



Solicitation Number: RFP #031224

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rynse Inc., 2442 7th St., Santa Monica, CA 90405 (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

Rynse Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/9/2024 | 10:51 AM CDT

DocuSigned by:
Roland Lau
0D7286A05D0B4D6...
By: _____
Roland Lau
Title: President
Date: 5/9/2024 | 8:41 AM PDT

RFP 031224 - Garage and Fleet Services

Vendor Details

Company Name: Rynse Inc.
Address: 2442 7th St
Unit B
Santa Monica, California 90405
Contact: Roland Lau
Email: roland@gorynse.com
Phone: 818-987-1464
Fax: 833-467-9673
HST#: 85-2438169

Submission Details

Created On: Tuesday January 23, 2024 11:36:06
Submitted On: Monday March 11, 2024 19:42:27
Submitted By: Roland Lau
Email: roland@gorynse.com
Transaction #: a3417e83-9fe9-4851-9226-0f0905393396
Submitter's IP Address: 172.117.243.251

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")	Rynse Inc.
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.	Rynse
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 9GFL0 Unique Entity ID: JFCUS9BNMHN1
5	Proposer Physical Address:	2442 7th St, Santa Monica, CA 90405
6	Proposer website address (or addresses):	www.gorynse.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):	Roland Lau President 2442 7th St, Santa Monica, CA 90405 roland@gorynse.com 818-987-1464
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Roland Lau President 2442 7th St, Santa Monica, CA 90405 roland@gorynse.com 818-987-1464
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Susanna Candino Vice-President 2442 7th St, Santa Monica, CA 90405 susanna@gorynse.com 973-223-2153

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>Our company was founded on the principles of innovation, efficiency, and a deep understanding of the evolving needs for fleets everywhere. Rynse offers access to nationwide car wash and detailing services in addition to innovative software that provides tailored billing, vehicle spend data transparency, and wash service flexibility for all vehicles. We have grown from a vision to a leader in innovating the fleet-related services industry. Over the years, we have consistently adapted to emerging technologies and market dynamics, positioning ourselves as a reliable and forward-thinking partner for our clients.</p> <p>Core Values - Innovation: We are committed to continuous innovation, leveraging cutting-edge technology to provide our clients with state-of-the-art solutions that redefine the landscape of fleet wash and detail services.</p> <p>Integrity: Integrity forms the cornerstone of our operations. We prioritize transparency,</p>

honesty, and ethical conduct in all our interactions, building trust with our clients, partners, and stakeholders.

Customer-Centricity: Our customers are at the heart of everything we do. We are dedicated to understanding their ongoing workflows, exceeding expectations, and delivering tailored solutions that address their unique fleet management challenges.

Flexibility: We recognize the ever-changing nature of managing fleet service spend and that every fleet operates a little differently. Our commitment to flexibility allows us to adapt swiftly to new trends, regulations, and customer requirements, ensuring our solutions remain at the forefront of the market.

Business Philosophy -

Our business philosophy revolves around providing comprehensive, user-friendly solutions that empower organizations to access, track, and pay for car wash and detailing services. We believe in fostering long-term partnerships, where our success is intricately linked with the success of our clients. By staying true to our core values and consistently delivering value, we aim to be the go-to partner for any organization seeking advanced fleet wash and detail solutions.

With years of industry experience, our journey has been marked by a keen understanding of the critical role that preventative fleet maintenance, including regular car washes, plays in the longevity and optimal performance of a fleet. We know that municipalities must agree that fleet washing is important because their budgets for fleet care and related services reflect that. Traditional car washing solutions have yet to uncover a lot of untapped budgeted funds for municipalities. Some of the largest reasons for this that we've heard is that there has not been enough convenient locations available and there has not been a comprehensive solution across all vehicles needing fleet care.

Industry Longevity of Rynse Related Services -

Car washing is not just about aesthetics; it's a fundamental aspect of preventative fleet maintenance. As long as there have been cars, there have been services to clean them; however, currently we are a part of innovation like never before for fleet cleaning. Over the years, fleet managers have internalized the profound impact that regular and thorough cleaning has on the overall health and value of vehicles and assets and therefore the necessity of car wash programs. Car washes contribute significantly to preventing corrosion, maintaining the brand reputation of an organization, and safeguarding the vital components of each vehicle. By prioritizing the cleanliness of fleet vehicles, we contribute to their longevity and sustained operational efficiency (in addition to keeping the vehicles looking good for brand reputation).

This commitment to the longevity of fleet operations goes beyond fleet wash services and also extends into all areas of preventative maintenance services performed by independent vendors. We firmly believe in the power of preventative fleet maintenance as a whole and plan to eventually provide service for these other areas as well with all the same Rynse benefits for car washing.

This approach involves regular inspections, timely repairs, and proactive measures to address potential issues before they escalate. Through preventative maintenance, we aim to extend the lifespan of fleet vehicles, reduce the likelihood of unexpected breakdowns and depreciation of the assets, ultimately saving our clients valuable time and resources.

Over the years, we have seen how a well-executed preventative fleet maintenance strategy can both enhance the reliability of individual vehicles and positively impact the overall efficiency of fleet operations. Our experience in promoting and implementing preventative maintenance measures underscores our dedication to ensuring that fleets remain in peak condition for the long haul.

In summary, our industry longevity is marked not only by our overall experience but also by our commitment to promoting the importance of car washing in fleet maintenance and advocating for the longevity that preventative fleet maintenance brings to the entire fleet management landscape.

