



**MASTER AGREEMENT #092424**  
**CATEGORY: Tax-Exempt Municipal Leasing with Related Services**  
**SUPPLIER:**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Lease Servicing Center, Inc., NCL Government Capital, 510 22<sup>nd</sup> Avenue East, Suite 501, Alexandria, MN 56308 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:**  
**General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 15, 2028, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the Solutions identified in (Solicitation #092424) to Participating Entities. In Scope Solutions include:
  - a) Tax-exempt financing Solutions for the lease of a broad variety of assets, commodities, equipment, and improvements; and,
  - b) Related services in connection with the financing described in 7)a above, including but not limited to, delivery, end of lease, asset or contract management tools, or similar services.
  - c) Proposers may offer other financing alternatives and related services to the extent that they are complementary to 7)a and 7)b above, such as:
    - i) Fair Market Value or Buy Out Leasing, traditional financing, and commercial leasing services.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
  - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
  - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase Solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

- xi) **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 Agreement 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.
- xii) **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.
- xiii) **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.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.
- xv) **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 Agreement or any purchase by a Participating Entity.
- xvi) **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.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.
- xviii) **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.

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

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

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or



remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
- i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
- c) **Use; Quality Control.**
- i) 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.
- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement 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.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

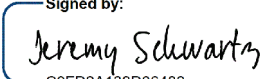
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

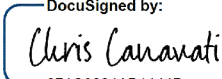
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
  
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
  
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
  
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Lease Servicing Center, Inc./  
NCL Government Capital

Signed by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 11/19/2024 | 12:55 PM CST

DocuSigned by:  
  
 By: 671C6664AB1144D...  
 Chris Canavati  
 Title: Vsecretary/Treasurer  
 Date: 11/19/2024 | 8:59 AM PST

# RFP 092424 - Tax-Exempt Municipal Leasing with Related Services

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## Vendor Details

Company Name: NCL Government Capital  
Does your company conduct business under any other name? If yes, please state: MN  
Address: 510 22nd Avenue East Suite 501  
Alexandria, MN 56308  
Contact: Katie Vangsness  
Email: katiev@nclgovcap.com  
Phone: 320-763-7600  
Fax: 320-763-7600  
HST#: 41-1979924

## Submission Details

Created On: Tuesday August 06, 2024 08:13:01  
Submitted On: Tuesday September 24, 2024 10:45:10  
Submitted By: Chris Canavati  
Email: chrisc@nclgovcap.com  
Transaction #: 2029ee0c-8101-4cb8-8001-c9815dd416d9  
Submitter's IP Address: 216.168.95.182

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Lease Servicing Center, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	NCL Government Capital
4	Provide your CAGE code or Unique Entity Identifier (SAM):	9FH66
5	Provide your NAICS code applicable to Solutions proposed.	522220
6	Proposer Physical Address:	510 22nd Avenue East Suite 501 Alexandria, MN 56308
7	Proposer website address (or addresses):	www.nclgovcap.com
8	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):	Chris Canavati Secretary/Treasurer 510 22nd Avenue East, Unit 501, Alexandria, MN, 56308 Chrisc@nclgovcap.com 320-763-7600
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Chris Canavati Secretary/Treasurer 510 22nd Avenue East, Unit 501, Alexandria, MN, 56308 Chrisc@nclgovcap.com 320-763-7600
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Katie Vangness Senior Account Executive 510 22nd Avenue East, Unit 501, Alexandria, MN 56308 Katiev@nclgovcap.com 320-763-7600  Blake Steinbring Director of Marketing 510 22nd Avenue East, Unit 501, Alexandria, MN 56308 Blakes@nclgovcap.com 320-763-7600

**Table 2A: Financial Viability and Marketplace Success (50 Points)**

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Lease Servicing Center, Inc. (LSC) was founded in July 2000 by Mitri and Chris Canavati with a mission to provide innovative leasing solutions that empower both our people and customers to succeed. From day one, we have been guided by three core principles that continue to define our business:</p> <ul style="list-style-type: none"> <li>*Focus on the success of our people, nurturing a culture of continuous learning and improvement.</li> <li>*Focus on the success of our customers, delivering tailored solutions that meet their evolving needs.</li> <li>*Collaborate with the best funders and vendors in the industry, ensuring we provide exceptional value and service.</li> </ul> <p>In August 2000, LSC solidified its focus on the government sector through a strategic partnership with the North Central Service Cooperative, now Sourcewell. This collaboration led to the creation of National Cooperative Leasing (NCL), a dedicated division that specializes in providing tailored leasing solutions for government and other qualified markets. National Cooperative Leasing (NCL) rebranded to NCL Government Capital in 2019 to reflect our focus in the government sector. In the past 24 years our partnership with Sourcewell has empowered us to build a deep expertise in government finance, enabling us to deliver industry-specific solutions to Sourcewell's Vendors and Members.</p> <p>Our business is driven by a set of core values that shape everything we do:</p> <p><b>Integrity:</b> We uphold the highest standards of transparency, honesty, and accountability, ensuring that we consistently act in the best interest of our customers and partners.</p> <p><b>Trust and Loyalty:</b> Long-term relationships are the cornerstone of our business. We foster trust and loyalty with every partner, ensuring mutual success.</p> <p><b>Excellence:</b> We constantly push the boundaries of what's possible, seeking innovative ways to enhance our services and deliver results that exceed expectations.</p> <p><b>Partnership:</b> Collaboration is at the heart of what we do. We work closely with our partners to drive growth, adapt to new challenges, and achieve shared success.</p> <p><b>Creativity:</b> We thrive on solving complex problems with fresh, innovative solutions, making sure we meet the unique needs of each customer.</p> <p><b>Humility:</b> We are lifelong learners. We seek feedback, remain open to change, and continuously strive for improvement, learning from both our successes and challenges.</p> <p>These values are reflected in our long-term partnerships and our commitment to delivering outstanding leasing services. Over the past two decades, our deep collaboration with Sourcewell has allowed us to continuously refine our approach, ensuring that we offer efficient, customer-centric solutions tailored to the specific requirements of government agencies and other markets.</p> <p>As we look to the future, NCL remains committed to innovation, excellence, and collaboration, ensuring that our solutions continue to deliver exceptional value to our partners, Sourcewell, and its Members.</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award, NCL Government Capital has several key expectations to continue building on the success of our long-standing partnership with Sourcewell:</p> <ol style="list-style-type: none"> <li>1. Continued Growth in Collaboration and Partnership with Sourcewell</li> </ol> <p>For 24 years, NCL has been a trusted partner of Sourcewell, contributing to the success of multiple initiatives. As sponsors and presenters at Sourcewell Universities, H2O events, and collaborative projects including but not limited to the Electrification Coalition, AASA (School Superintendents Association), and Smart Cities, we have played a critical role in advancing cooperative purchasing. Our membership in the National Cooperative Procurement Partners (NCP) further reflects our commitment to growing cooperative purchasing.</p> <p>"NCL Government Capital is a vital member for the National Cooperative Procurement Partners. In the Association's efforts to provide educational content on cooperative procurement, NCL GovCap has served as a co-presenter and panelist for in-person presentations and webinars to assist in these efforts. Their knowledge of the industry, and partnerships with key suppliers who sell through cooperative contracts, has been invaluable." Tammy Rimes MPA, Executive Director, National Cooperative Procurement Partners</p> <p><b>Expectations:</b> We anticipate continuing to expand this partnership by participating in even more initiatives that promote Sourcewell's mission and strengthen the value we</p>



provide to its Members and Vendors. This includes increased engagement at trade shows and events, where we can further promote the benefits of cooperative purchasing.

