



**Solicitation Number: 053024**

## **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mitsubishi Logisnext Americas Inc., 2121 W. Sam Houston Parkway North, Houston, TX 77043 (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 Forklifts, Lift Trucks with Related Products and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide through its authorized dealers, 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 July 23, 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 through its authorized dealers, 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's authorized dealer will pass on to the Participating Entity the manufacturer's warranty related to any Equipment or Products being provided under this Contract. 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 Sourcwell 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 Sourcwell 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. Except as provided herein, damaged Equipment and Products may be rejected. If the

damage is not readily apparent at the time of delivery, and Supplier or its dealer is unable to repair or replace the damaged Equipment or Products, Supplier must permit the Equipment and Products to be returned within five (5) business days of Sourcewell's or its Participating Entity's determination of any damage at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time, but no more than five (5) business days, 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's authorized dealer as soon as possible and the Supplier's authorized dealer will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier or its authorized dealer 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's authorized dealer 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 or its authorized dealer 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's authorized dealer. 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 or its authorized dealer 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. Neither Supplier nor its authorized dealers are obligated to accept any purchase order issues with respect to 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's authorized dealer, 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. Neither Sourcewell, any Participating Entity, Supplier nor Supplier's authorized dealer may propose terms that materially deviate from the terms of the 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's authorized dealer 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's authorized dealer 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell 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 injury or death to person(s) or property alleged to have been caused solely by a defect in the workmanship of the Equipment or Products provided that (a) no alteration, modification, or other change was made to the Equipment or Products by Sourcewell, any Participating Entity, or any third party, unless such alteration, modification, or other change was authorized by Supplier in writing; and (b) any such defect was not caused by the negligence or willful misconduct of Sourcewell, any Participating Entity, or any third party. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

NEITHER PARTY, NOR ITS REPRESENTATIVES, SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR REVENUES, ARISING OUT OF OR RELATING TO ANY BREACH UNDER THIS CONTRACT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY THE AFFECTED PARTY OR COULD HAVE BEEN REASONABLY FORESEEN BY THE NON-AFFECTED PARTY REGARDLESS OF THE LEGAL OR EQUIPTABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.



## 12. GOVERNMENT DATA PRACTICES

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

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

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices,

informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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

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

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

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

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

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

#### **16. SEVERABILITY**

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

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

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

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

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

## **18. INSURANCE**

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to 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 Participating Entity that intends to access United States federal funds to purchase any Equipment or Products provided by Vendor, through its authorized dealer, under this Contract must notify Supplier and its authorized dealer of this intention in connection with its issuance of a purchase order relating to this Contract.

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

Mitsubishi Logisnext Americas Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/28/2024 | 8:17 PM CDT

DocuSigned by:  
*Eric Gabriel*  
1DB9E3DCF39D4FB...  
By: \_\_\_\_\_  
Eric Gabriel  
Title: Vice President  
Date: 7/28/2024 | 10:43 AM CDT

# RFP 053024 - Forklifts, Lift Trucks with Related Products and Services

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## Vendor Details

Company Name: Mitsubishi Logisnext  
Does your company conduct business under any other name? If yes, please state: Logisnext, MLA  
Address: 2121 W Sam Houston Pkwy N  
Houston, Texas 77008  
Contact: Zane Padgett  
Email: zane.padgett@logisnextamericas.com  
Phone: 832-341-4738  
Fax: 832-341-4738  
HST#:

## Submission Details

Created On: Thursday April 11, 2024 08:32:15  
Submitted On: Wednesday May 29, 2024 12:19:58  
Submitted By: Zane Padgett  
Email: zane.padgett@logisnextamericas.com  
Transaction #: b2f4e4f5-d70e-4891-bbff-e12bb03bc04d  
Submitter's IP Address: 104.58.177.4

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**Specifications**

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Mitsubishi Logisnext Americas Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Equipment Depot, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A
5	Proposer Physical Address:	2121 W Sam Houston Pkwy N Houston TX, 77043
6	Proposer website address (or addresses):	<a href="https://www.logisnextamericas.com">https://www.logisnextamericas.com</a>
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):	Eric Gabriel, Vice President - Dealer Sales Americas, eric.gabirel@logisnextamericas.com, 832-623-9142
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Zane Padgett, Major Accounts Manager, zane.padgett@logisnextamericas.com, 832-341-4738
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Steve Rogers, PMP - Senior Project Manager, National Accounts, steve.rogers@logisnextamericas.com, 281-802-0655

