checked="" type="checkbox"/>	1