

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vector Fleet Management, LLC, 9300 Harris Corners Parkway, Suite 350, Charlotte, NC 28269 (Supplier).

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

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

**1. TERM OF CONTRACT**

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

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

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

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

- Identify the applicable Sourcewell contract number;

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

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

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

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

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

#### **16. SEVERABILITY**

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

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

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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



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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcewell

Vector Fleet Management, LLC

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Aubrey Felton*  
C7DF4C0958374C0...

By: \_\_\_\_\_

By: \_\_\_\_\_

Jeremy Schwartz

Aubrey Felton

Title: Chief Procurement Officer

Title: Executive Vice President

Date: 5/8/2024 | 9:51 PM CDT

Date: 5/8/2024 | 2:53 PM PDT

# RFP 031224 - Garage and Fleet Services

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## Vendor Details

Company Name: Vector Fleet Management, LLC  
Does your company conduct business under any other name? If yes, please state: Vector Fleet Management  
Address: 9300 Harris Corners Parkway  
Suite 350  
Charlotte, NC 28269  
Contact: Alice Moran  
Email: amoran@vectorfleet.com  
Phone: 704-728-5443  
Fax: 704-924-9880  
HST#: 20-5680368

## Submission Details

Created On: Thursday February 15, 2024 10:59:39  
Submitted On: Monday March 11, 2024 08:41:30  
Submitted By: Alice Moran  
Email: amoran@vectorfleet.com  
Transaction #: 44bd13ac-955b-490d-916f-312cf055b1ac  
Submitter's IP Address: 173.42.122.190

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vector Fleet Management, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	6EPR1
5	Proposer Physical Address:	9300 Harris Corners Parkway, STE 350 Charlotte, NC 28269
6	Proposer website address (or addresses):	www.vectorfleet.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):	Aubrey Felton -Executive Vice President 9300 Harris Corners Parkway, STE 350 Charlotte, NC 28269 Ph: 704-336-9630
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Aubrey Felton -Executive Vice President 9300 Harris Corners Parkway, STE 350 Charlotte, NC 28269 Ph: 704-336-9630
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Alice Moran - Director of Marketing Communications 9300 Harris Corners Parkway, STE 350 Charlotte, NC 28269 Ph: 704-728-5443

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

Line Item	Question	Response *
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>The success of an entity's fleet program is directly dependent upon the proper management and maintenance of your fleet. Vector Fleet Management, LLC (VFM) has been managing and maintaining fleet equipment for over 35 years consisting of fleets ranging from 80 units to more than 3500+ units. This includes police vehicles, fire apparatus, rescue units, buses and construction equipment administrative sedans, mining equipment including the largest off-road equipment, such as loaders, graders, and dozers. Our customers include governmental and private/commercial organizations.</p> <p>VFM maintains over \$4 billion in customer assets every day in locations across the Country.</p> <p>Since 1988, VFM has been providing cost-effective and reliable fleet maintenance and management services. We have accomplished this through our core beliefs:</p> <p style="padding-left: 40px;">We believe each client's fleet requirements and operational demands are unique and thereby require a specific approach to our overall staffing, inventories, and processes.</p> <p style="padding-left: 40px;">We believe in today's economic environment our clients should be able to depend on uniformity in fleet maintenance costs.</p>



We believe in providing our technician teams with the proper training, diagnostic software, and tooling required for each specific client's fleet.

We believe in providing a national parts procurement solution for our clients which will lower overall operating costs.

We believe in a detailed Quality Assurance Program, which reduces downtime, rework, and overall client costs.

We believe in benchmarking our performance internally and for our clients, using industry Key Performance Indicators.

We believe in providing our clients with real-time access to their fleet information through our Maintenance Software Solution.

We believe in clear lines of communication throughout our organization and with our clients.

We believe nothing is more important than the safety of our team members and client's employees. We maintain our client's fleets like our family is operating the equipment.

We believe each client is a business partner, one in which we share successes and setbacks; ultimately pulling in the same direction with the same goals and objectives.

If our belief systems align with yours then we are the Right Choice for your operation!

Through our experience, we have developed economies and solutions for each of our government fleet maintenance contracts:

- Enabling our clients to conserve costs
- Maintain fleet flexibility
- Increase Fleet Availability
- Consistently exceeding performance requirements

We constantly strive to improve contract performance by frequently and objectively analyzing work methods, employee skill mix, organizational structure, and labor resources, assuring "state of the art" fleet maintenance.

Every contract and customer are unique, what works at one contract site may not be feasible or recommended at another. Therefore, we examine each solution on its own merits, weighing potential benefits against risk/cost. First, WE LISTEN. Only then new ideas are discussed with the customer for their input, and solutions are implemented on a trial basis and closely measured to see if the desired results are achieved.

With this approach, Vector Fleet Management takes the lead in service quality improvements, rather than merely reacting to a situation. Consequently, we can offer proven contract service solutions at a reasonable and realistic cost.

1. VFM will meet and exceed the following fleet maintenance and management goals:

A. Reduced overall fleet maintenance cost consistent with safety requirements, and customer needs, improved state of good repair, and best fleet practices

- Dedicated Preventive Maintenance Programs will be implemented to meet and exceed your fleet maintenance needs and all NFPA requirements while being compliant with OEM specifications
- Certified Maintenance Staff that includes corporate, management staff, and technicians with levels of ASE certifications
- Comprehensive Certified Training Program, which consists of 18, required courses to become a Vector Certified Technician in addition to ASE certification and training
- Fleet Management Information System (FMIS) implemented for a customized PM scheduling process through the client's fleet management information system will increase the client's fleet availability while extending unit lifecycles and reliability

B. Reduced overall heavy machinery maintenance cost consistent with safety requirements, and customer needs, improved state of good repair, and best fleet practices

- Dedicated Preventive Maintenance Programs will be implemented to meet and exceed your fleet maintenance needs and requirements while being compliant with OEM specifications
- Certified Maintenance Staff that includes corporate, management staff, and technicians with levels of ASE certifications
- Rigorous Certified Training Program, which consists of 18, required courses to become a Vector Certified Technician in addition to ASE certification and training
- Fleet Management Information System (FMIS) implemented for a customized PM scheduling process through the client's fleet management information system will increase the client's fleet availability while extending unit lifecycles and reliability

C. Improved vehicle and equipment availability

In-house Warranty Repair

All materials, parts, and workmanship furnished by VFM will be of high quality free from defects and imperfections, and meet all OEM standards and specifications.

Further, VFM will reimburse the client for any manufacturer warranty coverage due.  
OEM Warranty Administration

VFM has over 6 years of experience administering OEM warranties for GM, Ford, and Stellantis. This includes capturing all repairs within both companies' online portals and coordinating reimbursements for our clients. VFM can assist the client in setting up these warranty programs.

#### Fleet Availability

VFM will stress the importance of having as many client vehicles operational at all times. Vehicles down prevent the client from their mission accomplishment. We will promote vehicle availability by:

- Scheduling repair work and preventive maintenance when a vehicle is not normally required to be in service.
- Employing only highly skilled and trained technicians.
- Providing our technicians with the latest in diagnostic technology and training to facilitate accurate "first-look" diagnosis of any problems so that they may be corrected in the shortest possible time
- Ensuring that all necessary parts are ordered and available before the vehicle is removed from service for repairs.
- Anticipating component replacement needs by examining repair history and replacing any such components when the vehicle is in the shop for scheduled work to avoid random breakdowns.
- Ensuring that shop equipment is available and operational through periodic preventive maintenance and inspections.
- Tracking vehicle downtime on every repair order so that fleet downtime can be tracked on formal reports.
- Applying the same repair schedule completion requirements to our subcontractors for work done in-house.
- Complete PM Services performed with a PM inspection Checklist. This will identify any existing or developing issues. We will utilize the Preventive Maintenance checklist that has been developed utilizing OEM guidelines and real-world expertise in systemic issues
- Flexible shop hours to meet the needs of the client
- Condition Based Maintenance processes such as periodic engine compression checks, along with oil and lubricant analyses to determine pending engine, transmission, and, differential repairs before they occur
- Increased use of On-board Diagnostics and other computer-aided online diagnostics capabilities

D. Increased overall fleet operating efficiencies including a reduction in capital expenditures for fleet assets

- Major Supplier Agreements to reduce overhead costs. We have major suppliers' preposition fast moving parts in the shop for our use
- Assure the majority of repairs are completed in-house instead of sourcing a local OEM dealer for support
- VFM will buy parts and supplies locally to cut transportation shipping costs. We rely heavily on local vendors to provide the bulk of our needed fast-moving items such as filters, brake pads, rotors, tires, and rubber products
- Inventory Management Reports will be produced periodically to identify obsolete and slow-moving parts and return them for credit, which will further reduce the overhead expenses and allow for a responsive parts room. Our inventory system will supply the client and our technicians with the "Right" Parts, at the "Right" time, for the "Right" cost

E. In Addition, VFM will improve Services to the Sourcewell Entities

- We incorporate an extensive system of customer feedback. We want to know what we can do better, how we can adapt our processes to make it easier to get the work done, to identify and reward outstanding employees and likewise those whose performance is not up to standard
- We read every form, review them at the corporate level, and take prompt corrective action where needed
- VFM will respond to the customer who submitted the feedback so they know that we appreciate their input and have reacted accordingly
- All of the corporate officers are ASE-certified technicians, up to and including the President/CEO. These individuals can relate to the dynamics of a shop environment and what it takes to make things happen. There is no substitute for practical experience.

#### Dedicated Fleet Maintenance Program

By submitting this proposal Vector Fleet Management, LLC (VFM) is committed to implementing our industry-leading fleet practices necessary to maintain the client's fleet.

This service will include, but is not limited to:

Scope of Services - Facilities/Hours of Service, Security, Preventive Maintenance, Routine Maintenance and Repair, Non-Vehicular Equipment, Fleet Assessment, Scheduling, Performance, Annual Inspection, Repairs, Repair Limitations, Road Call

and Towing, Warranty, Rework, Outside Repairs & Subcontracting, Vehicle Preparation and Disposal, Unit up-fitting and decommissioning, Parts and Inventory Management, Accident Repairs & Subrogation, Vehicle Refurbishment, Directed Work and Technical Advice, Investigations and Audits, Waste, Daily Fleet Availability, Quick Fix, Motor Pool, and Tires/Tire Management

Management Services - Management Plan, Transition Plan, Reporting, Fleet Management and Information System, Invoicing, Purchases, Staffing Provisions, Training and Continuing Education, Insurance, Safety Management, Inventory Control, Quality Assurance Control, Obsolete Inventory Management, Telematics, Fuel Management, Asset Remarketing, Bids & RFPs, DOT Compliance, Emergencies, Bonding, Facility Conversions (CNG), and Disadvantage Business Programs

**Fleet Maintenance Performance Standards**

VFM performs above the contractual performance standards of all our clients. VFM realizes the client is interested in the following performance standards to maintain a highly effective and efficient fleet maintenance and management program:

- Car and light truck availability.
- Sheriff, EMS, Fire, and other essential vehicle availability.
- Medium and Heavy Construction equipment.
- Preventative Maintenance (PM) scheduling and completion performance.
- Unscheduled repair performance.
- Parts availability.
- Quality of work.
- Road call performance; 24 hours a day, 7 days a week.
- Customer Service Satisfaction Goals

**Our Commitment**

Vector Fleet Management, LLC is committed to implementing our industry-leading fleet practices, which will result in the following benefits:

We will introduce and strive to exceed high levels of Accountability through Performance Thresholds.

Our commitment to quality guarantees that we will continuously improve our fleet management operations and work processes to provide the company with the most efficient and cost-effective service delivery.

We will uphold compliance with all safety, environmental, vehicular, and personnel legal mandates in our fleet operation on behalf of the client.

We will provide an experienced management team and technical personnel who will make customer service a top priority for the client.

We will use our fleet management information system to collect the necessary data on every vehicle in your fleet. We will know how your vehicles perform over time, their life cycle, and what their special needs will be which will result in optimal asset management.

We will work with the client to bring innovative solutions to your fleet operation. As your partner, we will offer suggestions for managing your fleet and help you by recommending the number and types of vehicles required to deliver services efficiently and cost-effectively.

We will implement our industry-leading fleet management and maintenance practices and make recommendations that can increase your fleet's productivity and/or help cut costs. For example, if we detected a unique maintenance need, we would recommend a maintenance or replacement plan to address it.