<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>If awarded the Sourcewell co-op purchasing agreement, our company is eager to align with the standards and collaborative ethos that Sourcewell represents. Our expectations are as follows:</p> <p>Rapid Implementation: We are committed to expeditiously initiating the implementation process in accordance with Sourcewell's guidelines. This involves closely coordinating with Sourcewell representatives, understanding specific requirements, and tailoring our services to meet the unique needs of the co-op purchasing agreement.</p> <p>Open and Transparent Communication: Communication is a cornerstone of successful partnerships. We look forward to establishing clear and transparent communication with Sourcewell, as well as its member organizations. Regular updates, proactive information-sharing, and responsive communication are integral to our approach.</p> <p>Adherence to Sourcewell Standards: We pledge strict adherence to Sourcewell's terms and conditions. This encompasses delivering services within agreed-upon timelines, upholding quality standards, and providing Sourcewell with regular updates on project progress and performance.</p> <p>Tailored Solutions for Sourcewell Members: Recognizing the diversity of Sourcewell members, we look forward to offering customized solutions that address the unique needs of each member organization. Our goal is to ensure that our services provide maximum value and satisfaction to Sourcewell and its members.</p> <p>Anticipated Client Engagements: We are excited to share that we have engaged with several clients who are eagerly awaiting the outcome of this RFP with Sourcewell. In the event of a successful award, we are ready to initiate discussions with these prospective clients. This includes facilitating a swift transition to our services, ensuring their specific needs are met, and aligning with Sourcewell's overarching goals.</p> <p>Our unwavering commitment to excellence, responsiveness, and adaptability aligns seamlessly with Sourcewell's mission. We are eager to contribute to the success of the co-op purchasing agreement and to serve Sourcewell and its members effectively.</p> <p>We appreciate the opportunity to be part of the Sourcewell community and look forward to the collaborative journey ahead.</p>
<p>12</p>	<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>Rynse Inc. is unparalleled in size, strength and stability in the car wash services industry. In the last quarter of 2023, we brought on over 20,000 new government fleets onto our platform.</p> <p>As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, we are financially healthy and stable with no debt. Our cash on hand is in the millions.</p>

13	What is your US market share for the solutions that you are proposing?	<p>As we introduce our solution for fleet wash and detail services, it's important to acknowledge the unique positioning we hold in the market. Our offerings cater to a segment that has not been adequately addressed by existing solutions.</p> <p>Distinction in the Market: At present, we are the only solution that can provide access to any fleet washing and other fleet related services for all government and public sector entity fleets ("Government Agencies") across the US. Individual car wash operators can only offer a less comprehensive product with limited locations, geographic constraints, minimal tracking, rigid reporting and billing options. Even the largest chains have a limited market presence, with no brand owning more than 3% of the US market share. Our services and software stand out as the optimal choice for all Government Agencies (especially large scale clients such as cities, counties and states) seeking a robust, flexible, and data-driven fleet wash and detail solution.</p> <p>Market Expansion Strategy: Given the specialized nature of our solution and its distinct advantages, we are currently in the process of ramping up our market presence. Our unique value proposition positions us as the go-to choice for Government Agencies who require not only the convenience of location optionality but also superior data tracking and reporting capabilities.</p> <p>Industry Leader with Continued Focus on Growth: Rynse currently has the most government and public sector contracts by state for fleet washing services compared to any other car wash brand given their limitations to scale by needing to acquire or greenfield locations.</p> <p>With our unique offering, we are focused on leveraging our position in the market. We anticipate rapid growth and adoption across agencies across public, city, county and states recognizing the need for a tailored solution that aligns with their specific fleet services requirements.</p> <p>Our aspiration is to become a provider of specialized fleet wash and detail services with contracts in every state across the US. We are also actively engaging with car wash operators to showcase the advantages of our platform which has provided another channel to build Government Agency partnerships for increasing our market share. We currently have a relationship with a top national car wash brand that is migrating all their existing fleet wash services to Rynse.</p> <p>Conclusion: In summary, our current market share reflects only the early stages of servicing Government Agency fleets. However, our unique proposition and strategic approach positions us for significant growth over the next few months and years. As we continue to establish partnerships and showcase the distinct advantages of our platform, we anticipate a rapid expansion in the amount of fleets we wash.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	We are currently focused on further penetrating the US market and do not service the Canadian market. We do have plans during the duration of the Sourcewell contract to bring our services up there.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Rynse Inc. has not petitioned for bankruptcy protection.	*
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>Rynse is a service provider that enables fleets to access any car wash and detailing location across the United States. We are also the developer of a complementary software that provides agencies the ability to receive streamline billing and transparency in usage activity.</p> <p>Rynse markets its services directly to fleets and we leverage our internal sales force in delivering our solution to partners. Rynse does not utilize dealer networks to market, sell or service our offerings.</p>	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	In addition to typical business operations / SAM licenses, Rynse holds certificates of good standing in all states in which it operates and is typically the only certification we are requested to show when engaging a new client. In situations where Rynse does not currently have business operations in new regions, we have been able to expeditiously apply for and acquire the required certifications well within the time frame of our typical sales motion.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A, none.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Our team is continuously recognized by our customers for the exceptional level of service and dedication to our partnerships. In addition, we were selected as part of Innovation Alley at the Car Wash Show in 2022 for bringing significant and differentiating technology to both those seeking car wash services and car wash operators.	*
20	What percentage of your sales are to the governmental sector in the past three years	80% of our sales are from government contracts.	*
21	What percentage of your sales are to the education sector in the past three years	Through a third-party partnership, we service the campuses of UCLA, San Diego State, UCSB and CU, SMU and their student bodies. We are currently in the process of speaking with the fleet managers and maintenance and grounds managers at these campuses to see if they are interested in services provided by our localized car wash network which is already in place. We also have several confidential higher education prospects in our active sales pipeline.	*
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?	We do not hold any other state provincial or co-op purchasing contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not hold any GSA, Standing Offers, or SOSA.	*

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 *	
State of Tennessee - The Department of Environment & Conservation (TDEC)	Peter Madden Assistant Director	615-313-5212	*
Tulare County, CA	Richard Lamb Fleet Services Superintendent	559-636-4070	*
Pittsburgh, PA	Jamie Jones Fleet Contract Manager	412-255-2035	*