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

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Our company's roots date back to the early 1900's with our legacy companies, Barrett Cravens and Towmotor. In 1914, Barrett Cravens began operation as a manufacturer of manual pallet trucks. In 1919, the Towmotor Corporation was founded by Lester M. Sears – the creator of the “Original Forklift” – when he unveiled the prototype of the gasoline-powered industrial tractor. At that time, one Towmotor was said to perform the work of roughly 30 men, changing the material handling industry forever.</p> <p>Towmotor officially became a wholly-owned subsidiary of Caterpillar Tractor Company of Peoria, Illinois in November 1965. In 1971, Caterpillar relocated Towmotor manufacturing to Mentor, Ohio, and soon after Towmotor forklifts were rebranded under the “Caterpillar” brand name.</p> <p>In 1992, Mitsubishi Heavy Industries, Mitsubishi Corporation and Caterpillar Inc. joined together to form Mitsubishi Caterpillar Forklift America Inc. (MCFA) in Houston, Texas. In 2010, Mitsubishi Caterpillar Forklift America and Jungheinrich AG entered into a manufacturing and distribution agreement for the North American market, expanding the advanced electric warehouse product offering to customers locally. Together, Jungheinrich AG and the Mitsubishi Logisnext Americas group continue to operate as two of the largest manufacturers of forklifts and warehouse products in the World. By 2019, Mitsubishi Logisnext Americas Inc. acquired Equipment Depot, expanding its distribution network by adding direct, full-service material handling operations across nine states. Mitsubishi Logisnext Americas group brings more than 100 years of material handling expertise to the marketplace. Today, Mitsubishi Logisnext Americas offers one of the widest ranges of material handling, automation and extensive fleet solutions in the market – with five distinct lift truck and automation brands and dedicated dealer networks throughout the Americas.</p> <p>Every MLA employee is dedicated to fulfilling the following company mission statement:          MLA develops, manufactures and distributes the highest quality material handling solutions.          We place customer focus on everything we do. We hold ourselves and others accountable to high expectations. We treat people fairly and with respect.          MLA will deliver profitable market share growth by providing innovative material handling.</p>	*
11	What are your company's expectations in the event of an award?	<p>MLA aims to boost sales among Sourcewell members by motivating our dealers to actively reach out, contact, and elucidate the straightforward advantages of Sourcewell membership. Furthermore, upon confirming the Sourcewell membership, MLA promotes interaction between the MLA dealer and the Sourcewell member regarding their specific needs for material handling. If awarded a new contract, MLA will continue to campaign the Sourcewell program to its dealer network by actively visiting our dealers and promoting the list of Sourcewell members in their respective territory. Since 2020, MLA has averaged over 130 machine sales to Sourcewell members. It will be MLA's goal to increase sales to 200+ per year in the new contract period.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Mitsubishi Logisnext Co., Ltd. (parent company of MLA) FY2023 revenue - \$4.5B          No significant debt load carried. Supporting finance material is attached.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>MLA's US retail order market share was 10.3% for ITA class 1-5 for the 2023 calendar year.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>MLA's CA retail order market share was 6.5% for ITA class 1-5 for the 2023 calendar year.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>MLA has never petitioned for bankruptcy.</p>	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Mitsubishi Logisnext Americas is one of the world's leading manufacturers and providers of material handling solutions. In addition, we own our largest dealer (Equipment Depot) which was acquired in 2019. The sales, service and support of our three brands offered in this proposal (Cat Lift Trucks, Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks) is provided by 80 dealers in North America and over 400 forklift locations across North America. Our dealer network offers the most comprehensive customer support programs, backed by highly-trained technicians and an extensive in-stock parts availability.</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>MLA has secured all necessary licenses and certifications mandated for both its role as an employer and manufacturer of lift truck equipment. These encompass federal, state, and local licenses, as well as voluntary certifications such as ISO 9001 and ISO 14001 for manufacturing processes, and Underwriters Laboratories certifications for multiple lift truck models.</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>No suspensions or debarments have been applied to MLA during the past 10 years.</p>