We will assist the client in preparing purchase specifications for additional or replacement vehicles and service equipment.

Additionally, we will provide inspection services and assessments of used vehicles and equipment under consideration for purchase or lease; a process we are considered industry experts.

Our highest commitment is our dedication to service excellence. Every VFM employee is committed to providing a superior partnership experience, every time. Our employees will focus on quality and timely fleet service delivery. We invest in their technical training and professional growth and, reward them for completing Vector Fleet Management's training curricula and providing outstanding customer service.

11 What are your company's expectations in the event of an award?

Vector Fleet has a detailed Transition Plan to ensure VFM will be able to assume responsibility for the Client fleet management and maintenance within forty-five to sixty (60) days of contract execution or notice to proceed. This Transition Plan

represents our approach to maintaining a high level of service quality to the Client while addressing the important issues that accompany a change in service delivery.

Our Transition Plan includes the following key considerations:

- Assembling and deploying a dedicated and experienced Start-up Team
- Establishing communication with key Client personnel
- Facility and shop equipment inspection/pre-existing deficiency report
- Employee hiring, orientation, and training
- Fleet management information system assessments and training
- Vehicle maintenance and preventive maintenance transition
- Parts inventory and vendor/subcontract management transition
- Fleet assessment

We have organized our plan chronologically, to reflect the timing of the transition, as it will most likely occur. Of course, there may be adjustments to the schedule presented here to adapt to your changing needs. A detailed timeline of events that will take place during this important transition is presented at the end of this section.

Start-up Team Composition:

Executive Vice President – Aubrey Felton

Executive Vice President – Craig Moran

Directors of Gov't Operations-Steve Benedict & Matthew Hansen

H.R. Coordinator – Lisa Bell

Purchasing Director – Matthew Wallace

Contract Liaison - Sales – Alice Moran

FMIS Leader – Kathy Sherrin

Safety Manager – Charles Bryson

We have established our transition staffing plan based on our understanding of the order of events and the personnel necessary to complete them. The actual personnel and staffing positions may vary from those presented here to reflect the evolving needs of such an important service delivery transition.

The primary VFM team leader will be Craig Moran, Transition Manager in conjunction with Steve Benedict Director of Government Operations.

Aubrey Felton will begin to coordinate our transition efforts and will oversee all the tasks outlined in this proposal. In addition, representatives from our Human Resources Department; and other technical advisors in areas, such as Parts Supply, Shop Operations, and Fleet Management Information Systems will be present, as warranted.

Throughout the transition period, VFM will have experienced members of our team available to assist with start-up operations. The table above lists the staffing we plan to deploy to complete this important service delivery transition.

Establishing Communication with Key Client Personnel

The VFM transition team will meet with Client Department personnel who will be especially key to our joint transition success, including the Contract Manager along with Department liaisons. VFM wants to collaborate with the various vehicle and equipment user groups to identify and address their problems/concerns with the fleet and issues regarding maintenance requirements. We also want to make sure that our systems are easily understood and that preventive maintenance will be scheduled at a time convenient to vehicle users and their supervisors. We need their cooperation in helping us schedule PM inspections and follow-up on vehicles that could not be sent to the Client maintenance facility on the date of a PM appointment. Furthermore, we want to put into place a mechanism for feedback on our services so any issues can be identified and resolved quickly.

Facility Inspection and Asset Management Transition

VFM and the Client will schedule a joint inspection of the facilities, before the start date. Although we don't anticipate any deficiencies, the purpose of this joint inspection will be to identify any pre-existing deficiencies in the facilities that may exist. VFM will issue a Pre-Existing Deficiencies Report to the Client, within ten (10) days of conducting the inspection, outlining any noted deficiencies and identifying any garage feature or system that is functional but which should be considered for replacement or upgrade due to age or overall condition.

Also, VFM will conduct a joint inventory of all structural, mechanical, electrical, equipment, tools, vehicle computer equipment, and furniture to which VFM will have access during the contract term. This will ensure that there can be no question as to what existed at the beginning of our assuming responsibility for facility operations, and what exists at any time during the contract.

VFM will conduct a safety audit of the Client facilities to identify any improvements necessary for compliance with all Client, State, Federal, and VFM safety standards. The safety audit will be presented to the Client, and any noted deficiencies will be

		<p>included in VFM's pre-existing deficiencies report. Within thirty (30) days of the assessment, VFM will notify the Client in writing of any hazardous conditions identified during this assessment.</p> <p><b>Employee Hiring and Transition</b> One of the major priorities throughout the transition period will be the recruiting of local qualified technicians, in tandem with the possible deployment of our current technicians from other contract locations. The employee hiring and transition will begin with an interview and skills assessment of the existing maintenance employees by the transition team to assess their current skills and qualifications.</p>	
12	<p>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>The letter will be attached in documents.</p> <p>United States Fire Insurance Company 305 Madison Avenue Morristown, NJ 07962 February 21, 2024</p> <p>RE: Vector Fleet Management LLC – Prequalification</p> <p>This is to advise you that the United States Fire Insurance Company has provided suretyship on behalf of Vector Fleet Management LLC. United States Fire Insurance Company is licensed in all fifty states, A (excellent) XIII rated by A.M. Best, and the U.S. Department of Treasury.</p> <p>The United States Fire Insurance Company currently provides a \$15,000,000.00 single project limit with a \$30,000,000.00 aggregate limit and \$12.50 is Vector's current bond rate. It is the intent of the United States Fire Insurance Company to provide the required performance bond in the amount of one-third of the full amount of the proposal, subject to acceptable contract terms by the parties, acceptable bond forms by us, as Surety, and consent of Vector Fleet Management LLC. It is understood that any arrangement for a performance and/or payment bond is a matter between Vector Fleet Management LLC and United States Fire Insurance Company, as Surety, and will be subject to United States Fire Insurance Company's standard underwriting conditions at the time of any performance and/or payment bond request. We value our relationship with Vector Fleet Management LLC and have the utmost confidence in their ability.</p> <p>If you have any questions or need any further assistance, please feel free to contact our office at (865-588-8101) and ask for the individual listed below. Thank you. United States Fire Insurance Company Tina Foster, Attorney-in-Fact</p>	*
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Between 15-30%, depending on business segment and contract type.</p>	*
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>N/A</p>	*
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<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>Vector Fleet Management (VFM) is best described as a service provider. VFM will provide your maintenance facility with all staffing needs. We provide a full management team, determined by your Scope of Work as well as professional determinations of needed staff. Typically, each shop team consists of the following; a Business Analyst, Administrative Services Staff, a Site Manager, as well as a full suite of technicians of variable specialties. We will also provide parts specialists, and any other specialty staff that may need to be considered to meet your needs.</p> <p>VFM brings over 35 years of automotive industry experience to your program, throughout these years we have determined the ideal methods to attract and retain the most talented technicians in the business.</p> <ul style="list-style-type: none"> <li>• Using an internally developed method we will calculate the number of employees needed based upon multiple factors such as; hours of operation, workload, number and type of vehicles/ equipment, as well as expected technician productivity.</li> <li>• VFM will interview all current contractor employees, as we recognize the importance of maintaining institutional knowledge of the Client Fleet. We will coordinate interviews based on the Client's recommendations</li> <li>• Analysis of local job markets, common wages, and technician skill levels</li> <li>• Observed implementation of similar labor models across all VFM sources.</li> </ul> <p>It is of utmost importance to us to move your fleet into our care as quickly and smoothly as possible. Where possible we will attempt to retain employees of the current provider, where that is not possible standard recruitment and employee supply methods are used. Every current employee retained must meet VFM standards for safety and employee capability to be considered eligible for future employment.</p> <p>VFM acquires and recruits technicians from multiple sources. We recruit them from Job Fairs, Colleges, Trade Schools, Veteran's Employment Services, and Top Technician Competitions across the Country</p>	*
17	<p>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.</p>	<p>VFM requires all our technical staff to hold ASE, Industry, or VFM certifications for the areas they service. We also require any 3rd party sub-contractors to verify the same level of qualification.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>No Suspension or Debarment</p>	*

**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	The majority of our locations are ASE Blue Seal Certified.
20	What percentage of your sales are to the governmental sector in the past three years	45%
21	What percentage of your sales are to the education sector in the past three years	5%
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?	FDOT, Ft Lauderdale, FL - \$903K City of Ft Lauderdale, FL- \$5.4M Hernando County, FL- \$1.4M Coconut Creek, FL- \$1.1M Deerfield Beach, FL- \$600K Broward County, FL- \$7.5M West Palm Beach, FL- \$91K Carrollton, TX- \$2.6M Addison County, TX- \$550K Big Spring, TX- \$904K Midland County, TX- \$1.2K Newberry County, SC- \$710K Covington, KY- \$750K Cincinnati, OH- \$7.1M Longview, TX- \$650K Greenwich, CT- \$775K Ector County, TX- \$1.5M Rowan County, NC- \$1.1M Washington, DC- \$8.2M Mount Pleasant, SC- \$2.9M
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?	None

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
City of Fort Lauderdale	Drew Newstrom	954-828-5710
Coconut Creek, Florida	Jessica Cannon	954-956-1540
Covington, Kentucky	Steve Hedger	859-292-2286



**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 *
Municipal	Government	Florida - FL	Garage Services and Staffing 51 employees Supporting 1,747 assets	Fixed monthly billing.	\$10.7M over past 2 years (started less than 3 years ago)
Municipal	Government	Washington - WA	Garage Services and Staffing 49 employees Supporting 1,653 assets	Fixed monthly billing.	\$8.2M per year (started less than 3 years ago)
Sheriff Office	Government	Florida - FL	Garage Services and Staffing 42 employees Supporting 3,279 assets	Variable time and material billing	\$21.2M over past 3 years
Municipal	Government	Texas - TX	Garage Services and parts management. 12 employees Supporting 413 assets	Fixed monthly billing.	\$3.9M over past 3 years
Municipal	Government	Texas - TX	Garage Services and parts management. 14 employees Supporting 617 assets	Fixed monthly billing.	\$5.4M over past 3 years

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell 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.	Vector Fleet Management (VFM) has a National Sales Director, and a full sales support team, available to support any entity interested in Vector Fleet Management services at any time.
27	Dealer network or other distribution methods.	VFM is an OE Service and Warranty provider for several manufacturers nationwide, and as such, has a comprehensive network of dealers to source from and work with at their fingertips. Our Dealer network offers you support ranging from Heavy Equipment, to OEMs, to Refuse suppliers all across the United States.
28	Service force.	VFM has a comprehensive service force, whether you need an in-house solution, over-the-road support, or warranty-level work completed, Vector can provide it. Using our unique methods of bespoke solutions made for each client, we can match, and meet, your every need, whenever, and wherever that might be.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	VFM provides orders in-house, using several different methods. Components are provided in-house, through dealers, OEMs, second-source suppliers, direct distribution, and many other suppliers. 95% of orders are typically filled within thirty minutes or less, and the remaining 5% of orders shall be filled within 24 hours.



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>A major concern in the contracting out of service delivery is the assurance of performance on the part of the contractor. VFM guarantees the quality of our work. We can offer this guarantee because of the importance of quality to our corporate efforts at every location we provide service.</p> <p>Quality Assurance will be an essential aspect of our maintenance and repair efforts. Our experience in service delivery has indicated that Quality Assurance must be more than a formalized system for sampling and inspecting work. Quality Assurance must be part of the work ethic at every level: Service Manager, Technicians, and Corporate Management.</p> <p>Our onsite Site Manager will be responsible for data collection and the implementation of our formal quality control program. The program will parallel the Performance Standards agreed upon with the Client. The Site Manager will be responsible for scheduling inspections of samples of completed and in-progress service work, documentation, and reports.</p> <p>a. Quality Improvement Process - VFM doesn't just correct a problem and move on but instead, we make sure the problem is resolved. VFM takes the necessary steps to ensure the situation will not occur again.</p> <p>b. Quality Control Program - User feedback is an important indicator of the quality of service. We will solicit feedback from Client personnel and vehicle and equipment users in four ways:</p> <ul style="list-style-type: none"> <li>• Weekly Meetings with the Contracting Officer: Our General Manager will meet regularly with the Client Contracting Officer. As stated, these reports include daily, monthly, and annual reporting. We propose that our Service Manager and the Contracting Officer meet regularly to discuss the reports we submit, to identify issues of interest to the Client, and to highlight areas where we can be more responsive to your needs.</li> <li>• User Meetings: We propose that each of the departments for which we maintain vehicles and equipment designate a departmental liaison. The individual will serve as the single departmental point of contact with VFM. In addition to being the individual who will receive notifications of Preventive Maintenance inspections and warranty work, this individual can furnish information on issues and concerns of the department's vehicle and equipment users. We will schedule meetings with the Client per the Client's requirements. We also recommend that the Contracting Officer appoint one of the liaisons as a chairperson for these meetings.</li> <li>• Feedback Cards: We also propose to begin furnishing a Feedback Card after the completion of each maintenance activity. The Feedback Card will allow each vehicle user the opportunity to provide feedback to VFM on the quality of our service delivery. Each unsatisfactory critique card will be responded to by the General Manager.</li> <li>• Customer Response Cards: VFM sends bounce-back cards to designated contract representatives and heads of department user groups at all our contract locations. The purpose of these cards is to allow our customers to provide positive/negative feedback and/or suggestions about our service performance. We examine every response closely and take appropriate measures to ensure that we continue to provide the highest degree of quality service.</li> </ul>
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	We can provide our services to any entity in the contiguous 48 states.
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	N/A
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Only provide services in the United States excluding Hawaii and Alaska.
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None applicable
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We are unable to provide services outside the contiguous 48 states.
36	Describe the scalability of your company's offering in relation to size, scope, locations, and services.	We have contracts ranging from 3 employees to over 100, with the ability to scale up as required. Our operations are flexible by design to support varying client and their growth plans.