## 2. Collaboration and Partnership with Sourcwell Vendors and Sales Channels

At NCL, we believe our success is intrinsically linked to the success of Sourcwell Vendors. Over the last five years, we have delivered over 500 training sessions with Sourcwell Vendors and their Dealer/Distribution channels, helping them leverage NCL's competitively bid and awarded Sourcwell financing solutions to secure more Sourcwell opportunities. These sessions have resulted in measurable successes, driving growth for both Sourcwell Vendors and Sourcwell Members.

"At Global Environmental Products, Inc., our partnership with NCL Government Capital has been a cornerstone of our success with Sourcwell." Chad Bormann - Global Environmental Products, Inc. (Sourcwell Contract# 093021-GEP)

Expectations: As more vendors recognize the value of combining their Sourcwell contracts with NCL's Sourcwell contract, we expect to increase the number of training sessions and enhance vendor outcomes. This growth will directly contribute to increased contract performance and higher levels of member satisfaction.

## 3. Continued Success in Helping Sourcwell Members Achieve Their Goals

NCL's partnership with Sourcwell has yielded remarkable results. From 2015-2019, we financed \$46 million in leasing and financing for members. During the 2020-2024 period, that volume surged to \$207 million, representing a 350% increase. This is an achievement NCL is very proud of considering it was during this time that the COVID-19 pandemic struck. Even in this difficult time, NCL provided Sourcwell Members and Vendors with the consistent service and solutions they were used to. A graph to representing our growth has been included in the document upload section (FOLDER: MARKETING/NCL DOCS AND GRAPHICS ATTACHMENT #1). According to the Association of Government Leasing, the finance industry experienced a significant slowdown in funding opportunities in 2022 and 2023 due to several COVID-related factors. Rising interest rates made new financing less attractive, while many agencies received substantial funding through CARES Act, ARPA, and other stimulus programs, reducing the immediate need for financing. Additionally, widespread supply chain disruptions caused delays of over two years for essential equipment and projects, further dampening demand for financing. These challenges impacted the entire industry, including NCL( as you will see on the graph referenced above). However, as stimulus funds have been depleted, interest rates stabilize, and supply chains recover, 2024 has seen a robust rebound in the financing activity. This resurgence reflects both the renewed need for funding and the return of delayed projects to the forefront, driving strong demand for NCL's financing solutions.

Expectations: In the next contract period, we anticipate surpassing this achievement, continuing to help members secure the assets they need while providing them with maximum budget flexibility. Our goal is to continue driving significant growth in financing volume and ensuring member agencies benefit from our tailored solutions.

## 4. Innovation and Evolution of Products and Services

NCL's success isn't solely about volume; it's about continuously innovating to meet the changing needs of Sourcwell members. We have introduced a variety of creative financial instruments, including Government Obligation Contracts, Tax-Exempt Municipal Leases, and extended terms for long-life assets. Our Vendor Buyback programs and Interest-Bearing Escrow Accounts have provided significant value to Sourcwell members, especially during times of supply chain disruption.

Expectations: Moving forward, we plan to continue innovating, with a focus on new financial products tailored to green energy initiatives, longer-term financing options, and technology platforms offering real-time analytics to enhance the purchasing experience. Our goal is to stay ahead of market trends and offer even more flexible, value-driven solutions.

## 5. Compliance with Contract Terms

NCL remains committed to fully adhering to all terms and conditions of the awarded contract. This includes maintaining transparent pricing, ensuring seamless contract execution, and providing timely performance tracking and reporting to Sourcwell. We are also committed to actively promoting Sourcwell contracts through targeted marketing, tradeshow participation, and other initiatives to ensure that member agencies are fully aware of the benefits available to them.

Expectations: We will continue to provide clear and consistent pricing in compliance with the submitted structures, ensuring that every aspect of the contract is executed

		<p>efficiently and in alignment with Sourcewell's expectations. Our robust tracking and reporting mechanisms will ensure ongoing accountability and transparency.</p> <p>6. Alignment with Sourcewell's Mission</p> <p>At the core of our work is a shared mission with Sourcewell—to empower member agencies by providing streamlined, efficient, and cost-effective purchasing solutions. By offering innovative financing options, we help members maximize their budget flexibility, acquire needed assets without delay, and streamline their procurement processes.</p> <p>Expectations: We will continue aligning our services with Sourcewell's goals, ensuring that our financing solutions deliver value, efficiency, and innovation, furthering the mission to empower Sourcewell members to procure what they need with minimal hassle.</p>
13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. <b>DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</b></p>	<p>NCL Government Capital, a division of Lease Servicing Center, Inc., is a privately held leasing company that has been in continuous operation since July 2000. Over the past 24 years, we have successfully financed nearly \$1 billion in products and services, ranging in transaction size from \$500 to \$30 million. This track record clearly demonstrates our financial strength and our ability to meet the diverse needs of Sourcewell members and vendors.</p> <p>Banking and Funding Partners:</p> <p>Lease Servicing Center, Inc is a privately held company. As such, we only provide our financial statements to our banks. That being said, our financial strength is further supported by our robust relationships with top-tier banking partners. These partners, with combined assets of nearly \$1 trillion, play a critical role in ensuring that NCL has the liquidity necessary to fund even the largest leasing transactions. We rely on these partnerships to provide the financial backing for all leasing transactions, ensuring that we can continue to meet the evolving needs of Sourcewell members.</p> <p>Letters of reference from our key banking partners are included in the document upload section, (FOLDER: FINANCIAL STABILITY ATTACHMENTS #1-3) further attesting to our financial stability. Below is a list of our current banking partners and their primary contacts who can be reached for further reference if needed.</p> <p style="padding-left: 40px;">Kansas State Bank – Bradley C. Buhrow – (602)-393-6955  Santander – Bruce Block – (631)-531-0626  Minnwest Bank – Sherri Schueller - (507)-637-4314  Capital One Public Funding, LLC – Mark J. Brown - (501)-366-2387  Huntington National Bank – David A. Zapata - (914)-806-6915</p> <p>Financial Summaries of Funding Partners:</p> <p>We have also provided financial summaries of our banking and funding partners in the document upload section (FOLDER: FINANCIAL STABILITY ATTACHMENT #4). These summaries highlight the strength and capacity of our partners, ensuring confidence in our ability to fulfill our funding commitments.</p> <p>For additional information, financial details about our funding partners are available on <a href="http://www.ibanknet.com">www.ibanknet.com</a>.</p>
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>In the U.S. market for tax-exempt municipal leasing, NCL's expected volume for 2024 is projected at \$75 million, representing approximately 1.875% of the total U.S. market. This is based on the Association of Government Leasing and Financing (AGLF) report, which estimates an annual volume of \$4 billion in tax-exempt municipal leases.</p> <p>This marks significant growth from our position in 2019, when our market share stood at 0.75%. In the five years since, we have more than doubled our share of the U.S. Government Leasing market. This growth is a testament to our concerted efforts to train Sourcewell Vendors on integrating leasing and financing solutions into their proposals. By providing vendors with tools like the NCL proprietary calculator and lease proposal generator "QuoteNow", we have made it more convenient and efficient for them to offer competitive finance options with every opportunity.</p> <p>Looking forward, NCL expects continued growth as we further enhance our tools, deepen relationships with Sourcewell Vendors, and expand our presence in the U.S. government leasing market. Our focus remains on equipping vendors with the knowledge and resources they need to drive success, which in turn allows us to capture an even greater share of the market.</p>