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

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> <li>•Top 4 Forklift Manufacturers – World Ranking 2022/2023 - #3 (Jungheinrich AG) and #4 (Mitsubishi Logisnext Co., Ltd.) (<a href="https://dhf-magazin.com/flurfuerderzeuge/kommentare-weltrangliste-2022-2023/">https://dhf-magazin.com/flurfuerderzeuge/kommentare-weltrangliste-2022-2023/</a>)</li> <li>•AGV Product of the Year for the Jungheinrich® EKX 516ka / 516a Automated Turret Truck series by Material Handling Product News Readers' Choice Awards in 2023 (<a href="https://www.materialhandling247.com//article/materials_handling_24_7_readers_choice_products_of_the_year_2023_winners_announced">https://www.materialhandling247.com//article/materials_handling_24_7_readers_choice_products_of_the_year_2023_winners_announced</a>) (<a href="https://www.materialhandling247.com/product/jungheinrich_ekx_516ka_516a_automated_turret_truck">https://www.materialhandling247.com/product/jungheinrich_ekx_516ka_516a_automated_turret_truck</a>)</li> <li>•Ken Barina recognized as a 'Most Admired CEO' by the Houston Business Journal in 2023 (<a href="https://www.logisnextamericas.com/en/logisnext/news/articles/logisnext/2023/mla-president-ken-barina-honored-for-visionary-leadership-material-handling-industry">https://www.logisnextamericas.com/en/logisnext/news/articles/logisnext/2023/mla-president-ken-barina-honored-for-visionary-leadership-material-handling-industry</a>) (<a href="https://www.bizjournals.com/houston/news/2023/06/28/2023-most-admired-ceos-honorees.html">https://www.bizjournals.com/houston/news/2023/06/28/2023-most-admired-ceos-honorees.html</a>)</li> <li>•Mitsubishi Logisnext Americas awarded "Top Workplaces" 2021 by the Houston Chronicle (<a href="https://www.logisnextamericas.com/en/logisnext/news/articles/logisnext/2021/logisnext-awarded-top-workplaces">https://www.logisnextamericas.com/en/logisnext/news/articles/logisnext/2021/logisnext-awarded-top-workplaces</a>) (<a href="https://www.bizjournals.com/houston/news/2023/06/28/2023-most-admired-ceos-honorees.html">https://www.bizjournals.com/houston/news/2023/06/28/2023-most-admired-ceos-honorees.html</a>)</li> <li>•Houston American Marketing Association Crystal Award for Jungheinrich® Safety Campaign - 2021</li> </ul>
20	What percentage of your sales are to the governmental sector in the past three years	0.41% of all MLA sales.
21	What percentage of your sales are to the education sector in the past three years	0.12% of all MLA sales.
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?	<p>Sourcwell:</p> <p>2023 - 138 units 2022 - 164 units 2021 - 167 units</p> <p>AB InBev:</p> <p>2023 - 79 units 2022 - 24 units 2021 - N/A</p> <p>Distributors Solutions:</p> <p>2023 - 16 units 2022 - 17 units 2021 - 22 units</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None.

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Alachua County Public Works	Gerald Bailey	386-462-1975
Red Rock Correction Center	Dawn Pilot	520-464-3898
Texas Department of Criminal Justice	Libby Moore	936-437-7068

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

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Toronto	Government	ON - Ontario	15 Electric, Diesel and Gas Forklift Trucks	\$31,894 - \$219,292	\$630,933.37
Northside ISD	Education	Texas - TX	8 Electric, Diesel and Gas Forklift Trucks	\$7,719 - \$72,128	\$79,847.32
Pasadena ISD	Education	Texas - TX	7 Electric, Diesel and Gas Forklift Trucks	\$29,246 - \$126,977	\$193,121.83
State of Michigan	Government	Michigan - MI	7 Electric, Diesel and Gas Forklift Trucks	\$29,312 - \$69,864	\$223,150.26
Fresno City College	Education	California - CA	7 Electric, Diesel and Gas Forklift Trucks	\$219,667.19	\$219,667.19