37	Describe your process for incorporating additional service locations (whether owned, franchised, or third-party), including details around screening, selection, and retention.	We can incorporate 3rd party vendors as additional resources to support any contract we operate. The service providers are screened by our Procurement department, which includes verification of proper insurance as well as providing insurance certificates naming ourselves and any entity we provide services for as an additional insured.
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**Table 7: Marketing Plan**

Line Item	Question	Response *
38	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Overview of a marketing strategy that Vector Fleet will use to promote the Sourcwell contract.</p> <ol style="list-style-type: none"> <li>1. Research and Targeting: Vector Fleet Management would start by researching the Sourcwell contract opportunity, including the target audience, their needs, and any specific requirements. They would identify potential customers and create buyer personas to understand their preferences and pain points.</li> <li>2. Value Proposition: Vector would develop a compelling value proposition that highlights the benefits and advantages of choosing Vector Fleet Management for the Sourcwell contract. This could include expertise, cost savings, efficiency, innovation, or any other unique selling points.</li> <li>3. Marketing Materials: Vector Fleet would create marketing materials to effectively communicate their value proposition and key messages to potential customers. These materials could include brochures, case studies, testimonials, videos, website content, presentations, and social media campaigns.</li> <li>4. Online Presence: The company would optimize its online presence by creating a dedicated landing page highlighting the Sourcwell contract opportunity. This page would provide detailed information, contact forms, and capture leads.</li> <li>5. Direct Outreach: Vector Fleet also conducts direct outreach to target customers through email marketing, personalized proposals, and direct mailers. These outreach efforts would focus on building relationships and showcasing the company's capabilities for the contract.</li> <li>6. Trade Shows and Events: Participating in relevant trade shows and industry events can help Vector Fleet Management reach a wider audience, network with potential customers, and showcase their services. They could create booth displays, hand out promotional materials, and engage in face-to-face interactions with prospects.</li> <li>7. Public Relations: Generating public relations opportunities such as press releases or media coverage can enhance the company's visibility and credibility. They can highlight their expertise, successful contract execution, or any innovations related to fleet management.</li> <li>8. Partnership and Collaboration: Vector Fleet Management might explore partnerships or collaborations with other complementary businesses or organizations to expand their reach and offer comprehensive solutions for Sourcwell contract opportunities.</li> </ol> <p>Also, see the uploaded documents</p>
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>VFM utilizes technology and digital data to enhance our marketing effectiveness in several ways.</p> <p>First, we leverage social media platforms such as Facebook, Instagram, YouTube, LinkedIn, and Twitter to engage with our target audience. We regularly share industry news, updates, educational content, and success stories to showcase our expertise and build trust with potential customers. This allows us to stay connected with our existing clients and attract new ones by increasing our online visibility and brand awareness.</p> <p>Second, we harness the power of metadata usage to analyze customer behavior, preferences, and trends. By tracking and analyzing the digital data of our website visitors and social media followers, we gain valuable insights into their interests, demographics, and engagement patterns. This helps us tailor our marketing campaigns and deliver personalized content that resonates with our audience.</p> <p>Furthermore, we utilize digital advertising platforms such as Google Ads and social media advertising to target specific demographics and geographic locations. Through targeted ads, we can reach individuals who are actively searching for fleet management solutions or have shown interest in related topics. This approach allows us to optimize our marketing budget and improve the overall effectiveness of our campaigns.</p> <p>Overall, our use of technology and digital data enables us to reach the right audience, deliver personalized content, and analyze the effectiveness of our marketing efforts. By leveraging these resources, we continuously enhance our marketing tactics and drive better results for Vector Fleet Management.</p>

40	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	We expect Sourcwell to be a supportive partner in promoting our Garage Services program by giving VFM no greater or less importance than other awardees if it is a multiple-award contract. Further, at those trade shows where there is a Sourcwell-awarded contractor pavilion, we will want to be welcomed in the venue with the other Sourcwell awardees.	*
41	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Vector Fleet services are not available through an e-procurement system.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>VFM has designed our own In-House Technician, Parts, and Management Training program, Vector Technical Institute (VTI). At VFM, we have very high standards for training and ongoing education. Every technician is held accountable to dedicate a minimum of 3% of all hours worked to continuing education. We support major training standards like ASE and EVT. We offer robust reimbursement programs, and student assistance for all Technicians that continue to move their careers forward while being part of our brand.</p> <p>Our Vector Technical Institute (VTI) training program was developed to provide the skills and vehicle-specific knowledge that a technician needs to be successful at each level of his/her career. VFM's technical training includes hands-on practicums and supervised on-the-job experience. Not only do our curricula ensure that technicians have the skills needed to perform their daily tasks, but they also prepare them for the next step in their careers.</p> <p>Our training is distributed among in-house training programs that focus on VFM maintenance systems and procedures, manufacturers' (OEMs) training programs for specific vehicle systems and equipment, and building toward ASE accreditation.</p> <p>Our program includes maintenance, diagnostics, and repair of equipment, as well as chemical and physical safety programs. Using a combination of in-house training, OEM and supplier/vendor training, and outside training centers, VFM will provide the training specifically needed to maintain the Client's fleet.</p> <p>VFM has forged close relationships with many OEMs such as Freightliner, Komatsu, Michelin, and Cummins. As part of that relationship, the OEMs provide trainers to deliver troubleshooting, maintenance, and repair instructions on their products to VFM's technicians. This training prepares our technicians to do routine maintenance and repairs on their equipment in addition to performing warranty work. It also provides our technicians the opportunity to speak to the experts and benefit from their inside knowledge.</p> <p>We make our technical training available to all our contracted clients at no charge.</p> <p>For all of our technicians the learning and teamwork take place every day in the shop with the support of coworkers, and mentoring by supervisors, lead technicians, and maintenance managers that is the real VFM advantage. This is the point at which customer service and technical expertise converge to achieve VFM's dedication to excellence.</p> <p>Vector Fleet Management Certified Technician Program VFM is now maintaining an online certified technician program (CTI training database). Our program includes maintenance, diagnostics, and repair of equipment, as well as chemical and physical safety programs.</p> <p>The Vector Fleet Certified Technician Program – Base Level has 18 courses (25+ hours of training). Current Technicians will have 12 months to complete all courses. New technicians will have 6 months to complete all courses.</p> <p>The online Training Program covers the core systems of:</p> <ul style="list-style-type: none"> <li>• Air Conditioning Basics</li> <li>• Air Conditioning Diagnostics</li> <li>• Drivability</li> <li>• Engine Performance</li> <li>• Starting and Charging Diagnostics</li> <li>• Lift Safety</li> <li>• Oils and Fluids</li> <li>• Alignment Geometry</li> <li>• Preventive Maintenance Servicing</li> <li>• Automotive Cooling System</li> </ul>

- ABS & Stability Control Systems
- Drivetrains
- Electrical Systems
- Fuel Systems

After the courses are complete, and verified by the corporate administrator, the technician will be awarded a certificate of completion, special compensation, and a certified technician patch for their VFM uniform. After this point, additional Advanced Level Training courses can be assigned for potential additional compensation. The Advanced levels will include Light Duty and Med/Heavy Duty Certification.

The Advanced Levels include

Light Duty

- Advanced Chrysler Diagnostics
- A/C Best Recommended Practices
- Future Power - Advanced Technologies in Batteries, Starting & Charging Systems
- Advanced Scan Tool Testing Strategies
- Beyond Pattern Failures
- 609 Certification Training
- Fuel System Diagnostic Starting Point
- Focus of Ford
- EVAP Diagnostics
- Enhanced Stability Systems
- Practical TPMS Service
- Diagnostic Strategies: Air Induction
- In-Vehicle Battery/Starter/ Alternator Diagnostics
- Diagnostic Strategies: Fuel Delivery
- Diagnostic Strategies: Ignition & Misfires
- Steering Clear of Undercar Misdiagnosis

Med/Heavy Duty

- Diesel Exhaust After-treatment
- The Mystery of Diesel Fuel Injectors
- Diesel No Start Diagnostics
- Lubrication & Filtration Technologies
- Testing and Diagnosing Turbo Charging Systems
- Electronic Communication & Diagnostics for Diesel Trucks
- In-Vehicle Battery/Starter/Alternator Diagnostics
- Diesel Tips & Tricks
- Controller Area Networks
- 609 Certification Training
- Cummins Generations
- Parasitic Current Draw
- Testing Electrical Circuits & Meter Usage
- Sprinter Diesel Diagnostic Update
- Sprinter Diesel Diagnostics

After the entire team has completed the Base Level Vector Certified Training program, the shop will receive a shop certification package. \*

Parts Management

- Automotive Cooling Systems
- Lead-Acid Batteries
- Starter Motors – Introduction
- Electronic Throttle Controls – Introduction
- Shock Absorber Introduction
- Lubricating Oils Introduction
- Drive Train Basics
- P2 - Automobile Parts Specialist Test
- G1 - Auto Maintenance and Light Repair
- LBT-172 Ford and Chrysler EVAP
- MAF and the Modern Tech
- O2 Sensors: Wide vs. Narrow Band
- Fundamentals of TPMS
- Controller Area Networks
- Future Power: Advanced Technologies in Batteries, Starting & Charging Systems
- Servicing Telematic Systems
- LBT-352 Bosch Start/Stop Technology Overview
- LBT-366 Turbocharger Diagnosis & Service
- LBT-379 Service Writing for Diesel Shops
- Brakes Introduction Theory
- Automotive Braking Systems Part 1 – Introduction
- Automotive Braking Systems Part 3 - Disc Brakes
- Engine Oil Change

Hybrid & Battery Electric Certification Program

Hybrid and Battery Electric Vehicles and Equipment are here. At Vector Fleet Management, we are at the forefront of the technology revolution. While less expensive to maintain than

their internal combustion counterparts, these new assets still have required routine maintenance and repair items which must be addressed.

Depending on if the unit is a Hybrid or Battery Electric, they could include:

- Multi-point inspections
- Starter battery
- Wiper blades
- Tires
- Cabin air filter
- Lights
- Steering & Suspension components
- Alignment
- Battery cooling system and fluids
- HVAC system service and repair
- Brakes (fluid, pads, rotors, and calipers)
- EV Battery or module replacement

Working with our original equipment manufacturers, we have developed a new certification pathway for our employees, the Vector Certified Hybrid & Battery Electric Technician. This program covers all aspects of the technology, the proper maintenance procedures, and advanced diagnostics.

The Hybrid & Battery Electric course curriculum includes:

In addition to our staff training, our shop certification process includes specialized safety equipment as well as new required tooling to perform services to your Hybrid/BEV assets. These include:

- EV Repair Safety Cabinet
- Insulated rescue hook
- Steel toe dielectric safety boots
- ANSI/ASTM D120 Class E gloves, with goatskin protectors
- Vehicle safety hats for the top of the unit:
  - Green Hat - Discharged Approach with Caution GAT-SH-1
  - Orange Hat- Discharging Do Not Touch GAT-SH-2
  - Red Hat - DANGER High Voltage Do Not Touch GAT-SH-3
- Safety cones
- Safety signs (Warning Electric vehicle repair in progress & Danger high voltage Battery)
- Category III/1,000 volt rated OHM & Insulation meters
- 80-piece insulated Tool Kit (1,000 volt rated)

With Vector Fleet Management, you can be assured your Hybrid and battery-electric vehicles and equipment will be maintained as required by the manufacturers.