15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>The Canadian market for leasing solutions is vast, with an estimated total annual volume of approximately \$13 billion, covering both the commercial and industrial sectors. However, specific data isolating the share of government leasing within this figure is not available.</p> <p>NCL has made a concerted effort to penetrate the Canadian government leasing market. We have submitted multiple proposals to government agencies across Canada, but we have yet to secure an award. The competitive landscape is largely dominated by Canadian banks, which are highly motivated to secure government business due to its stability and low-risk nature.</p> <p>While our market share in Canada remains minimal at this stage, our ongoing efforts and strategic partnerships with Canadian banks position us well to secure future opportunities. We continue to build relationships, refine our proposals, and adjust our approach to better meet the specific needs of Canadian government entities. As we gain traction in this space, we expect to carve out a meaningful share of the Canadian government leasing market.</p>
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>Lease Servicing Center has never filed for bankruptcy.</p>
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</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>B</p> <p>NCL is best described as a service provider.</p> <p>NCL Government Capital maintains an expansive and robust network of relationships with Sourcewell Vendors, which includes thousands of salespeople offering our leasing and financing services to their Sourcewell customers. These salespeople are not employees of NCL but are an integral part of delivering our financing solutions.</p> <p>Sales and Service Force:</p> <p>Our sales and service teams work closely with these external salespeople, ensuring they are equipped with the tools and knowledge to effectively promote our financing solutions. We provide comprehensive training sessions tailored to Sourcewell Vendors' sales teams, focusing on how to integrate leasing and financing into their sales conversations. These training efforts include:</p> <p>In-person training: In the last contract period, NCL Account Executives performed over 100 in-person training and 57 public speaking engagements. These were conducted nationwide to familiarize salespeople with the benefits of combining Sourcewell contracts with NCL's financing solutions. A sample of our training presentation has been included in the document uploads (FOLDER: MARKETING ATTACHMENT #3)</p> <p>Webinars and recorded sessions: In the last contract period, NCL Account Executives performed over 350 live training webinars for Sourcewell Vendors and their sales teams. In addition, recorded versions of the webinars are available in the NCL Vendor Portal. Sales teams can access these resources at their convenience, ensuring continuous education even after the initial training.</p> <p>Dealer Network:</p> <p>Our dealer network is extensive, and we ensure that the partnership is mutually beneficial. By training and empowering the sales teams within our dealers' organizations, we help them drive more business through Sourcewell's cooperative purchasing contracts. This arrangement allows Sourcewell customers to access complete, turnkey competitively bid solutions— competitively bid products bundled with competitively bid financing options that simplify the procurement process and ensures the process is compliant.</p> <p>The strength of our relationships with the vendors' sales teams ensures broad coverage of our leasing services across multiple asset types and geographic regions, which directly supports the mission of Sourcewell. These salespeople act as an extension of our team, offering NCL's solutions to customers while being supported by our dedicated service and account management staff.</p> <p>By leveraging these relationships, we ensure that the leasing and financing solutions we offer are easily accessible to Sourcewell members, delivered by knowledgeable sales teams, and supported by a seamless service experience from NCL</p>

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	There are no licenses and certifications required to be held by organizations in pursuit of the business contemplated by this RFP.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>In 2019, NCL Government Capital and its owner, Chris Canavati, were honored with the Sourcwell Legendary Leadership Award. This prestigious recognition underscores NCL's ability to adapt and fully embrace the Sourcwell cooperative purchasing way of doing business.</p> <p>The Legendary Leadership Award highlights the level of individual leadership and influence required to lead multiple channels within a company through the complex transformation of aligning a traditional business culture with the national cooperative purchasing approach. Under Chris Canavati's leadership, NCL successfully redirected internal processes, developed innovative solutions, and presented strong justifications for cooperative purchasing, making NCL a trusted and highly effective partner within the Sourcwell network.</p> <p>NCL's proven track record of collaboration and innovation, recognized through this award, demonstrates our deep commitment to supporting Sourcwell's mission. We continue to work closely with Sourcwell Vendors and members to deliver financing solutions that streamline procurement and deliver exceptional value.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	80% of our sales are to the Government sector.	*
22	What percentage of your sales are to the education sector in the past three years?	11% of our sales are to the Education sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>NCL holds a contract exclusively with Sourcwell and has strategically declined opportunities to respond to other cooperative purchasing agreements. This approach allows NCL to maintain laser focus on its partnership with Sourcwell and to align its mission closely with Sourcwell's objectives.</p> <p>Sales Volume for Sourcwell by Contract Period:</p> <p>2015 - 2019: \$46 million 2020 - 2024: \$207 million</p> <p>This significant growth in sales volume reflects NCL's focused strategy and deep commitment to its Sourcwell partnership.</p>	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not currently hold a GSA contract, or any others mentioned.	*

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three (3) customers who are eligible to be Sourcwell participating entities. If your company can serve Canada, include at least one (1) Canadian reference.