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

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

Line Item	Question	Response *
26	Sales force.	MLA's sales force includes employees dedicated to the company, along with sales management and representatives from our dealer network, covering all of North America. MLA focuses on selling material handling equipment through dealer network to end customers. The sales team at MLA consists of 7 Regional Sales Managers, 2 Major Account Managers, 5 Warehouse Product Consultants, and a General Manager of North America Dealer Sales, who support our dealer sales efforts. The MLA dealer network serves its local customer base within assigned territories, with around 2,334 dealer sales representatives and 215 dealer sales managers selling our products and services across North America.
27	Dealer network or other distribution methods.	MLA predominantly distributes and services its products through a dealer network spanning 567 locations across North America. Each of these locations is staffed with fully dedicated and trained representatives who specialize in selling and supporting the machines outlined in this RFP.
28	Service force.	MLA's service force includes both company employees and about 5,500 trained technicians within our dealer network, spanning North America. MLA technicians undergo 12 hours of online training before attending any instructor-led classes. Subsequently, they must pass two 3-4 day certification courses to attain basic certification. Beyond that, there are three additional levels of certification, each requiring 2-3 instructor-led classes. All technician training is meticulously tracked within our system, and dealers receive increased warranty reimbursement rates based on the number of trained technicians and their certification levels.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The ordering process will take place at the dealer level. The dealer will verify through the latest Sourcwell member list to ensure that the customer is a Sourcwell member first. MLA provides the dealer with a drop-down selection for the Sourcwell Promotion Discount in their quoting system that will automatically calculate the proper discounting for that particular MLA model. The dealer is also instructed to include the MLA contract number for Sourcwell in the quote for further clarity. MLA reviews all Sourcwell order submissions to ensure that the customer is a Sourcwell member and that the proper discounting was used per the proposed contract.



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.	As the majority of material handling equipment servicing occurs at the customer's location, all our dealers are equipped with field service vehicles containing specialized tools and parts to conduct the majority of repairs on-site. Most dealers can respond within 4 hours, with some offering a guarantee of free service for the first hour if they fail to arrive on time. Our dealers provide a range of maintenance plans tailored to our customers' needs, including Time and Material, Planned Maintenance programs based on the guidelines outlined in the Operator and Maintenance Manual supplied with the machine, and Total Maintenance and Repair options. Typically, parts are necessary during routine maintenance or machine repairs. MLA is the sole manufacturer offering a "Parts Fast or Parts Free Guarantee," supported by our 97.6% fill rate. Our fill rate calculation differs from other OEM's. For example: if a customer orders 10 items on one parts order and we only ship 9, we get a 0% fill rate because all 10 parts are required to complete the repair.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	MLA is prepared, capable, and dedicated to delivering the utmost support for the products and services outlined in this RFP to all Sourcewell members across the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	MLA is prepared, capable, and dedicated to delivering the utmost support for the products and services outlined in this RFP to all Sourcewell members throughout Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas in the United States or Canada that MLA will not be servicing should we be awarded a contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no participating entities MLA will not be servicing through this proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions for the participating entities of Alaska, Hawaii or the US territories.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	After being awarded the Sourcewell contract, MLA plans to promote it through our e-newsletter, Dealer News. The announcement will be sent to all dealer sales personnel, detailing the benefits of the new agreement. While MLA has had success with Sourcewell in the past, we see an opportunity to boost sales further through the program. Our focus will be on educating dealers and sales personnel about its advantages, including a special audio-video training presentation covering topics such as member list downloads, enrollment procedures, quoting methods, required documentation, and order tracking. We'll also analyze Sourcewell sales volumes for the past 4 years and provide extra support to dealers who haven't met acceptable levels. Additionally, MLA's 7 Regional Sales Managers (RSMs) will support Sourcewell in fulfilling material handling equipment purchases and providing products support services, serving as the frontline contacts for our dealer network. To enhance our success, we'll invite Sourcewell's Contract Administrator to our HQ in Houston, TX, to present the program to our RSMs and Major Account representatives during one of our regular Sales Team meetings.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MLA operates dedicated websites for Cat Lift Trucks, Mitsubishi Forklift Trucks, Jungheinrich Lift Trucks, and The Parts Store, providing Sourcewell members access to specifications, features, and benefits of our full range of lift trucks. Members can download brochures, find nearest dealer, and watch customer testimonials. The Parts Store is e-procurement friendly, enabling Sourcewell members to purchase parts directly from MLA around the clock. Additionally, our Marketing Team consistently enhances the metadata and SEO of our sites to boost search rankings. We maintain an active presence on social media platforms including LinkedIn, Facebook, YouTube and X.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell understands the concerns and needs of its members better than anyone. We expect Sourcewell to utilize this understanding to help bridge communication gaps that may arise during the sales process. Often, a phone call or email directly from Sourcewell can resolve issues or provide answers to questions. We encourage the continuation of Sourcewell "U" whenever possible, as these have proven beneficial in educating our dealer network. Utilizing Sourcewell Contract Administrator for training sessions is also crucial. MLA intends to capitalize on the contract and reinvigorate the Sourcewell program by enhancing training efforts with our dealer sales teams. We will allocate time during dealer and sales meetings to discuss our Sourcewell contract and how to effectively leverage it to support Sourcewell members.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	MLA employs a robust Microsoft Customer Relationship Management (CRM) tool for quoting and order submission. Within our dealer network, the CRM is utilized to generate quotes for Sourcewell members locally. Upon issuance of a purchase order by the Sourcewell member, the quote is seamlessly converted to an order within our CRM. Subsequently, the dealer electronically transmits the order to MLA for fulfillment.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MLA offers optional comprehensive equipment maintenance training programs online and also hands-on training in the Houston training center. There is no charge to Sourcewell members for the online training. The cost for the hands-on training in Houston would be determined by the course.  According to the Federal Occupational Safety and Health Administration (OSHA) states in Section 1910.178 (l) (i) that: "The employer shall ensure that each powered industrial truck operator is competent to operate a powered industrial truck safely, as demonstrated by the successful completion of the training and evaluation specified in this paragraph." To support this requirement MLA dealers provide Lift Truck operator training classes for our customers. To maintain consistency in the training materials MLA supplies standardized training materials to our dealers. All training materials are complainant with OSHA regulations according to the Department of Labor Code of federal regulations. Some items covered are; lift-truck fundamentals, general rules of the road, pre-operational inspection and stability, balance, and capacity. Due to the variety of training programs offered and local factors, the cost would be determined on a site by site basis.