Job Safety Compliance

It is the responsibility of VFM to comply with all Federal, State, or local laws affecting job safety. VFM will provide our employees with the following training related to job safety:

- Lockout/Tag-out
- Personal Protection Equipment
- Bloodborne Pathogens
- Spill Prevention
- Safety Awareness
- Right to Know
- Hazardous Communication

Additionally, we offer our employees a performance-based safety incentive program, and all employees are weighted heavily on their safety performance. Safety is a Core Value at VFM. We will bring you an unyielding commitment to the workplace and employee safety, which is implemented throughout our entire company.

- VFM is an active member of the National Safety Council (NSC)
- We embrace OSHA's Voluntary Protection Program principles
- We possess a deep knowledge of all OSHA & MSHA regulations
- We will implement all of our safety awareness best practices, including daily reporting, and continuing education for our technicians
- VFM participates in the IS Network vendor rating program with an "A" rating

VFM will ensure all personnel conform to all industry, OSHA, and Client safety guidelines and standards for safety. We will meet or exceed all OSHA regulations. Our employees are our most important asset and we consider their safety to be the ultimate factor in the performance of the contract operations. We will comply with all provisions of the Occupational Safety and Health Act as enforced by the U.S. Department of Labor and will require all of our employees to comply with the law and all regulatory directives affecting job safety.

In the event of any personal injury, either on the job or off duty, the Client's designated representative will be immediately notified. If a Client-owned vehicle or equipment item is involved in the accident, a complete report will be given to the Client's Risk Management department within 24 hours of the accident.

43 Describe any technological advances that your proposed products or services offer.

VFM has developed an in-house Battery Electric and Hybrid technology program.

\*



44	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	VFM is a distributor of the full line, of NEVI compliant, SimplyFuel Solutions EV Chargers. We offer the Level 1-Slow AC, Level 2-Fast AC, DC Fast Charger, and the Ultra Rapid DC Charger for installation at Government Sites. Due to these Chargers being NEVI Certified, they meet the standards required to be compatible with FHWA and USDOT "Buy America" Requirements. VFM also offers a full training program to their technicians on EV and PHEV vehicles to reinforce the importance of the adoption of this technology.	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None applicable	*
46	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While VFM does not qualify for any of the certifications addressed in this section because we are a large unrestricted business for most of the business categories that we pursue, VFM does subcontract to or purchase from numerous suppliers that are small businesses that are certified in various minority or disadvantaged categories. Specifically, in the prior 12 months, VFM's work has been subcontracted to the following: <ul style="list-style-type: none"> <li>• Small Business - \$244,311.48</li> <li>• Small Disadvantaged Business (SDB) - \$327,863.48</li> <li>• Woman-Owned Small Business (WOSB) - \$ 76,058.34</li> <li>• Veteran-Owned Small Business (VOSB) - \$ 18,233.29</li> <li>• HUBZone - \$0.00</li> <li>• Service-Disabled Veteran-Owned Small Business (SDVOSB) - \$0.00</li> <li>• 8a Certified Small Business - \$0.00</li> </ul>	*
47	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	The VFM business model differs from that of our competitors which allows us to be more flexible and align with our customers' interests. As a privately held company for over 35 years, we have developed 6 distinct business segments that can be utilized by our clients in varying ways to support their operations. This also means we have segment experts available to all clients. <ul style="list-style-type: none"> <li>• Our negotiated national pricing structures have been established at or below most all government contract levels, which ensures an overall lower operating cost for our clients.</li> <li>• As a privately held company we are not beholden to any network of products or distributors, thereby allowing our clients to maintain any product specifics they have developed over time, without sacrificing cost or availability.</li> <li>• Our FMIS capabilities allow us to work directly in a client's system, which eliminates the redundancy of a second system but more importantly provides clients with real-time access to all VFM costs and creates complete transparency in the transaction process. We currently operate AssetWorks, FASTER, Trimble, Infor, Collective Data, and several other in-house designed systems. We have a dedicated Information Technology department which can facilitate establishing our use of any clients' software. Should a client require our use of a separate FMIS, we can also facilitate that process and provide read-only access to any required stakeholders</li> </ul>	*
48	Describe technology and software applications used for record keeping and reporting; additionally, identify the ability to integrate with participating entity technology or software applications, as applicable.	The ability to generate and share reports is key to managing your fleet and measuring the quality, cost, and productivity results. VFM utilizes a fleet maintenance management system which enables us to leverage our experience in servicing vehicles, developing optimal preventive maintenance schedules, and managing and distributing large inventories. VFM will own, install, implement, and maintain all hardware and software necessary to operate our transferable fleet maintenance management system.  VFM utilizes TMT Fleet Maintenance developed by TMW Systems of Durham, NC. TMT is a sophisticated maintenance management system designed to integrate seamlessly into many accounting systems.  Features include vehicle history reporting, preventive maintenance scheduling, and integrated customer billing. VFM uses industry-standard coding to track work performed on the customer's fleet. VFM can provide reports to the customer as desired. Upon consideration, VFM's management system supports customization modules and additional ad hoc reporting capabilities. VFM uses our fleet maintenance management system to schedule, track, and monitor all PM and repair activity. With its electronic database, our technicians can see the PM and repair history of each vehicle at the time of service, which enables us to spot recurring or related problems.  In addition to organizing and prioritizing fleet maintenance and repairs, the system records data on every technician, repair, and PM to monitor quality and timeliness. VFM uses the data it collects in many ways to maintain productivity levels, identify training areas for individuals, and evaluate tooling levels.  Each VFM Service Repair Order (SRO) recaps the following information: <ul style="list-style-type: none"> <li>• Vehicle number</li> </ul>	

- All labor costs
- All parts used for the repair
- Any warranty claim that was filed
- Complete description of the work performed

VFM maintains both hard copy and electronic records on fleet maintenance and repairs. The system also maintains the following data and information:

- Work orders
- Assets and equipment
- Technician productivity and performance
- Inspection of assets and equipment
- Issue of stock or parts inventory
- Vendors and suppliers
- Fleet assets
- Preventive maintenance scheduling

All electronic data stored in our fleet maintenance management system will be owned by the Client and made available to the Client Fleet Manager at any time during the contract. Online read-only access to our fleet maintenance management system will be provided to the Client's Contract Manager and other designated personnel.

The fleet maintenance management software and hardware are not proprietary to VFM. At the end of or termination of the contract, all of the VFM's software and the Client data shall be, at the option of the Client, one hundred percent (100%) transferable to the Client for continued use and become the property of the Client. Any one-time transferable costs and any ongoing costs will be the responsibility of the Client. If the Client chooses not to transfer the use of the FMIS, Vector Fleet shall provide all of the Client-owned data on an electronic disk and offer reasonable assistance to the Client in uploading this data to a new FMIS.

On the following pages we have included the following for your review:

- A high-level view of our FMIS system component structure
- Detailed definition of available reports
- Several sample screenshots of available reports

Our FMIS will, at the very minimum, deliver on the specifications provided as directed by the Client to include:

- a. Work orders and status
- b. Labor and parts costs
- c. Parts usage and inventory
- d. Individual vehicle operating histories, e.g., mileage, run hours, etc.
- e. An individual vehicle maintenance history, e.g., PMs accomplished vs. scheduled, repairs completed, etc.
- f. Warranty work completed and warranty recovery records

VFM's FMIS can manage all activities via automated work orders. Work orders shall capture and record, at a minimum, the information described below:

- a. All work orders will possess a unique work order number
- b. Each work order must include a valid unit identification number and license number
- c. Each work order must have an odometer (or hour meter) reading
- d. Each work order must have a maintenance type code (e.g., 1 – schedule, 2 – non-scheduled, 3 – road call, 4 – PM)
- e. Each work order covering outside services must have an outside vendor identification code
- f. Each Preventive Maintenance activity must have a PM code (A, C)
- g. Each work order must have an opened date/time
- h. Each work order must have a closed date/time
- i. Each work order must have a work cause code (e.g., 1-normal wear, 2 – PM, 3 – Abuse, etc.)
- j. Each work order must have a minimum of 50 characters of work description
- k. Technician name or identifier
- l. Each work order must have a labor hours breakdown
- m. Each work order must have part(s), number(s), quantity, and cost
- n. Each work order must have a Department/Cost Center identifier
- o. Example: PM Due Report (Customer Report sent weekly via e-mail)

Vector Fleet Management will track:

- PM Compliance
- Unit Availability
- Tech Productivity
- Avoidable Costs
- Scheduled vs. Nonscheduled
- Other KPI's

Please find below report definitions for reports we believe are instrumental in managing a fleet of your size and diversity.

**Unit Cost of Ownership Report:** The report is based on years in service rather than calendar years. Lines in the "Cumulative" cost columns represent one year in the report. Lines add together annual costs up to and including the specific year and continue incrementing one line per year up to the current year. Each line item in the "Actual" cost columns only displays costs for a single year.

**Unit Downtime Analysis Reports:** The Unit Downtime Analysis report provides a way to

capture a unit's downtime and time out of service. The report tracks when a unit is out for repair. You can review how long the unit is out of service. The cost of each repair is also listed along with the total number of work orders for each unit. You can make a report-specific chart of a unit's history and isolate continuing problems. The report can be run in a detailed format. This report lists each repair order and out-of-service time and downtime are calculated for each repair order. It can run in a summary format with just the total out-of-service and downtime displayed.

Note: Downtime is calculated from the Open Date to the Completed Date, by time stamp.  
 Unit Component Cost Report: The Component Cost Report gives the Cost per Utilization, Labor Cost, Part Cost, Services Cost, and Total Cost for each component worked on during the selected date range. The percentage of the total for each component code is also listed. The report also has a Detail Report option. If selected the report shows charges by component code listed for each unit. If the Detail option is not selected, the report will run in summary mode with the total cost for each component code.

Unit Parts Usage Listing: This report allows you to identify every part used for a repair on a particular unit. It provides a detailed accounting of parts charged to units. The report will show part consumption, RO number, date, shop ID, quality, and costs. The units listed on the report are based on the selection criteria given to each part and charged to a unit during a specific date range. To narrow the search criteria, a component code, part ID, or minimum cost can be entered on the additional tab.

Unit PM Due Report: This report provides a way to view a list of PMs currently due. This report uses the PM percentage set up in the vehicle profile to determine if a unit PM is due or a PM percentage entered on the report. It also uses any work shift listed on the shift-tab of the unit master file. The report can be grouped by unit ID, shop ID, cost center, department, division, activity, or unit type. The report can be run for all PM types, dependent, independent, or a specific PM component code. The PM can be sorted by unit ID, percentage, or due level.

Unit Reason for Repair Analysis: This report provides a breakdown of shop costs and vendor costs by reason for repair. The report can be grouped by unit ID, shop ID, cost center, department, division, activity, and unit type. If the report is not grouped by unit ID, the report can be run in detail or summary. The report will allow you to review all repairs performed and the reason for the repairs. It also shows the amount of money spent on repairs. Labor hour vendor cost, service cost, and part cost are listed separately, totaled, and listed by RO.

#### Report Name

Customer Cost Summary Reports Description: The Customer Cost Summary Report provides unit repair information by the customer. Maintenance cost is displayed from the customer's perspective. For each customer, the data can be grouped by unit ID, shop ID, cost center, department, division, activity, and unit type. The report reflects utilization type, cost per utilization, maintenance repair, management decision, outside influence, total maintenance, tire cost, and total cost. Total meter, period utilization, repair orders, and utilization per RO. You may print or preview this report.

Customer Unit Component Cost Summary Report: The Unit Component Cost Report provides an analysis of customer unit costs by cost center. This report is an invaluable tool for an at-a-glance analysis of the total cost per unit utilization by cost center. The report can be created for the primary utilization base or a specific meter type. The report can be sorted by cost center, labor cost, part cost, services cost, or total cost. You may graph the data, and print or preview the report.

Customer Unit Life Cycle Report: The Customer Unit Life Cycle Report provides a lifecycle report of customer unit costs. The repair cost will be based on the invoices generated for the unit. The unit will be reported by the customer assigned to the unit on the unit master.