Entity Name *	Contact Name *	Phone Number *	
Hampton County, SC	Lavar Youmans	803-914-2100	*
City of Jersey City, NJ	Martin J. Valenti	201-547-5681	*
Wappingers Central School District	Barbara Mackson	845-298-5000	*

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

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.	<p>NCL Government Capital's direct sales team is led by a Vice President of Sales and consists of five vertical-specific Account Managers who focus on strategic sectors: Information Technology, Park and Recreation, Public Works, Fleet and Heavy Equipment, and Public Safety. These Account Managers are stationed primarily at NCL's Alexandria, Minnesota headquarters, with one based out of Denver, Colorado, and they manage nationwide territories. Each Account Manager dedicates 100% of their time to supporting Sourcewell, its Vendors, and Members by providing targeted expertise within their verticals.</p> <p>To ensure that Sourcewell Vendors and Sourcewell Members receive comprehensive support, our Account Managers travel extensively across the country to work with vendors, dealers, and customers directly. This allows for in-person assistance, training, and troubleshooting to ensure all parties are maximizing the benefits of Sourcewell's cooperative purchasing contracts.</p> <p>Extended Sales Network Through Sourcewell Vendors:</p> <p>In addition to NCL's direct sales force, we leverage a powerful network of over 10,000 salespeople, who are employees of Sourcewell Vendors and their own dealer networks. These individuals have been trained by NCL to offer Tax-Exempt Municipal Leasing as a key financing solution, seamlessly integrated with the Sourcewell cooperative purchasing contracts. This collaboration with Sourcewell Vendors greatly amplifies NCL's reach and ensures that members across Sourcewell's various sectors (state and local government, education, and non-profit) have access to competitive financing options.</p> <p>Partner Vendor Networks:</p> <p>Here are a few examples of Sourcewell Vendor dealer networks that NCL has partnered with and trained:</p> <p>Zetron: 43 dealers with over 400 salespeople trained to include a competitively bid financing solution to their customers.</p> <p>Rosenbauer: 27 dealers with over 300 salespeople trained to include financing as part of their turnkey solution.</p> <p>Sany America: 18 dealers with 150 salespeople trained to include a competitively bid financing solution to their customers.</p> <p>Johnson Controls: Over 1,000 salespeople offering NCL's leasing solutions to their customers.</p> <p>Mitel: Over 300 dealers with 1,400 salespeople trained to present NCL's financing as part of their turnkey solutions.</p> <p>Sharp: Over 375 dealers with 1,500 salespeople offering NCL's financing solutions.</p> <p>International Trucks: Over 125 dealers with 500 salespeople delivering NCL financing as part of their product offering.</p> <p>Federal Signal: Over 40 dealers with 200 salespeople equipped to offer NCL's municipal leasing services.</p> <p>Sewer Equipment Company: Over 30 dealers with 150 salespeople trained to provide NCL's financing solutions to government entities.</p> <p>"In advance of the signed agreement between the two parties, NCL, on several occasions provided all Zetron staff with in-person training at our Northeast Partner Summit. With the allotted time NCL was given at our meetings, they were able to provide our sales staff and partners with expertise advice on how to utilize our agreement to it's full potential." Sophie Kather - Director, Business Operations, Zetron (Sourcewell Contract #042021-ZET)</p> <p>"Jake and NCL Government Capital are valuable extensions of our sales team. They truly have been a sales multiplier for us at International." - Bob Mann, VP &amp; Assistant General Manager (Sourcewell Contract #060920-NVS)</p> <p>"We believe that the success of the sales of our product, as well as, to a degree</p>

how well Sourcewell does is directly related to NCL and their efforts to make the sales process as simple as possible.” Doug Peters, Regional Sales Manager – Zamboni Company (Sourcewell Contract #120320-FZC)

Training and Support:

NCL offers customized training programs designed for different levels of the vendor organization:

Executive-Level Training: Focused on strategic advantages of cooperative purchasing and financing solutions.

Regional Sales Training: Ensures sales teams understand how to incorporate leasing and financing options to win more business.

Dealer-Level Training: Tailored for dealer sales teams to present NCL's financing as a competitive advantage for Sourcewell members.

By providing extensive training and equipping sales teams with the tools needed to offer financing solutions, NCL ensures that all Sourcewell Members can access customized leasing options that meet their procurement needs. Since the award of our current Sourcewell contract, NCL has delivered over 500 documented trainings to Sourcewell Vendors. This collaboration with Sourcewell Vendors extends NCL's presence nationwide and allows us to serve members in every geographic region and sector.