41	Describe any technological advances that your proposed products or services offer.	<p>Energy Efficiency (2 Shifts, 1 Charge) An industry-exclusive for North America, the “2 Shifts, 1 Charge” Program guarantees that several key Jungheinrich order pickers, reach trucks, turret trucks and electric pneumatic tire models will run for two full shifts on one battery charge – with no interim charging, no battery changing and no additional charging equipment needed. MLA is able to offer this through Jungheinrich’s unique design to retain high levels of energy efficiency and reduce energy consumption through the use of highly efficient motors and optimized controllers.</p> <p>Advanced AC Technology Jungheinrich developed the first 3-phase AC technology over 20 years ago and has been relentlessly improving the technology ever since. This includes regenerative technology that reclaims power from a number of different truck activities including switchback, foot brake, controlled rollback and lifting/lowering in order to recirculate power back to the battery for longer runtimes. This advanced technology is integrated into Jungheinrich’s forklift product line, delivering: -Low energy consumption -Reduced maintenance -Longer run times -Increased lift and travel speeds</p> <p>Lithium-Ion Technology A majority of MLA’s electric forklifts have a lithium-ion battery option that can be included from the factory. This allows the electric forklift to run three times longer and get more power with 20 percent less energy consumption compared to a conventional lead-acid battery. The benefits include: -Greater power efficiency -Run for 24 hours a day with opportunity charging -Zero battery maintenance -No watering -No more battery exchanges -No gas emissions, odor or acidification -Longer lasting life cycles (up to 3,000) -5-year warranty on batteries -2-year warranty on chargers</p>	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>MLA remains committed to researching and adopting more eco-friendly practices to reduce the environmental footprint of forklift production, while upholding the quality, safety, and efficiency of our trucks. We continuously improve our processes for sourcing materials, assembling components, and delivering the final product. Our adherence to ISO 9001:2008 standards reflects our dedication to quality and customer satisfaction, ensuring a high standard of interaction and compliance with certification requirements. Additionally, as an ISO 14001:2004 certified facility, we meticulously establish and monitor our goals to maintain environmental compliance throughout the manufacturing process.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>MLA production locations are ISO 14001 certified. This certification relates to environmental protections used while producing the product.</p> <p>Additionally, MLA is partnered with EcoVadis. EcoVadis is a globally recognized assessment platform that rates businesses’ sustainability based on four key categories: environmental impact, labor, and human rights standards, ethics, and procurement practices.</p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>MLA has two dealers that qualify as WMBE. One is our dealer based out of Tennessee, The Bailey Company. The other is our dealer based out of Virginia, Eaheart. Both certificates are attached.</p>	*