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 *	
Major City	Government	Ohio - OH	Provide washing services across a large network of locations with complementary software to provide data transparency and help manage expenses. Opportunity to expand into additional garage and fleet services.	3,471 cars	\$1,322,506 annual spend	*
Regional County (adjacent to Major County below)	Government	Maryland - MD	Provide washing services across a large network of locations with complementary software to provide data transparency and help manage expenses. Opportunity to expand into additional garage and fleet services.	2,759 cars	\$647,285 annual spend	*
Major County (adjacent to Regional County Above)	Government	Maryland - MD	Provide washing services across a large network of locations with complementary software to provide data transparency and help manage expenses. Opportunity to expand into additional garage and fleet services.	1,658 cars	\$297,504 annual spend	*
Major City	Government	Washington - WA	Provide washing services across a large network of locations with complementary software to provide data transparency and help manage expenses. Opportunity to expand into additional garage and fleet services.	1,836 cars	\$584,000 annual spend	*
Regional County	Government	California - CA	Provide washing services across a large network of locations with complementary software to provide data transparency and help manage expenses. Opportunity to expand into additional garage and fleet services.	1,242 cars	\$228,036 annual spend	*

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.	<p>Our full-time sales force consists of 5 top-performing Account Executives coast-to-coast (2 East Coast, 1 West Coast, 1 Midwest, 1 South) and 3 Business Development Reps for a total headcount of 8. In addition, we hired a reputable demand generation firm to accelerate top of funnel growth and we've seen great results for qualified leads so far. Rynse is in the process of securing additional financing to further increase the size of our sales forces significantly.</p> <p>Our sales force is responsible for finding and vetting opportunities, conducting outreach and hosting meetings, presenting our product and all its capabilities, assisting legal with contracting and getting new clients onboarded alongside our onboarding team.</p> <p>Our selling strategy focuses on net new government and public entity ("Government Agency") opportunities and land-and-expand opportunities in current and adjacent markets with our existing accounts. We communicate extensively on how to alleviate logistics and operational burdens for the fleet, billing, and administrative teams.</p> <p>We have both an annual and quarterly plan in place that we execute on and review every quarter to ensure we are responding to the growing needs of Government Agency fleets we speak to and the feedback we hear directly during our sales conversations. Our marketing efforts are primarily through outreach campaigns (email and phone), as it's been our most effective channel, but we have also had success with channel partners, direct mail, trade shows, and SEO/SEM.</p> <p>We spend significant resources focusing on the quality and management of our contact database and our lead criteria for finding the right people to discuss the Rynse solution with at every municipality. We strike a balance between highly targeted campaigns and broader scope campaigns that address major trends we see repeatedly across different Government Agencies. Downstream, the feedback from our prospects and clients have given us great opportunities to add in new product features or advance our implementation capabilities as we launch new clients.</p>	*
27	Dealer network or other distribution methods.	<p>Our unique solution allows us to connect with a large network of suppliers and our complementary software allows us to extract the data from all car washes regardless of POS so they can view all vehicles, services, and invoicing in one place. This technological advantage is crucial to why we can offer such a broad, full-coverage network of locations and options so quickly for all contracted partners.</p> <p>One other avenue of gaining additional Government Agency fleets is through the car wash themselves. They often struggle with managing fleet accounts and migrate the relationship to Rynse given our ability to provide increased wash flexibility and streamlined billing. An example of this is our relationship with a publicly traded car wash and preventative maintenance brand. They own various locations through M&A and do not have the capability to offer a unified solution to access their various services and reconcile billing into a consolidated manner. They have leaned on Rynse to handle their fleet contracts.</p>	*
28	Service force.	<p>Our current service team consists of 4 full-time, US-based Customer Success Managers who are spread out to service every time zone and territory in a truly timely and responsive manner. They hold direct relationships with all the personnel from each client and department. With part of our additional financing, we plan to grow this team by double.</p> <p>Our customer service team takes pride in providing quick and efficient solutions to our customers and partners and making the proper escalations to executive leads whenever necessary.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Orders will be handled directly by Rynse. When a client selects to participate in the award, we will have our dedicated account manager work with the agency to onboard them. Our team will set the agency up with their own account that will allow them to access all car wash vendors in their area. In addition, customers will have access to a complementary web portal to view all vehicles, departments, transactions and tailored invoices.</p>	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We have a team of dedicated Customer Success Managers who support our customers by being available and knowledgeable about how the solution works and how to get the most out of the Rynse services and products. Customers can ask to review our platform, the fleet recognition card, and billing/reporting or ask any other questions related to the services and software at any time. On our supplier side, Rynse develops strong relationships with their car wash partners and we have established contacts who are ready to support if and when called upon on behalf of the customer.</p> <p>Customer Service and support is available 5 days a week, from 7am to 7pm (across all time zones in the US) for any customer questions. Customer Service also can assist with lost or stolen cards, monthly reporting requests, billing and invoicing questions or requests, and all product feedback.</p> <p>For all strategic initiatives, we offer quarterly and biannual business reviews as a time for our customers to meet with their Rynse account management team and Sourcewell executive sponsor to make sure they are getting the most out of our solution. This is a great time for us to hear product feedback and refresh on how-to guides for all aspects of the solution.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Servicing Sourcewell participating entities is a top priority. All Sourcewell members will get "white glove" service with extra communication, onboarding and training, and general account management. In addition to the onboarding specialist and account managers who would be assigned per account, we want to commit one of the executive team members as the "Sourcewell executive sponsor" to each account as an added way of giving more resources to Sourcewell participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and capable of extending our business model and network into Canada. However, given the opportunity alone in the United States, we have been primarily focussed on capturing the market share here. In the future, we believe partnering with Canadian Government Agencies is a likely strategic market expansion.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A. Rynse is able to service all geographic areas in the US/CAN.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Rynse is willing and able to service all participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not foresee any specific contract requirements or restrictions that would prohibit Rynse from servicing participating entities in Hawaii and Alaska and in US territories and look forward to producing a lot of volume in all 50 states in the near future.	*
36	Describe the scalability of your company's offering in relation to size, scope, locations, and services.	<p>Our offering is designed to scale seamlessly across various dimensions, ensuring that we can meet the needs of clients with varying sizes, scopes, locations, and service requirements:</p> <p>Size: Whether our client has a small local fleet or a large-scale operation with thousands of vehicles, our platform can accommodate their specific fleet, billing and data tracking needs. Our flexible back-end architecture handles any level of transaction complexity, and user requirements, ensuring that our platform remains efficient and effective regardless of fleet size.</p> <p>Scope: Our modular platform allows us to expand features and services to meet diverse client needs. Whether the client requires specific location flexibility, sub-department billing categorization, or unique user access, we can scale our offering to align with their specific scope requirements.</p> <p>Locations: We provide flexibility for fleets operating in multiple locations. Our platform can manage fleets across different regions, or even states, offering a unified billing and tracking solution for their car washing needs and any other fleet expense management regardless of geographic spread. Government entities are enabled to manage their fleet effectively with maximum transparency no matter where vehicles are located.</p> <p>Services: While our core competency is car washing, our platform supports a wide range of fleet maintenance services, such as fuel and other preventative maintenance. We can scale our offering to include new services based on fleet managers evolving requirements, ensuring that our platform remains relevant and valuable as the relationship grows.</p>	