<p>27</p>	<p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p>	<p>NCL Government Capital's dealer network is primarily composed of Sourcewell Vendors and their respective dealer networks. As Sourcewell continues to grow by awarding new contracts to vendors, NCL's dealer network expands correspondingly, enabling us to support an increasing number of Sourcewell Members.</p> <p>The foundation of NCL's business model is based on synergy, where the combined strength of NCL and Sourcewell Vendors exceeds the sum of individual parts. This collaborative approach enables us to deliver turnkey, competitively-bid financing solutions to a wide range of government, education, and nonprofit sectors.</p> <p>"Diamond Mowers is a proud long time awarded Sourcewell contract holder and pairing NCL's financing with our full product offering has given our loyal customers a smooth and easy approach to get the trusted equipment they need. Diamond's decision to partner with NCL was heavily influenced by their municipal funding solutions and their competitively bid financing through their awarded Sourcewell contract. Cora Boesl with NCL provided an in-depth training around their flexible, customized financing solutions at Diamond's 2024 National Sales Meeting at in Le Center, MN. NCL has made the financing process seamless, and we look forward to continuing our relationship." - Dacotah Buum, Diamond Mowers (Sourcewell Contract #070821-DMM)</p> <p>NCL currently has 27 operating agreements in place with Sourcewell awarded contract holders. The operating agreement designates NCL as their preferred finance provider. These Sourcewell Vendors recognize the value of partnering with NCL, incorporating our leasing and financing solutions into their organizations to provide comprehensive offerings for Sourcewell Members.</p> <p>Additionally, NCL has established relationships with many Sourcewell Vendors outside of an operating agreement. Since the award of our current Sourcewell contract, NCL has touched over 100 Sourcewell contract holders through our direct training and education opportunities. This does not include the Sourcewell contract holders that attend the various Sourcewell events throughout the year that NCL attends and provides a presentation (Sourcewell University and H20, etc.) Since our current Sourcewell contract award, NCL has provided financing to customers representing over 300 suppliers (Sourcewell Contract holders and their dealer networks).</p> <p>With over 10,000 salespeople involved across Sourcewell Vendors and their dealer networks, NCL's financing solutions are offered through an extensive national footprint. Our network is strategically located across all geographic regions, serving every member sector and equipment vertical. This nationwide reach allows NCL to provide flexible, tailored financing solutions to Sourcewell Members across sectors ranging from education and public safety to infrastructure and transportation.</p> <p>NCL's success in building and maintaining these relationships is a direct testament to the trust and value Sourcewell Vendors place in our financing services. The collaborative approach we take, from training and onboarding to execution, ensures that both the vendors and their customers benefit from streamlined, competitive leasing options.</p> <p>Training and Onboarding for Vendor Sales Teams:</p> <p>NCL has developed a customized training and onboarding process for Sourcewell Vendors and their dealer networks. This training includes:</p> <ul style="list-style-type: none"> <li>Executive-Level Training: Focused on educating vendor leadership about the strategic advantages of leveraging NCL's financing solutions.</li> <li>Regional Sales Training: Ensures that regional sales teams understand how to integrate financing into their offerings to increase sales opportunities.</li> <li>Dealer-Level Training: Tailored for dealer sales teams, helping them articulate the benefits of NCL's financing to customers as part of a turnkey solution.</li> </ul> <p>Through these training programs, NCL empowers vendor sales teams to utilize our financing capabilities effectively, which in turn helps Sourcewell Members get exactly what they need, when they need it. This collaborative approach helps vendors deliver a competitive, value-driven solution to their customers, improving contract performance across the board.</p>
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28	Service force.	<p>Our dedicated service force at NCL is structured into specialized departments to ensure smooth and efficient handling of Sourcewell-related transactions. Here's how our service force operates:</p> <p>1. Credit, Documentation, and Funding Team:</p> <p>NCL has dedicated teams that handle credit approval, transaction documentation, and funding specifically for Sourcewell Vendors and Members. Their primary responsibilities include:</p> <p>Credit approval: Working on transactions to secure necessary credit approvals.</p> <p>Documentation: Preparing all necessary documentation for approved transactions to ensure compliance with both NCL and Sourcewell guidelines.</p> <p>Funding: Ensuring timely funding to the vendor once all conditions are met and the transaction is complete.</p> <p>These teams spend 100% of their time focused on the products and services outlined in Sourcewell RFPs, ensuring they deliver seamless support throughout the financing process.</p> <p>2. Member Service Team:</p> <p>Our Member Services Team is responsible for managing all interactions with Sourcewell Members, offering tailored solutions to meet their specific invoicing and account management needs. They ensure:</p> <p>Customized invoicing: Adjusting invoices to comply with each member's requirements, ensuring smooth payment processes.</p> <p>Compliance with payment procedures: Working closely with Sourcewell Members to guarantee that invoicing procedures meet their specific needs, allowing for timely payments.</p> <p>Customer support: Fielding calls and addressing any inquiries from Sourcewell Members about their accounts, ensuring excellent customer service.</p> <p>This structure ensures that NCL's service force is well-equipped to deliver personalized, efficient solutions that align with Sourcewell's cooperative purchasing model and support Sourcewell Members and Vendors alike.</p>
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<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>The ordering process at NCL begins with deal origination, which can happen in three ways:</p> <p>*A graphic highlighting the ordering process and deal origination types has been included in the document uploads (FOLDER: MARKETING/NCL DOCS &amp; GRAPHICS ATTACHMENTS #3)</p> <p>Direct Contact by a Member Agency:</p> <p>A member agency, often due to NCL's marketing efforts or collaboration with Sourcewell, contacts NCL through various channels. An NCL Account Executive in the relevant Product Vertical engages the agency to understand their needs, including what they are buying, why, and how they plan to finance it. If the agency isn't using Sourcewell or a Sourcewell Vendor, the Account Executive may guide them in that direction.</p> <p>For example, NCL was working with the Town of Oakland to finance the purchase of International Trucks. During discussions, the NCL Account Executive asked the Town of Oakland if they had any other financing needs, to which the Town responded with yes. The Town needed to update the HVAC and lighting system in the building used for their charter school. The Town was going to need a financing solution to be able to move forward with the project but had indicated to NCL that it would take a while because they hadn't put the project out to bid yet. NCL let the customer know that there were companies on contract with Sourcewell that could provide HVAC and lighting solutions through a cooperative contract which would eliminate that customers need to duplicate the bid process and allow them to move forward quickly. NCL introduced another Sourcewell vendor, Johnson Controls, which ended in Johnson Controls being awarded a \$1.5 million contract with the Town of Oakland for their HVAC and lighting system.</p> <p>Once the details are clarified, the Account Executive presents a proposal. After the agency signs the proposal, the process enters the underwriting phase, where an analyst collects necessary data and aims for approval within 48 hours. Upon approval, the agency is sent documentation for signature, which is handled electronically via email or DocuSign.</p> <p>Vendor-Initiated Contact:</p> <p>A sales representative from a Sourcewell Vendor may request a proposal from an NCL Account Executive for an opportunity they are pursuing. The NCL Account Executive prepares the proposal for the vendor or agency, often within one hour of the request. After the proposal is accepted, the process mirrors that of the direct contact method.</p> <p>Use of the NCL Vendor Portal:</p> <p>Sourcewell Vendors with an Operating Agreement can use NCL's customized portal, where their sales teams can access tools and NCL's proprietary "QuoteNow" calculator and lease proposal generator to create lease and finance proposals anytime. Once a proposal is generated and shared with the agency, the rest of the process follows the standard order procedure.</p> <p>In all cases, the process is designed for speed, efficiency, and flexibility, ensuring that agencies and vendors receive tailored financing solutions quickly.</p> <p>"After partnering with NCL Government Capital and accessing the vendor portal, I was able to send out financing proposals to 3 stalled leads in my pipeline. A few days later one of those customers called back to inform me they would move forward with the purchase and added additional equipment to the order as the payments were well within their budget." - Michael Ciesliga, Zetron (Sourcewell Contract #042021-ZET)</p> <p>It is important to note that prior to having a portal site, each Sourcewell Vendor and their distribution channel undergoes vigorous training provided by NCL to ensure that each person with access has the knowledge to utilize the tools appropriately.</p>
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<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>NCL's customer service program is organized into two main components: Credit and Documentation &amp; Funding.</p> <p>1. Credit</p> <p>Once a transaction is awarded, the NCL salesperson is responsible for obtaining a credit application from the Sourcewell Member and submitting it to the NCL credit analyst. The credit analyst reviews the application and provides a decision based on several factors, aiming for quick turnaround times:</p> <p>For transactions up to \$100,000, the turnaround time is typically within 24 hours.</p> <p>For transactions between \$100,000 and \$1 million, the approval process generally takes between 24 and 48 hours.</p> <p>For transactions above \$1 million, the process may extend beyond 48 hours, depending on the complexity.</p> <p>2. Documentation &amp; Funding</p> <p>Once the transaction is awarded, the credit application received, and approval granted, the analyst prepares the necessary documentation package. For this to happen, the vendor needs to provide specific details about the equipment being leased, including:</p> <p>Year, make, model, and serial number</p> <p>Equipment locations</p> <p>The total cost of the equipment or project, including an itemized cost breakdown</p> <p>Documentation Preparation</p> <p>Upon receiving all the necessary information from the vendor, the analyst ensures the documentation package is prepared within 48 hours or less.</p> <p>Funding Process</p> <p>Once the delivery and acceptance notice has been signed and received, payment to the vendor is made within 48 hours.</p> <p>This structured process allows NCL to efficiently manage transactions, ensuring a seamless customer experience from credit approval to funding.</p> <p>Electronic Documentation Process</p> <p>To streamline the process, all documents are sent electronically, allowing the Sourcewell Member and vendor to receive and review the paperwork quickly.</p> <p>E-signature options: NCL offers the convenience of e-signatures through platforms like DocuSign, though members may choose to print, sign, and return documents manually if preferred.</p> <p>NCL's customer service program is designed to provide fast, reliable, and transparent service to both Sourcewell Members and Vendors. The clearly outlined processes for credit approval, documentation preparation, and funding ensure that transactions are handled with professionalism and efficiency. The focus on timely credit approvals, quick documentation turnaround, and rapid funding helps agencies and vendors move forward with their projects seamlessly, contributing to an overall positive experience with NCL.</p> <p>"Working with Cora at NCL was fantastic. She took all the tough things and made them easy. Our equipment supplier was rather non-responsive, and she stepped in and moved things along, kept the lines of communication open, and was knowledgeable and professional. I appreciate her pleasant demeanor and that she followed through on everything. Excellent service all the way around!" - Tami Trowbridge, City of Sutherlin Finance Director (Sourcewell Member #170451)</p>
<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities.</p>	<p>NCL has a long-standing commitment to providing its products and services to Sourcewell participating entities, supported by both capability and a strong willingness to serve the diverse needs of public agencies across the U.S. and Canada. This commitment is demonstrated through the following key elements:</p> <p>1. Robust Infrastructure and Capabilities</p> <p>NCL has built a comprehensive infrastructure designed to meet the needs of Sourcewell participating entities, which includes:</p> <p>Nationwide Coverage: With a well trained and equipped sales force of over 10,000</p>