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>MLA has one of the largest and most experienced dealer network in North America. Our dealer network consists of 500+ locations, 2,000+ sales representatives, and 5,500+ certified technicians – all focused on providing you with the proven support and service you need.</p> <p>MLA's line of electric forklifts are an energy-efficient solution for customers seeking to reduce their fleet emissions, with a complete range for both indoor and outdoor applications. This allows us to deliver electric products with longer run-times, 0% noxious emissions, and excellent energy management. (i.e. 2 Shifts, 1 Charge)</p> <p>MLA boasts unparalleled availability of replacement parts, maintaining an extensive inventory of over 99,000 SKUs valued at over \$60,000,000 to cater to our customers' needs. With six strategically positioned parts distribution centers across the United States, we fulfilled over 1,000,000 order lines last year alone. Our outstanding parts fill rate stands at 97.6% for stock orders, measured meticulously under our "Full Line, First Pick" principle. This approach ensures that any shortfall in an order, even if just one piece is missing out of ten, results in a 0% fill rate rather than a 90% fill rate. Our rigorous standards and proactive vendor management ensure that we consistently deliver top-notch parts support within our industry. So confident are we in our ability to provide the highest parts availability that we offer a Parts Fast or Parts Free Guarantee. This guarantee assures you of receiving your ordered part within 24 hours, or it's provided to you free of charge. You can find a copy of our Parts Fast or Parts Free Guarantee in the additional documents section.</p>
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**Table 9: Warranty**

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>Warranty statements are available upon request and attached to this RFP. MLA will compensate the servicing dealer for reasonable labor carried out to fulfill MLA warranty responsibilities within the warranty period specified. The warranty applies to all new MLA lift trucks purchased by the user.</p> <p>The warranty period constitutes a unified duration, during which warranty obligations are met through repairs or replacements. The standard warranty period for new MLA products is specified in the relevant warranty statement for each model and brand. Commencing from the warranty start date indicated on the delivery report, MLA warrants that every new forklift sold by MLA will be devoid of material and workmanship defects.</p> <p>Additionally, MLA offers optional Extended Powertrain Coverage and Full Warranty Coverage (Carriage to Counterweight) for up to 5-years or 10,000 hours for an added fee.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>MLA warranty does not impose usage restrictions or other limitations that adversely affect coverage. In general, this warranty requires proper and timely maintenance and periodic inspections of the lift truck as indicated in the operator's manual furnished with the lift truck.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Yes, 1.5 hour travel time for U.S. and Canadian customers.</p>
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>There are no geographic regions in the US or Canada that MLA cannot provide certified technicians to perform warranty repairs. This is achieved by our 5,500 trained dealer technicians across our extensive dealer network. In very remote locations, there may be additional cost for travel incurred.</p>
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>MLA is the manufacturer and therefor will provide warranty for every item we sell in accordance to our published warranty statement.</p>
51	What are your proposed exchange and return programs and policies?	<p>MLA is accountable for delivering a forklift devoid of material and workmanship defects. In the event of any defects or failures, MLA will initiate corrective measures in accordance with the warranty policy guidelines, striving to address the issue promptly. If resolution proves challenging, MLA may, at its discretion, consider options such as returns or exchanges.</p>
52	Describe any service contract options for the items included in your proposal.	<p>When a Sourcewell member purchases an MLA forklift, they'll have the option to purchase a maintenance plan from the respective MLA dealer. While plans differ from each dealership, the standards are Planned Maintenance (PM) and Total Maintenance and Repair (TM&amp;R).</p> <p>With a Planned Maintenance plan, the user will pay a monthly fee to have the forklift serviced at every planned maintenance interval. Replacement parts and additional fixes are not included. However, a Total Maintenance and Repair plan will cover any maintenance need, barring specific exclusions, at a flat monthly rate.</p>