37	Describe your process for incorporating additional service locations (whether owned, franchised, or third-party), including details around screening, selection, and retention.	Rynse typically does an in-person screen of our car wash vendors ensuring a top-quality wash experience. We then communicate with our selected vendors about the program and make sure the correct services are rendered at the time of sale and the cars will be taken care of. We then work collaboratively with our clients during the onboarding process to incorporate existing vendors that they wish to continue working with to ensure minimal friction for drivers and offer security that those locations meet the wash expectations of our clients.
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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>Our marketing and demand generation programs have a proven track record of identifying Government Agency fleets of all sizes (city, county, state and public) and selling our solution. This has resulted in Rynse having more contracts by state than any other car wash brand in the nation.</p> <p>Partnering with Government Agencies continues to be a vital part of Rynse's growth strategy. We invest a majority of our marketing spend (~75%+) , headcount, and operations in identifying and winning these partnerships. We are looking forward to taking our current marketing success and applying it to the promotion of this Sourcewell contract during our outreach process.</p> <p>Our marketing strategy starts by defining our ICP (ideal client profile) at the organization level. We then use the BANT (budget, authority, need, timeline) framework to identify the key decision makers within each organization. From there, we run targeted outreach campaigns (phone and email) specific to each category of government agency and their different pain points with fleet care.</p> <p>Examples of email campaigns we'd run to promote this contract immediately following an award:</p> <p>Campaign #1: Current Leads - This outreach campaign will address Government Agencies of all sizes across the country who are actively showing tremendous interest in Rynse over the last 3 months and are currently a part of our sales pipeline. Our goal would be simple: to communicate about the new partnership with Sourcewell and why it's easier than ever to get started together. Some notable, actionable leads include two states which both have over 50,000 vehicles and the entire fleet of one of the largest cities in the U.S.</p> <p>Campaign #2: Interested Entities Who Have Gone "Cold" (Status is Idle/On Hold) - This outreach campaign will be focused on informing parties who we have connected with but not engaged with in the last 3 months. The majority of these contacts have told us the biggest bottleneck holding them back is having limited procurement bandwidth and the lengthy time and effort it would take for them to do an IFB or sole-source. We will leverage the partnership with Sourcewell to circle up with these interested parties to share how we can now reduce the sales cycle by months / years and get started providing a solution for fleet washing sooner.</p> <p>Campaign #3: Net New Outreach - Using effective lead generation tools and databases, we are able to pull relevant contacts based on our Ideal Client Profile (ICP) and introduce Rynse as a service. With the new Sourcewell contract, we can emphasize how this addresses the known bottleneck of quickly getting a contract in place. We believe this will only take our solid engagement rates via email campaigns to the next level. We also believe the partnership with Sourcewell will lead to more first conversations and deals as well as shorter time-to-close deals overall.</p> <p>Campaign #4: Land-and-Expand Leads - Once a new client is launched, we leverage those new relationships to assist with new outreach initiatives to build on the existing momentum in a given market/territory. We find all of the cities and counties within a given radius around the client's location and directly contact the fleet managers there.</p> <p>---</p> <p>In addition, Rynse has spent a lot of time building out capabilities for each stage of the entire sales cycle.</p> <p>1) Top of Funnel Capabilities: At the very top of the funnel, we have our in-house marketing team that has a consistent track record for finding leads that will eventually build recurring revenue opportunities with</p>