feet on the street, NCL provides services to all Sourcewell members across the United States and Canada, ensuring that public agencies from cities, counties, school districts, and other governmental entities can access financing solutions wherever they are located.

Diverse Assets Financed: NCL specializes in offering lease and financing options tailored to the unique requirements of public agencies. This includes solutions for equipment, vehicles, energy-saving projects, and capital projects, among other things. NCL's expertise spans various industries and product verticals, allowing it to offer flexible solutions for a wide range of public projects.

Experienced Sales and Service Teams: NCL's team of Account Executives are assigned by product verticals, meaning they bring specialized knowledge of the products and services relevant to each agency's specific needs. These teams work closely with Sourcewell participating entities to understand their goals and develop custom financing solutions that meet procurement requirements and financial constraints.

2. Marketing and Outreach Efforts

NCL has shown a strong willingness to actively engage with Sourcewell member agencies through:

Collaborative Marketing Initiatives: NCL partners with Sourcewell on marketing campaigns that target member agencies. These campaigns raise awareness of NCL's financing options and emphasize how Sourcewell members can easily access them through the cooperative purchasing model. This collaborative approach has resulted in increasing direct inquiries from member agencies seeking financing options. For example, several members of the NCL sales team have traveled to Sourcewell headquarters to utilize the Sourcewell studio for various projects like the Fireside Chats, Podcasts, and videos. NCL often exhibits at the same tradeshows as Sourcewell with booths close to facilitate conversations with attendees (Sourcewell Members).

Direct Outreach: NCL's Account Executives proactively engage with Sourcewell member agencies to offer their services and educate them on how to leverage cooperative purchasing. This outreach includes presentations, webinars, and face-to-face meetings designed to help agencies make informed decisions on financing equipment and projects. For example, NCL traveled to member agencies including but not limited to Town of Oakland, FL, City of Alexandria, MN, City of Jersey City, NJ, City of St. Paul, MN, Glacier View Fire Department, CO in efforts to better educate Sourcewell Member agencies on the benefits of Sourcewell competitively bid financing. These visits produced positive outcomes for Sourcewell, Sourcewell Members, Sourcewell Vendors, and NCL.

"Working with NCL Government Capital was a learning process for all of us. In the past our equipment purchases were limited to the funds we had on hand. We discovered financing opportunities that changed our traditional ways of thinking, which will open more doors for us in the future. NCL will be one of the first calls we make when the opportunity arises again." - Jane Blade, Finance Director City of Alexandria (Sourcewell Member #98117)

Customized Vendor Portals: NCL's Vendor Portal, introduced in 2023, further demonstrates its commitment to providing streamlined access to services for Sourcewell vendors and their distribution teams. This portal offers secure access to training, marketing tools, and the new proprietary "QuoteNow" proposal generator, allowing sales representatives to easily prepare NCL lease and finance proposals 24/7.

Visuals of our vendor portal and our "QuoteNow" tool have been included in the document uploads (FOLDER: MARKETING/VENDOR PORTAL SCREENSHOTS ATTACHMENTS #1-5)

3. Commitment to Cooperative Purchasing

NCL and its leadership have been recognized by Sourcewell, notably with the 2019 Sourcewell Legendary Leadership Award, which highlights NCL's commitment to the cooperative purchasing model. This award also reflects NCL's ability to adapt its internal culture and processes to meet the needs of Sourcewell member agencies.

NCL is fully committed to the cooperative purchasing model that Sourcewell embodies. NCL's willingness to embrace and support this model is evidenced by:

Dedicated Support for Sourcewell Solutions: NCL consistently promotes the Sourcewell cooperative purchasing program to agencies, helping them understand how they can benefit from the streamlined procurement process and competitive pricing available