Vendor Purchases Report: The Vendor Purchase Report provides a way to view all vendor purchases and vendor repair orders entered into the system. The report is based on the vendor selection criteria. Vendors with multiple repairs are listed separately. The report can be sorted by vendor ID, vendor name and either repair orders, Purchase Orders or both may be selected. Vendor RO/Repair Order dollars will not appear in the vendor total on the report when the report is run for order type = both. This prevents dollars from being doubled for that vendor for vendor ROs as the PO and RO total will be the same. The dollars will still be included in the report total.

#### Reporting

The following minimum requirements for reporting and record-keeping will be in effect for the term of the contract. Proposers are asked to submit, as part of their proposals to Client, any additional reporting methodologies they would recommend enacting in the best interest of Client and the management of the Client's fleet.

#### Records

- Provider Records - Upon prior notice by Client, VFM will provide authorized Client representative's access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, time cards, and memoranda, and will provide to Client cost verification for work.
- Files and Procedures - VFM will maintain onsite, either electronically, in hard copy, etc., a complete file of service manuals, parts manuals, service bulletins, lubrication charts, and other information needed to properly service and repair the fleet. These records become the property of the Client at contract termination or conclusion. VFM will provide initial and updated FMIS training for Client employees requiring access. VFM will maintain and update this FMIS connection for the Client as required for the duration of the Agreement, as directed by the Client. All records become the property of the Client at



contract termination or conclusion.

- Vehicle and Repair Order History - A hard copy vehicle history folder will be maintained on-site by VFM for all maintenance and repair work done, including all contracted/commercial work. This folder will contain, by repair order number, all repair orders generated for the fleet. In addition, a folder will be kept for each vehicle and piece of equipment in the fleet which will contain hard copy documentation of the vehicle's make, model, year and serial number, warranty information, and invoice information. Some users may require, and the Provider must provide them with a copy of repair orders for their vehicles at the time that maintenance or repair work is completed.

These records will be maintained on-site for one year after the vehicle is disposed of to conform to Federal DOT regulations.

- FMIS Requirements - VFM will utilize our FMIS system to establish and maintain an electronic record-keeping and reporting system for all services being provided. This will include records of all maintenance, repair, and servicing activities performed on each vehicle.

a. Weekly Report - VFM will generate a report summarizing the previous week's activities for delivery to the Client before noon each Friday. The exact content and format of the report will be determined by the Client but will include the current week's scheduled activities such as:

- Vehicles scheduled for PM service
- Vehicles scheduled for repair or other service
- A listing of vehicles not delivered for a scheduled PM or other services (the listing will include the assignee's name if known, and the department)
- Warranty/Recall status (as required)
- A summary of suspected blatant user abuse
- A summary of vehicles remaining out of service
- A summary of new vehicle preparation activities
- Number of completed work orders
- Summary of vehicles not repaired pending authorization to repair from Client
- Fleet availability report.

b. Monthly Report - VFM will submit a monthly report to the Client on or before the 10th calendar day of the month following the reporting period. The report will summarize the month's work within the parameters defined by the daily report. In addition, the monthly report will include performance according to Performance Standards. A monthly safety report will also be submitted.

c.

- Failure/attainment in each performance area is subject to reward/liquidated damages for that month and cumulative damages for that contract year.
- Discovery or indication of abuse by the vehicle user over normal wear and tear.
- Number of shop orders.
- Number of service calls.
- Number of vehicle PMs scheduled/completed.
- Downtime by category and in total.
- Cumulative records of sub-contracted work.
- Total labor hours expended.
- Total parts cost.
- Problem/accident summary
- Total costs, by vehicle and department so that the entire vehicle cost may be billed by the Client Accounting department back to the department that owns the unit.
- Brief notes of relevant issues per VFM's manager on site

c. Quarterly Report - VFM will provide a consolidated quarterly management report to be delivered to the Client on or before the 10th of each month. The report shall include, but not be limited to:

- Failure/attainment in each performance area is subject to reward/liquidated damages for that month and cumulative damages for that contract year.
- Costs for accidents and other items not included in contract costs.
- Discovery or indication of abuse by the vehicle user over normal wear and tear.
- Downtime in total
- Problem/Accident Summary
- Non-Contractual Summary Report

d. Quarterly Performance Report - VFM will submit to the Client a written quarterly performance report that summarizes the quarter's activity in the format agreed upon by VFM and the Client. The quarterly performance report shall include quarterly data for those categories presented in the monthly reports, as well as any additional performance information VFM believes should be included.

Vector Fleet Management's Customer Reports Application offers a way for our customers to view fleet maintenance reports at their convenience. This is a web-based application that can be accessed anytime and anywhere.

		<p>Once logged in, each customer will see a list of reports related to their fleet maintenance operation. Clicking on the report will open the search criteria selection. Some examples include:</p> <ul style="list-style-type: none"> <li>• Maintenance Cost per Mile</li> <li>• Maintenance Cost per Unit</li> <li>• Customer Cost Summary Report</li> <li>• Open Repair Orders</li> <li>• PMs Due</li> <li>• Reason for Repair</li> <li>• Repair Order Detail</li> <li>• Unit Down Time Analysis</li> <li>• Unit Inventory</li> </ul> <p>Annual Performance and Reports                  On the first anniversary of the effective date (no less than 60 days of each contract year of the Agreement and every other anniversary date thereafter, VFM will submit to the Client a written annual report that summarizes the year's activity in the format agreed upon by VFM and the Client. VFM will provide a statement indicating the solvency of the provider as part of the annual report. This may take the form of a standard-issued certified corporate report or certified statement of VFM's financial condition.</p>
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**Table 9: Performance Standards or Guarantees**

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

Line Item	Question	Response *
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<p>49</p>	<p>Describe any performance standards or guarantees that apply to your services</p>	<p>VFM performs above the contractual performance standards of all our clients. VFM realizes the client is interested in the following performance standards to maintain a highly effective and efficient fleet maintenance and management program:</p> <ul style="list-style-type: none"> <li>• Car and light truck availability.</li> <li>• Sheriff, EMS, Fire, and other essential vehicle availability.</li> <li>• Medium and Heavy Construction equipment.</li> <li>• Preventative Maintenance (PM) scheduling and completion performance.</li> <li>• Unscheduled repair performance.</li> <li>• Parts availability.</li> <li>• Quality of work (rework).</li> <li>• Road call performance; 24 hours a day, 7 days a week.</li> <li>• Customer Service Satisfaction Goals</li> </ul> <p>VFM proposes the following Daily Fleet Availability Standards:</p> <ul style="list-style-type: none"> <li>• Sheriff, EMS, Fire, and other essential vehicles - 97%</li> <li style="padding-left: 20px;">Light and Medium Duty Passenger vehicles—95%</li> <li>• Refuse Trucks, Medium and Heavy Equipment availability (dump trucks, loaders, graders, compactors)—93%</li> <li>• Trailers, mowers, and light and heavy-duty accessories—93%</li> </ul> <p>VFM proposes the following PM scheduling and completion performance:</p> <ul style="list-style-type: none"> <li>• VFM will achieve a PM compliance rate of 90% and 100% statutory inspection schedules. Vehicles will be considered late if they do not receive inspection before either the calendar due date or before they exceed intervals. PM no-shows will be excluded from the performance standard calculation.</li> </ul> <p>VFM proposes the following unscheduled repair performance:</p> <ul style="list-style-type: none"> <li>• Unscheduled repairs completed within 24 hours of unit delivery-70%</li> <li>• Unscheduled repairs completed within 3 days of unit delivery-90%</li> </ul> <p>VFM proposes the following Parts availability Standard: Parts Availability for In-stock parts - within 4 hours 98%:</p> <p>Parts Availability for Non-stock parts - within 48 hours 98%:</p> <ul style="list-style-type: none"> <li>• VFM will ensure parts availability for the client's assets</li> <li>• VFM will source 90% of parts and supplies from the local area of the client and Vendors</li> <li>• VFM will provide our best, good-faith efforts to utilize local DBE for our parts/fluid suppliers</li> </ul> <p>VFM proposes the following Quality of Work Standard:</p> <ul style="list-style-type: none"> <li>• VFM will not exceed 2% incidents of rework in any single month (measured by number of repair tasks and not number of repair work orders.) Reworks will not be charged to the client.</li> </ul>
<p>50</p>	<p>Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)</p>	<p>Each client will see a list of reports related to their fleet maintenance operation. Clicking on the report will open the search criteria selection. Some examples include:</p> <ul style="list-style-type: none"> <li>• Maintenance Cost per Mile</li> <li>• Maintenance Cost per Unit</li> <li>• Customer Cost Summary Report</li> <li>• Open Repair Orders</li> <li>• PMs Due</li> <li>• Reason for Repair</li> <li>• Repair Order Detail</li> <li>• Unit Down Time Analysis</li> <li>• Unit Inventory</li> </ul> <p>All Materials, parts, and workmanship furnished by VFM will be of high quality and free from defects and imperfections. They will also meet all OEM standards and specifications. Notwithstanding these requirements, VFM will track and identify multiple repairs for the same deficiency in the same vehicle (rework) and shall not bill the client for any rework that occurs within the following periods:</p> <ul style="list-style-type: none"> <li>• Engine overhaul – 12 months or 12,000 miles</li> <li>• Brake overhaul – 12 months or 6,000 miles</li> <li>• Tune-up – 12 months or 6,000 miles</li> <li>• General Repair (excluding electronic components) 12 months or 6,000 miles</li> </ul>

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

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods.	VFM payment terms are net 30 days. VFM can accept these payment methods: ACH, P-Card, and Checks.
52	Describe any leasing or financing options available for use by educational or governmental entities.	VFM does not have financing options
53	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	VFM will invoice the Client on the first day of each month in two parts: 1/12th the annual target price for the current month's target services, and a separate invoice delineating additional reimbursable items (including directed work, approved accident repairs, and other approved non-target work, emergencies) which were incurred by VFM in the previous month. Invoices shall be paid completely by the Client within 15 working days of receipt of the invoice. Invoicing cannot be connected electronically to the Client's current Accounting, Maintenance, or Inventory system, however, flat files can be provided each month. At the end of the Contract year, the Client will pay VFM the appropriate balance of the annual operating target amount, less savings based on a cost incentive formula.
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, VFM can process a purchase card transaction, but the transaction cost to process a purchase card is significant and because its cost is not considered in our service fee pricing, the purchase card transaction fee would need to be added to the invoiced amount.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
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55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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>VFM charges a firm fixed price for our service consisting of the labor and non-labor resources to staff and operate the Vendor garage operations in our customers' maintenance facilities, so each customer receives a customized cost quote based on the customer's resource requirements and asset information. The firm fixed price includes the cost of VFM's resources to operate the garage facility plus our overhead expenses, Sourcewell administrative fee, and profit.</p> <p>Further, VFM provides all repair parts, tires, fluids, shop supplies, and third-party services at our landed cost plus a 15% mark-up to their cost. Landed cost consists of VFM's invoiced cost from our suppliers plus applicable taxes, fees, tariffs, duties, and shipping charges. During contract negotiation, VFM provides customers with a firm fixed price for our service for every contract year so that customers understand exactly how much our service will cost and therefore, they can budget accordingly. Both labor and non-labor costs are escalated annually to reflect the expected rate of wage and price inflation. The only circumstances where the firm's fixed price will change is if the customer's operational requirements and therefore their resource requirements change such as the customer adding another shift needing parts storeroom staffing, the customer opening another fleet maintenance facility that needs a staffed parts storeroom, etc.</p> <p>The labor cost component of our firm fixed price consists of hourly wages, health insurance benefits including medical, dental, and vision plans for the employee and their family, annual paid leave which increases with longevity, paid time off for holidays observed by the customer, life insurance, and a matched 401(k) retirement plan. In addition to the employee compensation and benefits, VFM's labor cost includes Social Security, Medicare, taxes, and unemployment insurance. During contract negotiation,</p> <p>VFM provides our customers with the fully burdened regular time and overtime hourly wage rates for each job classification included in VFM's proposed operation plan. Overtime hours are not factored into the firm fixed price so when overtime is directed by our customers, VFM includes the cost of those overtime hours worked in our monthly invoice as a separate line item.</p> <p>The non-labor cost component of our firm fixed price consists of one-time startup costs and annual recurring costs. The one-time startup costs include the purchase of items such as vehicles, computers, printers, barcode scanners, tablets, video monitor status boards, software licenses, software integration, material handling equipment, forklifts, and transition staff expenses. These one-time startup costs are equally amortized over the contract term, so their impact is not disproportionate in any one contract year. Annually recurring non-labor costs such as software license maintenance, vehicle maintenance, fuel, insurance, office supplies, inventory carrying cost, uniforms, landline phone service, internet service, and cell phone service. Any non-labor resource provided by our customer, such as allowing VFM to use customer landline phone service, reduces VFM's firm fixed price.</p>	
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	N/A	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>VFM has a procurement team that can facilitate any open-sourced items across the U.S. We work with our clients on the required details and research as requested.</p> <p>Parts and Supplies: VFM cost plus 15.0%</p> <p>Directed Work and Outside Services: VFM cost plus 15.0%</p>	*