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

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	MLA's payment terms are net 30 days.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	MLA is committed to providing our customers with the highest quality financial merchandising program in our industry. We provide subsidized financing through Mitsubishi Financial Services. Sourcewell members should contact the local MLA dealer for current rates and payment schedules.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	The MLA dealer network handles quoting, payment, and sales management for Sourcewell members. For qualifying customers not yet members, our dealers are equipped to assist in the application process. They are well-versed in Sourcewell contract pricing and associated discounts through our Dealer Portal website and in-person training sessions. Dealers provide quotes to members along with the Sourcewell contract number. Upon issuance of a purchase order by the member, dealers can select a pre-calculated Sourcewell promotion in their quoting system before placing the machine order with the factory, ensuring discount accuracy and aiding in tracking. Upon the forklift's arrival, the dealer conducts pre-delivery inspection and necessary preparation before delivering it to the member. During delivery, the dealer reviews operating instructions and completes warranty registration. Quarterly, MLA generates a Sourcewell report in our CRM for all Sourcewell orders shipped during that period, which undergoes accuracy auditing before submission, along with the administrative fee, to Sourcewell.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Acceptance of P-cards would be a decision made by the local MLA dealer.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each product family will have a designated percentage discount off our published list price. The total final price can include additional prices such as freight, dealer prep, attachments and in the case of electric products, batteries and chargers. The discount matrix and published price pages by brand are attached.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discount offered in this contract ranges from 29% - 36% off of published list price.
59	Describe any quantity or volume discounts or rebate programs that you offer.	MLA has setup Sourcewell pricing to be competitive in the market based on collective purchasing power of the network. In the case that a member needs high volume of trucks, exceptions can be considered based on opportunity.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	MLA is able to provide Custom Shop Modification (CSM) options for most of our products. Due to the wide range of customization possibilities and the specific needs of some customers, we address such requests individually through our MLA dealers. Your dealer will initiate a request to ensure that the desired modification can be seamlessly integrated into the truck. Following this, a price quote will be generated based on factors such as engineering, labor, materials, and other relevant considerations. The discount offered for the customized product or nonstandard option follows the same guidelines outlined in our discount matrix for the entire machine.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	These costs do not cover dealer preparation or local delivery expenses, as they vary depending on factors such as distance and regional labor costs. Additionally, attachments, battery chargers, accessories (if applicable), and their installation provided by the dealer are not included. Any applicable taxes are also not included. These costs will be collected by the selling MLA dealer.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	MLA utilizes a flat rate matrix that considers both region and forklift capacity to determine the shipping cost from the factory to our dealer. The expense for local delivery varies based on factors such as the size and weight of the machine, distance, and transportation regulations. If requested, the dealer providing the quote to the Sourcewell member can furnish details regarding factory freight and local delivery costs. Typically, most members prefer the quoted price to be FOB delivered.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our dealer in Alaska, utilizes our freight matrix and program to transport goods to Washington state before consolidating shipments and forwarding them to Alaska. Similarly, our dealer in Los Angeles utilizes our freight matrix program to transfer machines from the factory to LA, then prepares and dispatches them directly to customers in Hawaii. Canadian dealers collect machines from the factory and oversee transportation and customs arrangements for deliveries into Canada. For offshore deliveries, the process varies depending on the final destination, with dealers located in the Caribbean, Mexico, Latin America, and South America. Generally, the selling dealer is responsible for managing logistics to ensure the machine reaches the Sourcewell member.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	MLA provides a factory-direct delivery option for full container loads of select models of Cat, Mitsubishi, and Jungheinrich machines. This container program effectively reduces freight expenses and minimizes lead times.