		<p>through Sourcewell contracts. NCL also ensures that agencies utilizing non-Sourcewell procurement methods are made aware of the benefits and redirected to a Sourcewell solution where applicable.</p> <p>For example, NCL was working with the Town of Oakland to finance the purchase of International Trucks. During discussions, the NCL Account Executive asked the Town of Oakland if they had any other financing needs, to which the Town responded with yes. The Town needed to update the HVAC and lighting system in the building used for their charter school. The Town was going to need a financing solution to be able to move forward with the project but had indicated to NCL that it would take a while because they hadn't put the project out to bid yet. NCL let the customer know that there were companies on contract with Sourcewell that could provide HVAC and lighting solutions through a cooperative contract which would eliminate that customers need to duplicate the bid process and allow them to move forward quickly. NCL introduced another Sourcewell vendor, Johnson Controls, which ended in Johnson Controls being awarded a \$1.5 million contract with the Town of Oakland for their HVAC and lighting system.</p> <p>NCL has demonstrated both the ability and willingness to serve Sourcewell participating entities by building a robust infrastructure, engaging in proactive outreach, and embracing the cooperative purchasing model. With a proven track record of success evidenced by 350% growth, flexibility in service offerings, and a strong commitment to Sourcewell's goals, NCL remains a trusted partner for public agencies seeking reliable financing solutions.</p>
<p>32</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</p> <p>If your company can serve participating entities in Canada:</p> <p>a) Describe how you ensure compliance with federal, provincial, and municipal regulations and standards related to leasing agreements in Canada, and</p> <p>b) Describe your company's experience in providing leasing services to participating entities in Canada and list one (1) reference in Table 2B.</p>	<p>NCL is fully committed to providing its products and services to Sourcewell participating entities in Canada. Our ability and willingness to serve Canadian public agencies is demonstrated through several key aspects:</p> <ol style="list-style-type: none"> <li>1. Continuing Effort to expand in Canada</li> </ol> <p>NCL has established a presence in the Canadian market, having submitted multiple proposals to government agencies in the region. While government business in Canada remains highly competitive due to strong interest from Canadian banks, NCL continues to actively pursue opportunities with Sourcewell participating entities, demonstrating a deep commitment to the market.</p> <ol style="list-style-type: none"> <li>2. Knowledge of Canadian Procurement and Financing Requirements</li> </ol> <p>NCL understands the unique procurement and regulatory environment in Canada, which includes both provincial and federal regulations. NCL tailors its financing solutions to align with these requirements, ensuring that public entities can access the same flexible lease and finance options available to U.S.-based agencies. This adaptability makes NCL an ideal partner for Canadian agencies looking to take advantage of cooperative purchasing contracts through Sourcewell.</p> <ol style="list-style-type: none"> <li>3. Support for Sourcewell's Cooperative Purchasing Model</li> </ol> <p>NCL fully embraces Sourcewell's cooperative purchasing model in Canada through their relationship with CANOE. We are committed to educating Canadian public agencies about the benefits of using Sourcewell/Canoe contracts, including simplified procurement processes and access to competitively solicited contracts. By promoting the cooperative purchasing model, NCL helps Canadian agencies acquire equipment and services quickly and efficiently, without the need for issuing their own RFPs.</p> <p>NCL has demonstrated both the ability and willingness to provide its products and services to Sourcewell participating entities in Canada. With a strong understanding of the Canadian procurement landscape, robust financing options, and an unwavering commitment to cooperative purchasing, NCL is well-positioned to meet the needs of Canadian public agencies as a trusted Sourcewell partner.</p> <p>a) Compliance with Federal, Provincial, and Municipal Regulations in Canada:</p> <p>To ensure compliance with the complex legal landscape in Canada, NCL partners with Canadian banks to facilitate transactions for participating entities. Since cross-border payments are prohibited by law, these partnerships are essential for conducting business smoothly within Canada. By relying on the knowledge and established policies of our Canadian banking partners, NCL remains in compliance with all federal, provincial, and municipal regulations and standards related to leasing agreements.</p> <p>These partnerships allow us to access localized expertise, ensuring that every transaction adheres to the relevant leasing and financial laws across different regions in Canada.</p> <p>b) Experience Providing Leasing Services to Canadian Entities:</p> <p>NCL has actively marketed its ability to provide leasing services to Canadian entities,</p>

		<p>including making it known through presentations and marketing materials. While we have not yet closed a Canadian deal, we have submitted four proposals to Canadian entities, demonstrating our readiness to expand in the region. The proposals include:</p> <ul style="list-style-type: none"> <li>Municipality of Killarney, Ontario – for Bobcat equipment</li> <li>Municipality of West Hants, Nova Scotia – for a street sweeper</li> <li>Vulcan County, Alberta – for a fire truck</li> <li>Foothills School Division 38, Calgary – for new scoreboards</li> </ul> <p>Though we are yet to be awarded these contracts, we continue to see an increasing number of inquiries, and we anticipate significant growth in our Canadian leasing opportunities.</p> <p>It's important to note that the Canadian finance environment differs significantly from that in the U.S., particularly concerning government business. Canadian banks highly value government customers due to the absence of the non-appropriation clause, which is a standard feature in many U.S. leasing agreements. This clause, which allows government entities to cancel a lease if funds are not appropriated, is seen as a significant risk by many U.S. banks, whereas Canadian institutions face no such stipulation. As a result, Canadian banks are highly competitive in pursuing government business, and NCL is well-positioned to navigate this market with our partnerships.</p> <p>Additionally, in the U.S., the Internal Revenue Code provides for Tax Exempt Municipal Leasing. This means the earnings from the lease (interest) are exempt from Federal Income Tax. Thus, NCL is able to pass this benefit on to its government customers in the form of a lower rate. No such benefit exists in Canada thus Tax-Exempt Leasing is not a program that can be offered there.</p>
33	<p>Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.</p>	<p>To date, NCL has successfully completed transactions in 49 of the 50 U.S. states, with Delaware being the only state where we have not yet financed a deal. This is not because of any restrictions or unwillingness on NCL's part, but simply because the opportunity has not yet presented itself. Our ability to operate in even the most challenging regulatory environments demonstrates our commitment to serving every corner of the country.</p> <p>NCL thrives on overcoming challenges, whether they stem from complex state regulations, unconventional assets, or difficult credit scenarios. This tenacity allows us to successfully serve Sourcewell members in regions where many other financial institutions may hesitate, ensuring that our solutions are available to every Sourcewell-qualified member.</p> <p>As soon as the opportunity arises in Delaware, NCL will be ready to bring the same level of dedication and creativity to structuring a deal, just as we have done in every other state. This nationwide coverage, combined with our relentless pursuit of solutions, ensures that NCL remains a trusted and reliable partner for all Sourcewell members across the U.S. and Canada.</p>