59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	VFM has no additional costs to clients in our proposal	*
60	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	VFM does not charge for freight of products to service clients unless the client requests an expedited delivery option. These charges are passed to the client at VFM cost.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	VFM does not have any freight, shipping, or delivery terms for these locations	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	VFM does not have any distribution, delivery methods, or options within our services.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	d. other than what the Proposer typically offers (please describe).	<ul style="list-style-type: none"> <li>• Labor: Firm-fixed pricing</li> <li>• Overhead: Firm-fixed pricing</li> <li>• Parts and Supplies: VFM cost plus 15.0%</li> <li>• Directed Work and Outside Services: VFM cost plus 15.0%</li> <li>• At month end a detailed operating statement will be provided to client for verification of cost.</li> </ul> <p>There is no additional cost associated with our pricing for clients. This pricing is applicable to client operations requiring a minimum of 5 onsite staff personnel, with no maximum on personnel required. We will work with each client prior to contract execution to determine the proper staffing levels based on their assets and operational requirements.</p>

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our customer billing and remittance to Sourcewell will be managed and generated by the respective Finance Department Supervisor for the contract. This routine month-end process is audited by our Accounting Department which ensures that the billing and remittance is proper. Quarterly we internal audit all client financials, which will extend to Sourcewell reporting.
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	While each client contract would vary, the following represent the areas we would review with the clients each month to ensure their satisfaction and our performance success: <ul style="list-style-type: none"> <li>• Failure/attainment in each performance area is subject to reward/liquidated damages for that month and cumulative damages for that contract year.</li> <li>• Number of shop orders.</li> <li>• Number of service calls.</li> <li>• Number of vehicle PMs scheduled/completed.</li> <li>• Downtime by category and in total.</li> <li>• Cumulative records of sub-contracted work.</li> <li>• Total labor hours expended.</li> <li>• Total parts cost.</li> <li>• Problem/accident summary</li> </ul>
66	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	VFM proposes a 1.5% administrative fee based on the approved Target annual services provided to each client. This would be calculated quarterly and processed to Sourcewell. We feel this is a fair and equitable amount based on the variability of these types of contracts.

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

Line Item	Question	Response *
67	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Our objective is to form a long-term partnership with Clients. We accomplish this goal by implementing fleet management and maintenance of best fleet practices and by focusing on the following priorities:</p> <ul style="list-style-type: none"> <li>• Establishing open lines of communication with the Client's fleet users</li> <li>• Properly equip and utilize a centrally located fleet maintenance facility</li> <li>• Ensure the Client's vehicles and equipment remain safe, and function effectively</li> <li>• Reduce overall fleet maintenance cost and extend life cycles</li> <li>• Fully staff fleet maintenance operations with qualified personnel</li> <li>• Improve vehicle and equipment availability for all departments</li> <li>• Expanded staffing and/or service hours for improved customer service</li> <li>• Increase overall fleet operating efficiencies, including a reduction in capital expenditures</li> <li>• Maximize vehicle availability and minimize the incidents of equipment breakdowns.</li> <li>• Initialization of a program for life cycle/cost analysis for targeting deficient vehicles</li> <li>• Improve the quality of data and availability of fleet information</li> <li>• Compliance with and positive commitment to perform the services detailed in the RFP &amp; Scope of Services</li> </ul> <p><b>Facilities</b> Maintenance will be performed at the Client's location. The Client will lease the facility for \$1.00 per year. The property will remain the Client's. VFM shall be responsible for interior housekeeping of the shop areas and storage areas. All shop and office areas should be kept in a neat and organized fashion.</p> <p><b>Preventive Maintenance</b> The purpose of Preventive Maintenance (PM) is to maximize a vehicle's availability and longevity. VFM's preventive maintenance program is designed to achieve a level of performance that eliminates the requirement for unscheduled preventive maintenance on vehicles. By adhering to prescribed schedules and performing an extensive inspection at every PM, unscheduled maintenance will not be necessary</p>

during the period between scheduled PMs.

Any successful fleet maintenance program must be built around a rigorous PM schedule. PM inspections are critical to any quality fleet maintenance program.

VFM's well-executed PM program has several key elements:

- Scheduling - PM activities should interfere minimally with the operator's normal required work schedule. Therefore, vehicle and equipment PMs should be scheduled at times mutually agreed upon by VFM and the Client. VFM has developed and will provide an automated PM schedule to the Client with sufficient lead-time that the Client can give ten (10) working day notice to the vehicle user. PM schedule notification, referencing both the department and unit number, will be provided in writing to the designated Department representative. VFM will be responsible for all contact with departments regarding vehicle PM scheduling. The Client, the designated Department representatives, and the vehicle and equipment operators will be responsible for keeping scheduled appointments for preventive maintenance.
- Notification - has started at this point. We will notify individuals and Department heads of the next month's schedule via a formal letter and, if available, we will email each person/office to remind them of the appointment.
- Reporting - Each week VFM will prepare a report for the Client containing a list of "PM No Shows" and any other pertinent information related to PMs. Periodically, we will also provide a report outlining statistical analysis, findings, and recommendations to enhance the overall maintenance of the fleet. We will notify the senior management of the application using the agency whenever a vehicle is not delivered for service after a second notification. It is VFM policy to note the no-shows and should the vehicles develop a problem that results in a repair to correct the cause can be traced to the missed scheduled servicing.
- Performance will start after all coordination is done and appointments are set. We will use our checklists to perform all necessary inspections and determine if key items are within tolerances or need to be replaced because of age or nearing the end of their useful life. VFM will perform the most appropriate Preventive Maintenance service when vehicles and equipment are in the shop for other reasons.

During the Preventive Maintenance service/inspection any vehicle system and or component that does not function as designed, does not meet Original Equipment Manufacturer (O.E.M.) specifications, or meets state or federal requirements will be identified and repaired as specified by the Department Contract Manager. Additionally, VFM will perform or coordinate all state and federally-mandated safety, emission, recall, or other inspections that are due when the vehicle/equipment is at the repair facility unless otherwise specified by the Client.

As part of our Preventive maintenance process, we utilize OEM information to review any Technical Service Bulletins (TSB) that may apply to the unit. These services are taken care of during the PM time frame or are coordinated directly with OEM dealers for factory-required services.

VFM's well-executed PM program should achieve the following:

- Minimize breakdown maintenance (towing)
- Reduce capital costs
- Reduce excessive repairs and major component repair
- Reduce operator inconvenience
- Most importantly ensure the safe operation of the Client's entire fleet

Preventive Maintenance Work Flow:

VFM has a great deal of experience as a maintenance provider in the Automotive, Medium/Light Duty Truck, Heavy Duty Truck, and equipment markets. We have an executive team composed entirely of former technicians, and individuals who are currently ASE Certified technicians. Commensurate with that experience comes attention to detail, and never forgetting what it was like to operate within a shop daily.

With these shared experiences VFM is intimately familiar with the workflow layout that will increase productivity, improve reliability, and guarantee customer satisfaction.

The following outlines our Maintenance Process for servicing the Client fleet users.

A. Vehicle Selection for Services:

- The Site Manager will make decisions for needed services based on reports received at the beginning of the workday.
- Once the Site Manager has looked over the reports from FMIS software, he



will schedule the work based upon his findings in the report.

- The site manager will then communicate to the responsible party, that there is a need for maintenance on certain unit numbers.
- Once the vehicle is brought onto the lot, it is taken by its daily driver to the check-in area.

B. Vehicle Check-In Protocol:

- The assigned driver for the vehicle requested in the FMIS report will bring their vehicle into the VFM check-in area of the maintenance facility.
- The driver will disclose any known issues with the vehicle or additional services he/she may be seeking, in addition to the original request for Preventive Maintenance.
- A diagnostic questionnaire is completed by the driver which will minimize technician discovery time.
- A VFM employee will then fill out the necessary paperwork for the vehicle and create a Repair Order for the vehicle.

C. Repair Order Creation:

- Repair orders will capture the 3 Cs of fleet maintenance, Compliant, Cause and Correction. The Client's end user will notify VFM of the issues or Complaints of a vehicle or equipment. VFM will record the cause of such complaint, or repair, and the corrective action taken to bring the vehicle or equipment into availability status.
- If the work order is AFTER HOURS, the customer that is dropping the vehicle off will include all pertinent information on the vehicle such as mileage, plate, vehicle description, and a reason for service. He will take this information along with the keys to the vehicle and drop it in the overnight box.
- Once a technician has been assigned the Repair Order, he will go pick the vehicle up and bring it into the work area for the start of the maintenance process.

Maintenance Method:

When the vehicle has been brought into the service bay the Technician will begin to work through the PM Checklist.

- a) Lighting System (including light bars and auxiliary lighting)
- b) Steering System (Undercar)
- c) Starting/Charging System
- d) Hydraulics
- e) Auxiliary systems
- f) Brake Linings
- g) Grease Fittings
- h) Coolant, Power Steering Fluid, Transmission and Wiper Fluids
- i) Serpentine Belt and Cooling Hoses
- j) Wipers
- k) Tires are checked for signs of wear
- l) Safety Check
- m) Emissions System Check

If no other needed repairs are found at that time, outside of the Preventive Maintenance RO assigned at the start, the vehicle will then have all necessary paperwork completed and it will be returned to the lot.

However, if an additional need for work is found the Repair Order will still be closed on the PM order, and a new RO for the repairs at hand will be issued. If the recommended repair exceeds a predetermined dollar value, that vehicle will be referred to the Fleet Manager for approval before advancing.

PM services are routinely audited by our management staff as part of our Vector Fleet Quality Assurance program. Each technician will receive a minimum of 12 PM Audits per year.

Quick Fix PM Program

Quick Fix activities will be assigned to dedicated bays within the maintenance shop.

PMs will not be conducted as a Quick Fix function. "Quick Lube" type oil changes only can be accommodated but is not a recommended practice as it is normally done during a scheduled PM cycle. If there is a systemic problem with unusual oil consumption or loss between scheduled PM servicing the vehicle needs to be diagnosed by our technicians to determine the source of the loss and repairs completed as soon as possible. We may jump-start a dead battery to get it attached to a tow vehicle or moved to a road shoulder. All other failures will be towed to the facility unless a complete fix can be done at the site where the vehicle is stranded.

Scheduled and Unscheduled Repairs

VFM understands that as budgets become more and more constrained, every vehicle becomes more critical for the Client to perform its mission of providing services. We understand that excessive downtime for service is not acceptable. Scheduled repairs will be started on the day scheduled, and unscheduled repairs will be started based on how urgent the repair is and how critical the need is.

Repairs Due to accident, abuse, and vandalism

Damage to Assets resulting from, but not limited to, uncontrollable events or conditions, such as severe weather, damages due to collision, or vandalism that warrant repair of the Asset and which are not due to normal wear and tear and which are beyond the control of the VFM to prevent and for which the VFM is not responsible for or required to protect against, and which have not been caused by VFM's employees.

Mobile Service

VFM will perform mobile service calls as well as coordinate with Client vendors, and emergency road service for Clients, during our shifts. For equipment that cannot be brought into the maintenance facility, we will coordinate with Client vendors to provide mobile service 24/7 days a week for emergency road service.

VFM will be responsible for dispatching the proper repair vehicle within 20 minutes of notification of the service call.

Outside Repairs

VFM shall be responsible for arranging and managing the conduct of outside repairs that cannot be performed in-house; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing in-house repairs. These outside repairs may include bodywork and painting, glass replacement, transmission sealing and repair, and other work that can be utilized at minimum cost to the city. The city and VFM, to ensure that the outside repair versus in-house repair decision remains justified, shall periodically and informally review the plan.

VFM shall be responsible for requiring that all approved subcontractors have the same liability coverage.