		<p>very little upfront investment. Strategies we gravitate towards which allow us to stay lean yet effective include targeted email drip campaigns and focused call outreach, Search Engine Marketing (SEM) and Search Engine Optimization (SEO), use of Social Media Platforms (specifically LinkedIn and LinkedIn Premium functions like Sales Navigator). The marketing team also is responsible for our website and content creation. We use our website as a way to introduce Rynse value propositions to fleets at a very high level with a call to action to set up a more consultative discovery call. The website is just one of the ways people can get in touch with us to learn more about Rynse as a service. In addition to our website, we build educational messaging like case studies and ROI calculators to demonstrate the positive impact of implementing our product based on existing client success stories.</p> <p>A lot of our top of funnel activity is centered around our sales outreach process. We use data and business intelligence tools such as Zoominfo and GovSpend to (1) find key decision makers and their contact information and (2) reach out and track initial outreach interest and engagement. To further accelerate the quality and quantity of our pipeline build, we have also brought on a speciality agency which focuses on BD to further complement our in-house Business Development Reps with the goal of setting quality meetings for our account executives and sales team. Since bringing on this agency, we have been able to relay the overall strategy to them and have them execute; freeing up our sales team to focus on the very important, high-value task of moving deals mid-funnel to close (from consideration stage beyond).</p> <p>2) Mid-Funnel and Closing Capabilities: Because our services and software are new and innovative to the space, we like to demo the product in real-time and offer reporting, invoicing and billing examples so that clients can get a better idea of the many options they have to customize and configure our platform to their unique use case and departmental needs. First-hand examples of things that we hear from different Government Agencies include how to best mitigate fraud and abuse and how to split up the billing by department and automate sending directly to billing contacts.</p> <p>In addition to product demos and examples of product customization, our sales team is dedicated to guiding prospects through presentations that walk the entire team through how Rynse works, wash service and customization capabilities, along with pricing.</p> <p>Our close rate from the first conversation to the contract signing stage, greatly exceeds the average success rate for the car wash and SaaS/technology industry. We credit factors like a strong understanding of our ICP (Ideal Client Profile), excellent sales training, our dedicated salesforce, a keen ability to listen and adapt to prospect wants and needs, and strong product-market fit.</p> <p>Through our marketing and sales efforts, we project that the Sourcewell contract will grow our Government Agency partnership and revenue potential significantly. One key metric we are very excited about and will monitor is how quickly we will be able to get contracts in place and get clients up and running. We believe Sourcewell clients will reduce the average sales cycle substantially, expediting government client launches from start to finish.</p> <p>See attached ZIP folder labeled "Marketing Materials" for examples of items we provide to Government Agencies.</p>
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Rynse invests in a variety of the latest and best-in-class technologies that we use to ensure marketing effectiveness and efficiency. Our marketing, business development, and sales team leads work hand-in-hand to analyze the results from each campaign so we can iterate rapidly and get the best results from every outreach channel.</p> <p>MarTech & Digital Data Highlights - For prospecting and relationship management, we use business intelligence tools such as GovSpend and Zoominfo OS to help curate our contact lists for our targeted campaigns. We also leverage LinkedIn and LinkedIn Premium / Sales Navigator.</p> <p>For sales outreach, we utilize multiple sales engagement tools to execute the outreach including Zoominfo Engage. These platforms allow us to track detailed campaign performance such as open & response rate, A/B testing results, sequence effectiveness and click-through. We pair this with Google Analytics and other website tools to understand lead and visitor behavior throughout the entire selling process.</p> <p>Finally, to keep our entire growth team in lockstep, we rely on our CRM tool, to help us with pipeline management, onboarding new clients, measuring KPIs across different functions, and managing our ever-growing contact database.</p>

40	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We believe Sourcewell is a best-in-class partner and we are excited about the opportunity to support its members and promote this contract together. We have heard firsthand from fleet managers that almost all Government Agencies, regardless of size, struggle with finding a reliable and quality solution for their fleet washing and fleet-care related services. The most common issues that we hear include: a lack of insight on wash and vehicle activity, location flexibility, and ongoing billing problems. Our solution solves the pain point of needing a more streamlined way to process fleet-related services and know that promoting the Sourcewell contract opportunity will help us provide our solution to more clients, more quickly. We believe that incorporating the Sourcewell membership as part of our marketing strategy will greatly accelerate the process for procurement teams to contract with us.</p> <p>We would ask Sourcewell to include our Rynse logo and contact information in all relevant, existing marketing materials. In addition, we would ask that the Sourcewell/Rynse relationship be mentioned to all new members as well as on the Sourcewell website so that anyone curious would have the opportunity to learn more about us.</p> <p>If Sourcewell has the available resources, we welcome the chance to promote and cross-promote this contract including Sourcewell branded or co-branded landing pages, digital and print materials, and trade show collateral by collaborating with your communications and marketing teams. We also welcome all communications opportunities such as joint press releases and/or highlights in Sourcewell updates and news as well as events whether in-person or virtual.</p> <p>Finally, we would love the opportunity to attend Sourcewell hosted events to learn from other contract holders and share successes and wisdom with everyone who has also benefited from the Sourcewell membership.</p>	*
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.	<p>Because our platform is highly configurable (customizable to a specific fleet's service needs, size, and vehicle types) we do not see online ordering as a good fit for our product.</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Rynse has developed a system that is easy to use, flexible, and cost effective. Rynse also believes a successful onboarding is paramount to a long-term partnership. Our Customer Success Managers are onboarding specialists who work closely with clients and all stakeholders involved to walk everyone through getting started and using Rynse admin portal and fleet care services. Rynse offers a Welcome Guide that is easily shareable across different departments and serves as a comprehensive user manual.</p> <p>After onboarding is officially completed, Rynse offers unlimited, ongoing training and our dedicated account management team to help all Sourcewell customers to get the most out of our platform. Any time clients have requests, questions, or product feedback, they have a direct line to our account teams who know the ins and outs of the clients' use case and platform permissions. If there are any added product features that are developed, our account management team will walk clients through new product updates and answer any questions they might have.</p> <p>On-site training and onboarding is available to any customer who requests it and makes arrangements after the contract is awarded. There is no cost associated with our training program.</p>	*