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	MLA utilizes a completely electronic system for quoting and ordering. Dealers have a selectable, pre-calculated Sourcewell Promotion in their quoting platform that enables them to apply the special discounting to the Sourcewell member. This same system tags and identifies the promotion used. Quarterly, a report is generated from our CRM system to identify these sales based on delivery date. The invoiced amount will be provided to Sourcewell and paid in a timely manner per the contract.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Our sales analytics department provides us with a quarterly sales report that filters Sourcewell orders. We have been a supplier for Sourcewell since 2016 and routinely compare each quarter's performance from previous years.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MLA agrees to pay 2% of the factory invoice to Sourcewell as an administrative fee.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	MLA provides a comprehensive range of material handling equipment, encompassing all six classes defined by the Industrial Truck Association (ITA), including classes 1, 2, 3, 4, 5, and 6. Leveraging the unique strengths of each of our three brands, we offer products covering all six classes under the Mitsubishi Forklift Trucks brand. Additionally, Cat Lift Trucks represent classes 1, 4, and 5, while Jungheinrich is represented by classes 1, 2, and 3.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The following subcategories are listed by ITA class. Class 1; Stand-up Counterbalanced, 3-Wheel Cushion Tire, 3-Wheel Pneumatic Tire, 4-Wheel Cushion Tire, 4-Wheel Pneumatic Tire. Class 2; Low-Level Order Picker, High-Level Order Picker, Man Down Turret Truck, Man Up Turret Truck, Moving Mast Reach Truck, MultiDirectional Moving Mast Reach Truck, Pantograph Reach Truck. Class 3; Walkie Pallet Truck, Walkie End Rider, Center Control Rider, Walkie Straddle Stacker, Walkie Fork-Over Stacker. Class 4; Small IC Cushion and Mid-Size IC Cushion Tire. Class 5; Small IC Pneumatic Tire, Mid-Size IC Pneumatic Tire, Large IC Pneumatic Tire.



**Table 148: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments	
71	Class I: Electric Motor Rider Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	In three brands Cat Lift Trucks, Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks	*
72	Class II: Electric Motor Narrow Aisle Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	In two brands Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks	*
73	Class III: Electric Motor Hand Trucks or Hand Rider Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	In two brands Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks	*
74	Class IV: Internal Combustion Engine Trucks (Solid/Cushion Tires)	<input checked="" type="radio"/> Yes <input type="radio"/> No	In two brands Cat Lift Trucks and Mitsubishi Forklift Trucks	*
75	Class V: Internal Combustion Engine Trucks (Pneumatic Tires)	<input checked="" type="radio"/> Yes <input type="radio"/> No	In two brands Cat Lift Trucks and Mitsubishi Forklift Trucks	*
76	Class VI: Electric and Internal Combustion Engine Tractors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Electric only in two brands Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks	*
77	Class VII: Rough Terrain Forklift Trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	Do not offer class VII models in any brand.	*
78	Container Handlers (Reach stackers, loaded or empty container handlers)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Do not offer in any brand	*
79	Forklift, lift truck and container handler accessories, attachments to the extent that the solutions are complementary to the offering of 71-78 above	<input type="radio"/> Yes <input checked="" type="radio"/> No	Can be offered by MLA dealer	*
80	Related services complementary to the offering of the solutions described in Sections 71-78 above	<input type="radio"/> Yes <input checked="" type="radio"/> No	Can be offered by MLA dealer	*

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing.zip - Wednesday May 29, 2024 11:58:46
- [Financial Strength and Stability](#) - Finance.zip - Wednesday May 29, 2024 11:59:14
- [Marketing Plan/Samples](#) - Sourcewell Flier.pdf - Wednesday May 29, 2024 11:59:31
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE.zip - Wednesday May 29, 2024 11:59:53
- [Warranty Information](#) - Warranty.zip - Wednesday May 29, 2024 12:00:07
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - Sourcewell Contract - MLA redlines 5.29.2024.pdf - Wednesday May 29, 2024 12:00:20
- [Upload Additional Document](#) - Additional Docs.zip - Wednesday May 29, 2024 12:00:33

## 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. - Zane Padgett, Major Accounts Manager, Mitsubishi Logisnext Americas 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 obligations contemplated in the solicitation proposal.

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_2_Forklifts_Lift Trucks_RFP053024</b> Thu May 23 2024 09:20 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Forklifts_Lift Trucks_RFP053024</b> Fri April 12 2024 08:51 AM	<input checked="" type="checkbox"/>	1