Tire Service

VFM will have a dedicated Tire Technician on-site for the Client. The Tire Technician will be trained and dedicated to maintenance, repair, changing, and managing the tire service for the Client. This includes services for Quick Fix Repair, PM, repairs, and all other scheduled and non-scheduled services where tire service is needed and or requested. The Tire Technician will also work alongside a supervisor to help track and maintain the Tire warranty claims for the Client.

Along with dedicated tire services, VFM will ensure proper disposal/recycling of used tires.

Towing

VFM will have persons on call to expeditiously handle vehicle breakdowns. VFM will tow any Client-owned or leased vehicle requiring this service, regardless of whether or not the cause is an authorized repair or another incident. The cost of any Client vehicle that is being towed to or towed from one of the Client's service centers or to a subcontractor will be invoiced separately to the Client by VFM at contracted rates.

Welding and Fabrication

Welding and fabrication related to vehicle repairs will be an integral part of the service provided by VFM. Examples of this work include repairing refuse vehicles, backhoe/ loader buckets, etc. VFM will provide American Welding Society (AWS) certified welders to complete work on steel and aluminum. Additionally, VFM is willing to provide welding services in the non-targeted category. We agree that the Client reserves the right to inspect and test the quality of VFM's welding services at any time.

New Vehicle Preparation

VFM will prepare all newly acquired vehicles/or service equipment.

Preparation shall include:

- inspections
- services as required

		<ul style="list-style-type: none"> <li>• cleaning</li> <li>• proofing /stripes</li> <li>• fabrication and installation of special equipment and hardware</li> <li>• coordination of radio installation</li> <li>• transfer of serviceable special equipment from the old unit</li> <li>• coordination/cost of radio/light installation</li> </ul> <p>New equipment shall be the financial responsibility of the Client. VFM may procure new equipment on behalf of the Client as requested. Equipment will be prepared as listed above and delivered to user departments within five (5) working days after receipt of DMV tags and registration. VFM will work with the Client's Fleet Manager for this process.</p> <p>Vehicle Disposal Processing</p> <p>Vehicles to be sold by the Client shall be prepared for disposal by VFM. Preparation will include the removal of tags, decals special equipment, and other paperwork. VFM will adhere to the Client's asset disposal policies and regulations when a vehicle is sold. VFM will not cannibalize parts from vehicles taken out of service for sale nor cannibalize parts from Client vehicles for use on other vehicles without prior written consent from the Client or designee.</p> <p>VFM has numerous auction services relationships to support the Client. This includes the following:</p> <ul style="list-style-type: none"> <li>• GovDeals</li> <li>• Bidera</li> <li>• Manheim</li> <li>• GovPlanet</li> </ul>
68	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Other Related Services are:</p> <p>Vehicle Acquisition and Replacement Planning VFM understands that the Client may purchase or lease new vehicles through different sources. VFM can support and advise the Client on all purchase/lease decisions based on our immense volume of fleet management data, from municipal and Client fleets across the country.</p> <p>If the Client chooses to lease vehicles, VFM is a maintenance partner with Enterprise Fleet Management. As such, we can document all services on Enterprise Lease Vehicles through the Enterprise FMIS called Auto Integrate.</p> <p>We can perform the maintenance and documentation required for straight vehicle leasing or full-service maintenance leases. This will enable the Client to:</p> <ul style="list-style-type: none"> <li>• Have all Lease vehicles maintained in-house by VFM</li> <li>• VFM can manage any lease vehicles that have a service contract with an outside vendor</li> </ul> <p>The Client will be able to fulfill all maintenance contract requirements of your lease fleet, in-house</p> <ul style="list-style-type: none"> <li>• VFM can service PM, Repairs, Quick Fixes, Tires, and accident claims all through a Lease Fleet Management Portal</li> <li>• Saving Time, Money, and valuable Client assets by having VFM service your Lease Fleet</li> </ul> <p>Our relationship with Enterprise allows VFM to maintain, repair, and enter the needed data in the Enterprise system. This will save the Client from sending these vehicles to an outside vendor and keep this maintenance in-house.</p> <p>Coupled with the lifecycle cost data from our own FMIS, Enterprise Auto Integrate, and our over three decades of dedicated fleet maintenance, will ensure the Client will maximize the benefit of the Enterprise Fleet Leasing Program.</p> <p>Purchases</p> <p>VFM shall assist the Client in preparing purchase specifications for additional or replacement vehicles and service equipment as needed. In addition, VFM shall assist the Client with inspections and assessments of used vehicles and equipment under consideration for purchase or lease.</p> <p>VFM shall identify and nominate for the Client's purchase, other equipment that will reduce the cost of maintenance and/or improve the quality of vehicular services.</p> <p>Directed Work</p> <p>The Client may direct VFM to perform additional tasks related to the proper management and upkeep of the fleet. If additional tasks are required, VFM will receive a written task order detailing the tasks to perform. VFM will submit a</p>

proposal to perform the specified tasks on a Targeted price basis that itemizes the direct labor, parts, sub-contracted services, and materials. The Client will accept or reject the proposal. If accepted, VFM will perform such assignments following an agreed schedule.

#### Investigations

Upon request, VFM will support the Client with technical advice in any fleet related investigation. Such fleet related investigations include accidents, fire, technical issues, etc.

#### Waste

VFM will maintain records on all hazardous chemicals and other hazardous waste. The records will contain the materials' origin, use, transportation, and ultimate distribution and disposal. All disposals will be in accordance with current Client and Federal laws and EPA regulations. VFM will provide training and management for employees working with and handling hazardous material, in accordance with laws and EPA regulations. VFM will hold the Client free of liability for all actions of VFM relating to waste disposal.

#### CONTROL AND DISPOSAL OF SOLID WASTE AND CHEMICAL AND SANITARY WASTE – CONTAMINANT PREVENTION PLAN

Upon contract award and post workplace hazard analysis, Safety Data Sheets (SDS's) will be provided to the Code of Federal Regulation (COR) as well as kept on site. Nonhazardous waste disposal contractors will be identified and reported to the COR.

Nonhazardous waste and debris disposal sites and hauling services will be identified and communicated to the COR for specific sites. Reports will be made available per contract requirements of waste generated, diverted, and disposed of. The 3R (Reduce, Reuse, and Recycle) method will be considered when planning waste management strategies in an effort to decrease the impact of un-reclaimed waste on landfills, and decreasing the environmental carbon footprint of overall maintenance activities.

Combustible and noncombustible rubbish and debris resulting from maintenance activities will be collected and placed in designated containers on a daily basis to be transported to the landfill and/or disposed of in a manner that complies with Federal, State and Local requirements.

1. Dust will be kept to a minimum. Sprinkle or treatment with dust suppressants for dry hand sweeping will be employed to minimize dust in the atmosphere of the work environment. Dry power brooms will not be used, instead vacuuming, wet mopping, wet sweeping, or wet power brooming will be utilized.
2. Chemical toilets will only be used where sewage cannot be disposed of through existing sanitary sewage systems. Temporary toilets will be emptied and sanitized periodically, in accordance with applicable regulations.
3. Chemical waste will be stored in non-corrosive containers and disposed of regularly. Maximum protection will be offered while conducting maintenance on equipment and motor vehicles to guard against spills and evaporation of fuel and lubricants. In the event of a hazardous material spill large enough to violate Federal, State or local regulations, the COR will be notified immediately
4. VFM will adhere to its comprehensive hazard communication program. The program includes the following (more details are found in our Safety and Health Plan):
  - a) Listing known hazardous materials in the work place.
  - b) Acquiring Safety Data Sheets (SDS) on every hazardous chemical known to be present on the site. These SDS sheets will be available for review by all employees.
  - c) Labels or other identification system will be used to identify hazardous materials.
  - d) On the job training and instruction plus other more formal training providing specific information about potential hazardous chemicals will be given to all employees nearby or to those personnel using the chemicals.
  - e) We will place garbage in approved containers and move it to an approved disposal area or were directed by the COR.

5. Fuel, oil, or petroleum storage tanks will be surrounded with a temporary impervious berm of sufficient size and strength to contain the contents of the tanks and precipitation in the event of leakage or spillage. Inadvertent spilling of oils, gas, solvents and other chemicals will be kept to a minimum and cleaned up or absorbed with appropriate materials immediately.

#### Oil Analysis

VFM is prepared to provide on-site analysis should the Client require the service.

We have provided onsite oil analysis programs over the years. In some cases, the Clients benefitted by extended fluid change intervals. Nearly all our clients utilize an offsite fluid analysis program in which we test each unit as part of its annual inspection. We find the heavy-duty diesel equipment is where this program is most beneficial. We also have established a national off-site program for this fluid analysis. The cost for oil analysis will be passed through to the Client.

#### Parts and Inventory Management

VFM has been managing and maintaining a wide range and diverse fleet of vehicles & equipment parts and supplies for over 35 years.

#### Required Parts:

- VFM will furnish all necessary parts, tires, materials, and supplies necessary for the operation and maintenance of all vehicles and equipment maintained, owned or operated by the Client.
- VFM will manage all necessary aspects of product supply, from product selection, to product placement, inventory management, replenishment, and all subjects to include the day-to-day operation of the parts facility will be handled by VFM.
- All new vehicle and equipment manufacturer recommended preventative maintenance and regular repair maintenance parts will be stocked by VFM
- VFM will use parts inventory min/max list at all times, and will be reviewed monthly to keep current stock
- VFM will take a more proactive approach in building out an inventory based on current fleet deployment, availability, parts purchasing velocity, and usage modeling based off of prior years (if this information is made available by the Client). In taking this approach, and being PROACTIVE on restocking and using backfilling methods from a trustworthy, and nationwide family of suppliers we will be able to minimize downtime, and cut out the lack of supply you may be currently experiencing
- Overnight/Next Day and expedited shipping will be used when needed to assure parts are present and to keep downtime to a minimum
- Any part that is ordered three (3) or more times in a three-month period, or is considered a special-order part will be stocked and min/max inventory levels applied
- VFM shall stock any requested parts by the Client's Fleet Manager
- Weekly/Monthly/Quarterly/Annual parts reporting will be presented to the Client

#### Examples of Parts Operation Reports:

- o Labor with no parts report
- o Parts with no labor reports
- o Tracking High Moving parts
- o Tracking obsolete parts
- o Tracking parts with long leads time
- o Tracking parts in and out of stock from OEM's
- o Parts used per vehicle/equipment
- o Parts Cost
- o Warranty Tracking
- o Recall per component/part
- o Fluid use
- o Tire tracking-Both wear and tear and accident/incident damage
- o Tracking avoidable parts cost
- o Tracking top 10 moving parts

Prior to the beginning of the contract, the Client or the incumbent contractor and VFM will conduct a complete physical inventory of all shop assets at the conclusion of which VFM will assume responsibility for the security and accountability of the assets.

We will review the availability and departmental usage of parts to determine optimal levels of inventory for the Client fleet. VFM will stock and reorder parts based on their frequency of use and the delivery/shipping times and backorder status of critical parts. We will maintain an inventory level that will enable us to perform PMs and routine repairs on a timely basis.

Our fleet maintenance management system logs parts usage by work order. VFM will utilize the parts management system in TMT which will be capable of generating a complete inventory by part number/cost and track the usage history for each part placed in inventory. VFM will make adjustments based upon seasonal demands. We will base these adjustments from our fleet MIS usage report. VFM has the ability to develop custom reports, which could also be made available to the Client.

Throughout the contract, VFM and the Client will coordinate impending vehicle and equipment retirements in order to dispose of parts that are unique to the equipment prior to its removal from the fleet.

At the end of contract, the Client shall purchase at cost all of the "demand-supported" repair parts and supplies in inventory.

#### Procuring, Stocking and Disbursing Parts

VFM will furnish all parts, tires and supplies necessary to maintain and repair the vehicles and equipment in the Client fleet represented by the provided Vehicle Listing. Parts will be OEM and/or meet OEM specifications for aftermarket parts. We will obtain the Client's approval for new product lines before they are introduced into the parts supply. Parts installed on vehicles and equipment's are identified by part number and cost on the maintenance work order.

VFM will track, submit for and recover all applicable parts warranties from both OEM and aftermarket suppliers. This information and associated alerts will be entered into the FMIS system.

#### Purchase of Start-Up Inventory from the Current Provider

If there is remaining inventory from the previous contract, VFM shall work with current contractor on possible inventory which can be purchased to help the transition process. VFM reserves the right to purchase no inventory from current vendor.