<p>43</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Rynse is the leading fleet wash and detailing services platform that provides tailored billing, vehicle spend data transparency, and wash service flexibility for all vehicles. Rynse's technological advances include being able to offer a complete network of multiple car wash brand names and locations, the best services for the best prices, streamlined departmental billing, and real-time vehicle care data so that Government Agencies (municipal, state and public sector) can improve operations and planning.</p> <p>Core features of our solution include -</p> <p>(+) Access to the most robust network of car washes no matter the type of car wash or brand name/ownership: Rynse also provides complementary software that allows us to extract the data from all car washes (and all POS systems) so they can view all vehicles, services, and invoicing in one place. Before, fleets were limited to choosing only one car wash location but with Rynse, they can access all car washes, regardless of brand name or type of car wash, in their immediate vicinity.</p> <p>(+) Real-Time Data Transparency to Inform Business Decisions: We provide clear, accurate data transparency on wash utilization and spend. This helps agencies more precisely plan and budget and enforce fleet care compliance across all their departments.</p> <p>(+) Mitigation of Misuse, Fraud, and Abuse: Our technology allows administrators to set rules and limits on wash usage and mitigate fraud & abuse – safeguarding against personal use and other “outside sharing”.</p> <p>(+) Easy-to-Review Data Configuration: Monthly wash and vehicle activity data per department, driver, vehicle type, wash location, wash service/package.</p> <p>(+) Ready-to-Scale Car Wash Network: No matter where drivers need to go, we have the infrastructure in place to have car wash locations available today. We are not limited to one location or city, we can offer a statewide, countywide or regional solution. No need to wait for a new wash location to be built or for the network to be developed - it's a truly turnkey solution. We are the perfect solution for organizations that travel between multiple regions, counties, and even states.</p> <p>With Rynse, fleet managers get a web-based admin portal with their entire fleet's details in one place. Rynse admin accounts are fully customizable to any fleet's needs: for the whole organization or specific departments. Fleet managers or admins can easily, securely log into their account and do things like add or remove drivers and vehicles, review program usage reports, and pay their bill.</p> <p>Fleet drivers are the end-users of our product. Users have access to locations via map view or list view to find the most convenient option near them. Users are able to find the location within the Rynse Network that works for them, get directions, and head over. Every vehicle gets its own Fleet Recognition Card with the vehicle information (VIN, License Plate, etc.) at the time of onboarding. In addition to rendering services, our complementary software provides real-time transaction reporting to the Government Agencies down to the minute of the transaction. Because of this, Rynse offers users access to the majority of car washes within a city or region vs. one limited brand or location via competitive alternatives.</p> <p>Additional Benefits of our fleet recognition card system -</p> <p>Fleet recognition cards are restricted to only accessing specific car wash services at Rynse partnered locations</p> <p>(+) Rynse can also restrict the amount of times a card can used in a month (upon request)</p> <p>(+) The Fleet recognition Card allows Rynse to customize your wash access to the needs of your individual departments</p> <p>(+) Replacement cards do not incur any fee</p> <p>(+) By moving away from a more manual, paper-based system, Government Agencies are able to move towards a much more reliable, informative, efficient solution to track and manage their fleet washing as an organization.</p>
<p>44</p>	<p>Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Rynse provides support for sustainability and green initiatives in two key ways: helping clients go paperless and with our many eco-friendly car wash partners.</p> <p>Rynse is eliminating the very tedious, pen and paper tracking system for car washing that many fleets have been using by offering the monthly reports. Rynse also is cutting down on repetitive paper invoicing by mail by sharing invoicing digitally and reminders via customer emails.</p> <p>Many of our car wash partners within the Rynse network prioritize eco-friendly practices while operating their businesses. Our eco-friendly car wash partners invest in green initiatives by valuing practices like monitoring water usage with technology, recycling water, offering some non-chemical products, and saving on energy with efficient and state of the art equipment. In addition, our commitment to “green” initiatives involves a plan to add to our product roadmap a way of recognizing preferred “green” partners with an icon and list filtering capabilities.</p>

45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
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.	<p>Rynse is a marketplace model and aggregator of many independently operated businesses. Because we partner with independently operated businesses, we are able to support smaller independent businesses by offering network effects and offering the advantages of a larger business or chain of businesses. Collectively, we have a number of minority and woman-owned business partners who we work with closely. We are proud to work with so many amazing independent operators across the country.</p> <p>Another great perk of the Rynse business model is it allows local taxpayer money to be spent towards supporting multiple local businesses within their county/city/state rather than just one national chain.</p>	*
47	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Rynse is the leading fleet wash and detail solution that simplifies operations and provides greater flexibility.</p> <p>Competitive Strengths and Highlights:</p> <p>(+) Our robust, best-in-class wash network: Our network capabilities afford fleet management and their drives unparalleled location flexibility. Access the entire car wash network in your area and get convenient, full-coverage options while on-the-go wherever the day takes you. We are available today in all major US markets as well as more remote, rural regions and smaller towns nationwide.</p> <p>(+) All-in-one car washing solution for all vehicle types and needs (LCVs, Heavy-Duty, Truck, Bus): We respond to the largely communicated need for heavy duty wash options and mobile washing services by making it part of our offering so that all car washing needs whether it be for sedans and LCVs or heavy duty trucking are associated with one solution: Rynse.</p> <p>(+) Our proprietary software streamlines billing: Our technology allows clients to configure invoicing to automatically be sent as one consolidated, itemized invoice for each department, directly to the department billing contact, for the entire organization</p> <p>(+) We offer fleet managers outsourced vendor management: Rynse handles all direct communication with car wash owners and staff on your behalf, removing time-consuming administrative burden and relationship management.</p> <p>(+) Flexible pricing: we understand fleets are one of the least static areas of operations within Government Agencies. To meet ever changing needs, our product and our pricing options are fully customizable and adaptable.</p> <p>(+) Unmatched Customer Experience - Onboarding and account management from a dedicated, assigned team working and available to you in your time zone.</p> <p>(+) Pre-negotiated wash discounts - Due to our network advantage, we can offer the best price for the best service</p> <p>(+) Well-rounded and committed management team: Rooted in technological and operational expertise, our founders and the executive team have a deep understanding of data analytics and product scalability.</p> <p>(+) Expansion capability to cover other fleet-related services / auto-care services: Because of our fleet recognition and tracking product and analytics platform, we are able to easily expand to cover other fleet-related services / auto-care services.</p>	*
48	Describe technology and software applications used for record keeping and reporting; additionally, identify the ability to integrate with participating entity technology or software applications, as applicable.	<p>Rynse as an organization is very data driven and as such we pride ourselves with having the best-in-class record keeping and reporting. This begins with our dedicated team of software engineers that have built internal tracking capabilities to capture customer and transaction information. We are able to run various analytics on this data which provides valuable insights to better drive sales and support Government Agencies.</p> <p>Our engineering team is also able to integrate this information with various technology applications to make our organization more efficient. Some tools we leverage for record keeping and reporting are:</p> <p>(+) Financial Reporting Software: Quickbooks (+) Invoicing: Zoho</p> <p>In addition, Rynse aims to alleviate the administrative workstream of Fleet Managers and we are working with Government Agency partners to integrate with their fleet management software.</p>	*

Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *
49	Describe any performance standards or guarantees that apply to your services	<p>Customer Onboarding Meeting: ALL fleet managers will be contacted by Rynse within three (3) business days upon contract signing to arrange an initial onboarding meeting to go through details of our program.</p> <p>Customer Setup: ALL fleet accounts will be established within four (4) business days of receiving required information requested. The set-up includes but is not limited to: creating accounts for parent entities, developing individual departments, establishing proper card restrictions and placing requests for fleet recognition cards.</p> <p>Card Creation and Delivery: >= 99% of cards will be shipped to the customer in under 12 business days upon the successful processing of card creation.</p> <p>Fleet Partner Invoicing: ALL invoices will be provided electronically via email or through our secure site prior to the 15th of every calendar month.</p>
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>As an organization, one of our top priorities is customer satisfaction. Rynse has established internal standards for our Customer Success department based on quantifiable metrics for dealing with customers. Some examples include answering or responding to 80%+ of incoming calls within 2 minutes and having clients score at least a minimum of 95%+ on our interval survey which we send on a quarterly basis. Other metrics we monitor are:</p> <ul style="list-style-type: none"> (+) Resolution rate (+) Resolution time (+) Conversation time (+) NPS <p>We are able to achieve these targets as we place a lot of emphasis on training programs, product development activities and aligning bonuses to these standards.</p> <p>We have also built our teams where we have at least one dedicated account manager for every customer and they are in the same time zone as them.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods.	<p>Rynse's typical payment terms for fleet partners are net 15. However, for Sourcewell participating entities we will offer net 30 payment terms from the date the invoice is made available to Client.</p> <p>Rynse also offers Sourcewell members various methods to pay their invoice but all amounts for that invoice must be sent in whole. Below are the list of potential payment options:</p> <ul style="list-style-type: none"> (+) Physical check (+) Automated Clearing House (ACH) (+) Online payment from checking account (+) P-Cards <p>Rynse will provide Sourcewell members with the appropriate banking details based on your preferred method. They can change payment options between invoices.</p>
52	Describe any leasing or financing options available for use by educational or governmental entities.	N/A.
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.	Rynse has flexibility with either using the Government Agency's or our standard transaction documents to finalize a contract. In the event Rynse's documents are preferred, please see folder named "Standard Documents" for our order form and service agreement.
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Rynse does accept P-card as payment and there is no additional cost to Sourcewell participating entities.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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>Rynse offers the wash services and complementary billing / usage tracking software under two pricing options:</p> <p>1) Prepaid Model: Rynse charges a fixed monthly price per card based on the fleet size and offers varying discounts on the wash service cost based on the prepayment interval of the estimated PO.</p> <p>2) Price per Vehicle: Rynse provides a standard option of 1x wash per month or an unlimited option that is priced on a monthly per vehicle basis. For the standard option, any additional wash beyond the single usage will be charged at the same price as the per vehicle cost.</p> <p>Rynse provides all Sourcewell participating entities the most favorable rate, offering significant discounts compared to our normal fleet partnerships and independent car washes.</p> <p>Please see attached "Rynse Pricing" file for additional detail of our two pricing options.</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.	<p>Rynse offers the following discounts to participating Sourcewell entities:</p> <p>1) Prepaid Model: 25.0% to 70.0% discount for the fixed monthly price per card and 5.0% to 15.0% discount on the entire PO (including wash service) based on whether the bill is paid up front on a monthly, quarterly or annual basis.</p> <p>2) Price per Vehicle: Rynse offers a 5.0% to 20.0% discount based on the average market wash price when paying on a per vehicle basis.</p> <p>Please see attached "Rynse Pricing" file for further breakdown.</p>
57	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity discounts are reflected in our pricing. See the "Rynse Pricing" file attached for detail.
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.	Rynse provides "sourced" products / services or "nonstandard options". However, these offerings incur a cost-plus of 15%.
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.	No additional costs beyond pricing submitted.
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.	N/A.
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A.
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing provided in this submission represents a discount better than our typical proposal for government, education, and non-profit organizations as we understand the importance of Sourcewell's relationships and benefit of its network.

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.	<p>Rynse will ensure that accurate data is provided to Sourcewell for each contract. We will establish a compliance program for self-auditing and internal process amongst our various departments (sales, operations and finance) to provide Sourcewell with the proper quarterly report that includes your administrative fee.</p> <p>Some processes we envision putting in place include:</p> <ol style="list-style-type: none"> 1) Creating a label in our system for all accounts which are related to Sourcewell. This will easily allow us to identify all Sourcewell entities in our account system and will allow us to filter / select them for our report generation. 2) At the end of each fiscal quarter, our Operations department will run a report of all transactions and generate a summary of spend by Sourcewell entities. This report will include the related administrative fee to Sourcewell. 3) Rynse's Finance department will validate the report using the self-auditing compliance program established. This involves checking the card statements from the bank for each Sourcewell account and reconciling it against the report generated. We want to take this extra measure to guarantee we are calculating the most accurate sales commission to Sourcewell. 4) Once the Finance and Operations departments verify the report accurately reflects the spend for the quarter by the Sourcewell entities and includes the correct administrative fee to Sourcewell, the executives of the company will review the report and approve payment.