#### Quality of Parts

VFM will provide parts that are OEM or OEM equivalent or quality aftermarket replacement from a reliable supplier. In cases where aftermarket parts exceed original manufacturer specifications, VFM will opt to provide the preferred parts. Lubricants, oils and other chemicals used on Client vehicles and equipment will meet American Petroleum Institute specifications for the particular application. Any chemical additive will be suggested to the Client for approval before it is used in a fleet asset. In all cases, the sourcing of High-Quality parts drives sourcing decisions.

VFM understands rebuilt/remanufactured parts must conform to the manufacturer's reconditioning tolerances and only when advised by the Client for use.

VFM possesses the experience to drive a high-value Parts Management program, taking full advantage of OEM relationships. Our experience provides vetted proven suppliers for Light, Medium and Heavy-Duty parts. We require our core vendors to provide 24-hour online ordering capability.

#### Warranty Parts

VFM will track, submit for and recover all applicable parts warranties from both OEM and aftermarket suppliers. This information and associated alerts will be entered into the FMIS system.

- Weekly Warranty Report

VFM will submit a weekly report to the Client that fully describes the parts eligible and supplied, by line item and with costs assigned under the warranty provisions of this RFP.

- Technical Service Bulletins

VFM will track, monitor and respond to all TSBs for the Client's fleet and address to these notifications immediately and through the direction of the OEM.

- Recall

VFM will track, monitor and respond to all vehicle/parts Recalls for the Client's fleet and address to these notifications immediately and through the direction of the OEM Bulk Fluids

VFM will provide Bulk Fluid Carts for the Client's Shop Facility. These bulk fluid carts have the ability to store and dispense multiple fluid types, oil weights and grades. Portable for around the shop, safe, sealed and tip resistant, these carts are the perfect solution for distribution of fluids and ultimately increase technician productivity, thereby reducing Client's fleet downtime.

#### Maintenance of Targeted and Non-targeted Vehicles

VFM acknowledges the definitions of services which constitute non-Target repairs, modifications, prep for service, additional equipment not listed on the inventory, accidents and other services as may be directed by the Client.

#### Maintenance and Preparation of Confiscated Vehicles to Convert into Fleet Vehicles

Upon request, VFM will assess confiscated vehicles under consideration for use by

the Client. The work required to bring a confiscated vehicle up to safe and appropriate operating condition before being placed into the fleet will be considered non-Targeted work. Once in the fleet, all future work will be considered Targeted budget work. In addition, if requested, VFM will assist the Client in preparing confiscated vehicles not selected for use by the Client for disposal.

#### In-house Warranty Repair

All materials, parts, and workmanship furnished by VFM will be of high quality and free from defects and imperfections, and meet all OEM standards and specifications. Further, VFM will pass through reimbursements to the Client for any manufacturer warranty coverage due.

- OEM Warranty Administration

VFM has over 6 years of experience administering OEM warranties for both Ford and Stellantis. This includes capturing all repairs within both companies' online portals and coordinating reimbursements for our clients. VFM can assist the Client in setting up these warranty programs.

- Weekly Warranty/Recall Report:

VFM will submit a weekly report to the Client that fully describes the parts eligible and supplied, by line item and with costs assigned under the warranty provisions of this RFP

#### Quality Check Subcontractor Work and Repairs for Approve Parts, Accuracy, and Safety

VFM participates in 2 different subcontractor performance programs. The first subcontractor performance program is initiated by the OEM Vendor in forms of weekly/quarterly/annual customer service forms. These tend to be our larger subcontractors who we also have a National Representative and his or her 1-over manager attending to our account. For example; Goodyear Tire Commercial Account.

Local subcontractor's quality assurance works in much the same way with our quality survey. VFM also tracks each and every subcontractor's individual performance at every VFM/Client service location with our VFM Evaluation for Vendors. (VEV). Each of our VEV's are shared with our clients at request or during each meeting as required.

We have 2 forms of Vector Evaluation for Subcontractors:

- Parts/materials and outside maintenance subcontractors.
- Roadside Assistance and Towing subcontractors.

Both Vendor Evaluations are formatted the same to keep consistency at all of our locations. Each Vendor Evaluation is performed on a monthly, quarterly and annual basis. The results are shared with each subcontractor and action plans are implemented if their average score falls below a 3 overall. Depending on vendor type and product, VFM will cut ties with a low performing subcontractor when:

They fail to improve on action plans.

They consistently score below a 3 for a set period of time.

If a vendor does not score above a 3 within the first 90 days of service.

Client is not satisfied with the product/service or performance of said vendor

#### Relationships with Major Suppliers and OEM

VFM purchasing department has an extensive relationship with major suppliers and OEM's. VFM also established regional and local relationships with suppliers for each specific contract. Using our strong national agreements, we involve the local businesses for each client contract we are servicing. This does include developing local relationships with Disadvantaged Business Enterprises in fulfillment of our contract, when required.

VFM will always add vendors for each of our clients as their fleet needs require.

1-800-Radiator  
Advance Auto Parts  
Air Gas  
AllDATA  
American Tire Distributors  
Atlantic Emergency Solutions  
Autocar Trucks  
AutoZone Auto Parts  
Baldwin Filters  
Carrier-Transcold  
CAT  
Cintas  
Chrysler (FSA)  
Cummins  
Cummins QuickServe  
Diesel Laptops  
DPF Xpress  
Donaldson Filters  
ECCO Lighting  
Enterprise Fleet Leasing  
Fastenal  
FleetPride Huntsville, AL  
FleetPride Decatur, AL  
Freightliner

#### Quality Assurance Plan

##### Fleet Availability

VFM will stress the importance of having as many Client vehicles as possible operational at all time since vehicles down prevent Client's mission accomplishment." We will promote vehicle availability by:

- Scheduling repair work and preventive maintenance when a vehicle is not normally required to be in service.
- Employing only highly skilled and trained technicians.
- Providing our technicians with the latest in diagnostic technology and training to facilitate accurate "first-look" diagnosis of any problems so that they may be corrected in the shortest possible time
- Ensuring that all necessary parts are ordered and available before the vehicle is removed from service for repairs.
- Anticipating component replacement needs by examining repair history and replacing any such components when the vehicle is in the shop for scheduled work to avoid random breakdowns.
- Ensuring that shop equipment is available and operational through periodic preventive maintenance and inspections.
- Tracking vehicle downtime on every repair order so that fleet downtime can be tracked on formal reports.
- Applying the same repair schedule completion requirements to our subcontractors as for work done in-house.

##### PM Program Compliance

An extensive preventive maintenance program customized to the Client's fleet



specifications and administrator requests for the highest vehicle security and accessibility, improve customer service, and decrease vehicle operating costs.

#### Maintenance and Repair Performance

At VFM, we are acutely aware that all repairs must be performed promptly so that vehicles can be returned to service in the shortest possible time. VFM will strive to place vehicles back in service without the need for any disruptive return visits. This means accurate diagnosis and repair of the problem the first time which can only be achieved by applying quality workmanship.

When our personnel, through regular work review, quality control surveillance, or customer compliant discover non-compliant will document that work on the appropriate Inspection Checklist and report it to our General Manager who is the designated on-site Quality Control Manager.

If a discrepancy requires further corrective action or identifies a need for a change in procedures, the General Manager will coordinate with the appropriate shop supervisor or work leader to correct the discrepancy as required, increase the inspection frequency as needed, and develop and recommend any required changes to procedures.

The following approach will be used to correct the work:

- Correct discrepancy on the spot, if possible
- Initiate corrective action
- Assign a suspense date for correction, and forward a report to the Director of Operations for Follow up.
- Report outstanding discrepancies to the Director of Operations and V.P. of Operations every week.

Work discovered by the Client personnel as non-compliant will be corrected. To prevent recurrence of discrepancies, non-compliant work is evaluated by the General Manager to determine if it should be incorporated into that functional area's self-inspection criteria or included on an existing Quality Control Checklist. The General Manager will also conduct trend analysis of non-compliant items to prevent development into more significant problems.

#### Vehicle Safety and Reliability

We recognize that vehicle safety and reliability are the foremost responsibility of any fleet owner. These are even more critical issues for a maintenance contractor since our actions can directly impact the safe and effective operation of your fleet as well as the well-being of all Department employees. VFM will establish the following operating procedures:

- Whenever a vehicle is in the shop for service (excluding PM services), our technicians will perform a complete Safety Inspection.
- Whenever a vehicle receives a safety-related repair or adjustment, our technicians will perform a road test to ensure that the repairs/ adjustment have corrected the problem.
- We will utilize experienced and trained technicians in the performance of all vehicle inspections and repairs. As required, certain repairs and inspections (such as aerial lifts) will be accomplished by duly licensed and certified individuals.
- We will maintain current records on every manufacturer's recall, technical service bulletins, and safety bulletins to ensure that all affected vehicles are corrected to meet the manufacturer's standards.
- Any user notice/complaints regarding safety items will be grounds for removing the vehicle from service so that immediate repairs can be affected. Such safety-related repairs will receive top priority.

#### Recall Compliance

We will maintain current records on every manufacturer's recall, technical service bulletins, and safety bulletins to ensure that all affected vehicles are corrected to the manufacturer's standards.

#### Vehicle Repairs-Quality Control

Repairs to vehicles and equipment shall be accomplished to meet safety and serviceability standards:

- Effective scheduling through the FMIS will assure vehicles and equipment will meet safety and serviceability standards.
- VFM has standard PM, service and safety decals that are applied to each

		vehicle and equipment to indicate date of inspection/repair performed as well as a due date for next service <ul style="list-style-type: none"> <li>• Calendar scheduling within FMIS with alerts set assure timely service and safety standards</li> <li>• Each vehicle and equipment serviced has their own customized inspection sheet. PM, Repair, service, washing, etc.</li> <li>• Each inspection sheet is signed off by the Site Manager or Lead Tech</li> </ul>
69	Describe available options for customization of the equipment and products offered in your proposal and any related order processes.	VFM offers both vehicle upfitting and vehicle decommissioning as part of our overall client program. These would be included in any contract at the client's request.
70	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	VFM can provide asset refurbishing services with our onsite technical staff. This could be included as directed work at any time by the client.
71	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable Federal and state requirements.	All tooling and specifications offered by Vector Fleet Management LLC will meet the most recently updated requirements by US worker safety laws, or US Emissions Standards. For Example, EV Charging Stations offered by VFM LLC are all NEVI Compliant, which is the newest, and highest, standard available, to be compliant with FHWA and USDOT Requirements. All Tools and Equipment offered, will at a minimum meet OSHA regulations, but in most cases will meet or exceed those standards, by meeting MSHA standards. Additional standards met or exceeded for tools and equipment are ISO and ANSI standards. Vehicle and Equipment products sold by VFM, meet or exceed OEM standards for production, or are indeed the manufacturer's original production component, or fluid specification.
72	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	VFM does not provide services in Canada

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

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

Line Item	Category or Type	Offered *	Comments
73	Preventative maintenance Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	As explained in question 67, VFM provides Preventive Maintenance Services and Parts Management programs.
74	Car Wash and Detailing Services	<input type="radio"/> Yes <input checked="" type="radio"/> No	We can provide Line Items 74 and 76 as part of our overall garage services contract but not independently
75	Towing dispatch and Impound Lot Management with related Auction Services	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
76	Shop fluid disposal and recycling services	<input type="radio"/> Yes <input checked="" type="radio"/> No	We can provide Line Items 74 and 76 as part of our overall garage services contract but not independently

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

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

Line Item	Category or Type	Offered *	Comments
77	Parts, supplies, and accessories complementary or incidental to the services described in Line Items 73 - 76 in Table 14B above	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
78	Services, software, maintenance, and support complementary or incidental to the offering of the solutions described in Line Items 73 - 76 in Table 14B above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A

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

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

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
  - [Pricing](#) - Pricing.pdf - Tuesday February 27, 2024 14:34:48
  - [Financial Strength and Stability](#) - Financial Bond Letter.pdf - Monday February 26, 2024 12:19:44
  - [Marketing Plan/Samples](#) - Who Is Vector2023.pdf - Tuesday February 27, 2024 08:40:38
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information (optional)
  - Standard Transaction Document Samples (optional)
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Sourcewell Proposal Garage and Fleet Services RFP#031224.pdf - Monday March 04, 2024 12:36:49

## 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. - Aubrey Felton, Executive Vice President, Vector Fleet Management, LLC

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

Yes  No

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

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

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