65	<p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p>	<p>Tracking key performance indicators (KPIs) is crucial to evaluate the success of a fleet expenses credit card program with a client. KPIs Rynse tracks to ensure the success of our partners include:</p> <p>Usage Metrics - Card Utilization Metrics: We track the percentage of cards utilized, transaction volume and total amount spent by card issued and by department (or sub-department). Typically, fleet managers have wash schedule preferences that they have been unable to enforce with incumbent contracts given the lack of granular tracking. Our system allows us to to proactively manage and impact transaction volume leading to better asset management and oversight from our partners.</p> <p>Compliance and Controls - Policy Adherence: Rynse monitors adherence to company policies and spending guidelines. Rynse is uniquely capable of setting up guard-rails and spending limits to match internal budgets / purchase orders. We track these metrics to ensure our partners consistently meet budget goals and usage parameters. Unauthorized Spending: Rynse blocks unauthorized or non-compliant transactions and tracks this metric to provide clients with reassurance that transactions that do not clear our contract parameters. It also provides this data on individual user basis so that we can provide our partners with information on which employees may be trying to abuse internal systems.</p> <p>Reporting and Analytics - Timeliness of Reporting: We measure how quickly reports and invoices are generated and delivered to our partners after the end of the month. AR Aging: Rynse tracks the length of time for invoices to be paid by each partner. This allows us to isolate any sub-departments that are lagging behind on payments and track how our intervention impacts speed of payment</p> <p>Vendor Negotiations - Negotiation Leverage: We track total spend at each of our vendor so that we can evaluate the impact on negotiating better terms and ultimately improve our margins.</p> <p>Employee Satisfaction - Ease of Use: Gather feedback on how easy it is for employees to use the credit card for fleet expenses. Support Services: Measure satisfaction with support services provided for credit card-related issues.</p> <p>Regularly monitoring these KPIs will provide insights into the success of our program, helping us make informed decisions, optimize processes, and ensure the satisfaction of both the client and their employees.</p>
66	<p>Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)</p>	<p>Rynse understands the value provided by Sourcewell and agrees to pay an administrative fee of 1.0% on all revenue that Rynse generates from this award. This includes:</p> <ol style="list-style-type: none"> 1) The sales generated from the fixed monthly price per card and the monthly price per vehicle. 2) All retail transactions processed with the Rynse fleet card by Sourcewell entities.

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

Line Item	Question	Response *
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<p>67</p>	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>Rynse is offering access to nationwide car wash and detailing services with innovative software that provides tailored billing, vehicle spend data transparency, and wash service flexibility for all vehicles.</p> <p>Our comprehensive fleet wash and detail services platform is designed to revolutionize the way organizations handle their fleet-related vehicle care and maintenance services. Our solution provides an end-to-end system that simplifies invoicing, enhances data tracking, and optimizes overall fleet maintenance expense management.</p> <p>One of the unique features of our solution is the heightened flexibility in location and vendor utilization. Unlike traditional solutions, our platform allows fleet managers to access a broader network of service providers, enabling them to choose the most convenient and cost-effective options for their specific needs. This flexibility enhances efficiency and cost-effectiveness in fleet operations.</p> <p>Our solution simplifies the often complex process of invoicing. With automated invoicing capabilities, fleet managers can easily generate, track, and manage invoices, reducing administrative overhead. This ensures accuracy in financial transactions and provides a transparent overview of expenses incurred.</p> <p>We understand the importance of data-driven decision-making in managing fleet service spend. Our solution offers robust data tracking and reporting features, allowing fleet managers to gain valuable insights into spending patterns, identify cost-saving opportunities, and make informed decisions to optimize their overall fleet strategy.</p> <p>In summary, our fleet wash and detail services solution brings a new level of efficiency, flexibility, and transparency to fleet management operations. By simplifying invoicing, enhancing data tracking, and offering increased location/vendor utilization flexibility, we empower organizations to make smarter financial decisions and ultimately optimize their entire fleet management process.</p>
<p>68</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>The two best subcategories that Rynse tailors to in this RFP are:</p> <ul style="list-style-type: none"> (+) Car wash and detailing services (+) Services, software maintenance, and support complementary of incidental to the offering of the solutions <p>However, Rynse also has the capabilities to support access to various other services from the RFP by enabling these categories on our fleet recognition card. These include:</p> <ul style="list-style-type: none"> (+) Preventative maintenance services (+) Shop fluid disposal and recycling services
<p>69</p>	<p>Describe available options for customization of the equipment and products offered in your proposal and any related order processes.</p>	<p>Our product offers comprehensive customization options for both the product itself and billing processes.</p> <p>Product Customization - User Access Control: Our platform allows government clients to customize user access levels, ensuring that different sub-departments or individuals have access only to the information relevant to their roles.</p> <p>Spend Parameters: Government clients can set spend parameters for individual sub-departments or users, ensuring budget compliance and preventing overspending.</p> <p>Compliance Notifications: The platform can be configured to send compliance notifications based on desired wash schedules, ensuring that vehicles are washed according to regulatory standards.</p> <p>Billing Customization - Bifurcation of Billing: Government clients can bifurcate billing to individual sub-departments or cost centers, facilitating easier tracking and allocation of expenses.</p> <p>Customized Billing Cycles: The platform supports customized billing cycles to align with the government's financial processes and reporting requirements.</p> <p>Detailed Billing Reports: Government clients can generate detailed billing reports that provide insights into usage patterns, costs, and compliance with budgetary guidelines.</p> <p>Overall, our product offers extensive customization options for government clients, enabling them to tailor the platform to meet their specific needs and requirements.</p>

70	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	N/A (our offering is exclusively services and software related).
71	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable Federal and state requirements.	All our products and services provided fully comply with applicable federal laws and regulations, and with the laws in the states and provinces in which they are sold. We are fully certified to do business in all states where we conduct services.
72	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	N/A (not in Canadian market currently).

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	Although the immediate focus is car washing and detailing, Rynse's solution has the capability to turn on access to preventative maintenance services and offer the same tracking and billing benefits.
74	Car Wash and Detailing Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Given the significant pain point experienced by Government Agency fleet managers to increase their location flexibility and consolidate billing for the car washing / detailing services, this is Rynse's current focus.
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 checked="" type="radio"/> Yes <input type="radio"/> No	Although the immediate focus is car washing and detailing, Rynse's solution has the capability to turn on access to Shop fluid disposal and recycling services and offer the same tracking and billing benefits.

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

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

Line Item	Category or Type	Offered *	Comments
77	Parts, supplies, and accessories complementary or incidental to the services described in Line Items 73 - 76 in Table 14B above	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A.
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	Rynse offers the industry leading, innovative software that provides tailored billing, vehicle spend data transparency, and fleet service flexibility for all vehicles.

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](#) - Rynse Pricing.pdf - Monday March 11, 2024 19:14:21
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Marketing Materials.zip - Monday March 11, 2024 18:03:07
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - Standard Documents.zip - Monday March 11, 2024 19:09:50
 - Requested Exceptions (optional)
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer’s Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Roland Lau, President, Rynse Inc.

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

Yes No

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

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

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