<p>34</p>	<p>Identify any account type of participating entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.</p>	<p>NCL is fully committed to serving all Sourcewell-qualified member sectors, including state and local governments, public and private K-12 schools, public and private universities, charter schools, federal government agencies, special districts, tribal nations, and not-for-profits.</p> <p>Many lenders focus on specific sectors due to internal regulations or higher risks associated with certain markets, such as tribal nations or not-for-profits. However, NCL has developed strategic alliances with some of the largest and most successful lenders in the industry, enabling us to provide funding solutions across all Sourcewell sectors equally and effectively.</p> <p>Examples of Success in Challenging Sectors:</p> <p>Tribal Nations: NCL provided a \$3.2 million financing solution to the Confederated Tribes of the Colville Reservation for the purchase of a new fire truck, fire hall, and the land for the fire hall. We also secured financing for the Choctaw Nation of Oklahoma to acquire Konica Minolta copiers, after their existing finance provider declined due to disagreements on lease terms.</p> <p>Jicarilla Apache Nation: The Tribe was working with the NUBE Group (Sharp Dealer) to get new MFPs on a lease. Nube Group had credit approval from another lender, but the Tribe could not agree to the terms and conditions of the lease agreement they provided because of the jurisdiction language. The Nube Group Sales rep contacted NCL to see if we would work with Tribal entities and what our jurisdiction's language was in our documents knowing that would be an issue for the Tribe. NCL sent over our boiler plate jurisdiction language, and it matched exactly what the Tribe was looking for. We were able to step in and save the opportunity for the dealer/sales rep and the Tribe now has a working lease agreement for their MFP's and future equipment needs.</p> <p>Not-for-Profits: NCL offered a financing solution to Wesley Chapel Weddington Athletic Association for a new artificial turf project and refinanced the debt on their land, as their current lender would not allow them to enter into any new financing contracts.</p> <p>Peachtree Ridge High School Booster Club: Nevco sells scoreboards for various athletic events. Often, their product purchase is championed or handled by a small non-profit booster club. Peachtree Ridge High School Softball Booster Club wanted to get a new scoreboard at the softball fields. They had raised money but it wasn't enough to move forward with the purchase. Due to lack of adequate financial information for underwriting and the source of funds for debt repayment they were not an approvable candidate for a traditional lender. NCL was able to approve the financing for the booster club so they could procure the scoreboard now and continue to fundraise for their finance payments. This is a value to not only the booster club but also to Nevco – to have a funding source that can approve all their customer base, not just the "easy credit"</p> <p>These examples highlight NCL's ability to serve Sourcewell members in sectors that many other lenders may avoid due to perceived risks. Our flexibility and commitment to finding solutions ensure that all Sourcewell sectors receive the support they need.</p>
<p>35</p>	<p>Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.</p>	<p>NCL does not impose any additional restrictions or specific contract requirements on Sourcewell Members based on their geographic location, including those in Hawaii, Alaska, and the U.S. Territories. If a Sourcewell Member from any of these regions has a need for financing, NCL will support that need in the same way it would for any other Sourcewell Member across the U.S. and Canada.</p> <p>In addition, NCL actively works with its Sourcewell vendor partners to promote the Sourcewell contract in these regions, ensuring that Members in more remote or geographically unique areas have equal access to financing solutions.</p> <p>Examples of Service in Alaska including but not limited to:</p> <ul style="list-style-type: none"> <li>City of Skagway and its School District</li> <li>Alaska Court System</li> <li>Tlingit-Haida Regional Housing Authority</li> <li>City of Craig</li> </ul> <p>Examples of Service in Hawaii including but not limited to:</p> <ul style="list-style-type: none"> <li>State of Hawaii</li> <li>University of Hawaii</li> <li>County of Maui</li> <li>Hawaii State Public Library Systems</li> </ul> <p>These examples highlight NCL's ability and willingness to serve Sourcewell Members in geographically challenging locations without imposing any additional requirements or limitations based on their location.</p>

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes, NCL will extend the terms of any awarded master agreement to nonprofit entities. NCL has a history of providing financing solutions to not-for-profit organizations, a sector that can be challenging for many lenders due to perceived risks. We are committed to ensuring that nonprofit entities receive the same access to funding solutions as other Sourcewell-qualified members.</p> <p>NCL has developed tailored financing packages that meet the unique needs of nonprofits, allowing them to acquire necessary equipment, vehicles, or facilities under favorable terms. Whether it's a nonprofit organization or a public entity, NCL treats each member with the same level of commitment and flexibility.</p> <p>A prime example of NCL's dedication to serving nonprofit entities is our relationship with Hourcar, a nonprofit that operates a car share program using electric vehicles. Hourcar's mission is to connect people to their communities through convenient, equitable, and sustainable multimodal transportation.</p> <p>Due to the unique nature of the program—where vehicles are rented by the hour and used by multiple drivers—many banks were unwilling to provide financing. However, NCL saw the value in supporting this innovative initiative and successfully financed the first tranche of electric vehicles. We are now in the process of financing the second tranche, further illustrating our commitment to helping nonprofits overcome financial challenges and secure the resources they need.</p> <p>This relationship not only highlights NCL's flexibility but also reflects positively on Sourcewell, as it demonstrates how the cooperative purchasing model empowers members to secure financing for innovative and impactful projects. Through Sourcewell's streamlined procurement process and NCL's willingness to take on complex or unconventional deals, nonprofits like Hourcar are able to further their missions and deliver valuable services to their communities. This synergy reinforces the strength of Sourcewell's network in providing real-world solutions to its members.</p>
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**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
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<p>37</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>The full marketing plan is included in the document uploads (FOLDER: MARKETING ATTACHMENT #1) Sample co-branded marketing flyers, event flyers, and informative flyers were also included in the document uploads (FOLDER: MARKETING/FLYER SAMPLES)</p> <p>NCL Government Capital's marketing strategy for promoting this opportunity revolves around a comprehensive, multi-channel approach designed to engage Sourcewell Vendors and Members at every level. Key elements of this strategy include branding campaigns, our vendor portal, co-branded efforts, expos and tradeshow, digital campaigns and more.</p> <p>Our current theme and message of "Procurement Simplified" reinforces NCL's mission to streamline the procurement process for Sourcewell Vendors and Members. This messaging ensures that all marketing communications emphasize ease, efficiency and value for all parties involved.</p> <p>After several months of development, the NCL Vendor Portal is a critical part of our marketing strategy. This cutting-edge technology provides vendors with the tools needed to promote NCL's leasing and financing solutions effectively while growing total sales, thus also increasing the total number of Sourcewell transactions. Through the portal, partners can access co-branded marketing materials, training resources and the NCL proprietary "QuoteNow" tool, which empowers sales teams to quickly generate lease proposals. This is of value to Sourcewell Vendors as research has proven that sales teams offering point of sale financing will see an increased success ratio of 30%.</p> <p>"Better Together" and our co-branding efforts allow us to collaborate with Sourcewell vendors to produce co-branded marketing pieces that align with not only NCL brand standards but also the brand standards of Sourcewell and the Sourcewell Vendors. These materials are then featured on vendor websites, available at tradeshow, and used internally all while being available on-demand with our NCL Vendor Portal. All of this allows for stronger relationships and increased sales by proactively offering financing through the sales process.</p> <p>"Boots on the ground" is a strategy widely used by NCL in regard to tradeshow, expos, and conferences. NCL exhibits at National tradeshow such as NIGP, PWX, IACP and FDIC just to name a few to promote our competitively-bid leasing and financing contract to existing and potential Sourcewell Member agencies. This hands-on approach enhances awareness, shows support for the procurement industry and is the backbone of building strong partnerships.</p> <p>NCL utilizes digital platforms such as blogs, paid search campaigns, retargeting and social media to effectively communicate the value of NCL financing solutions and cooperative purchasing. Through these targeted posts and ads, we can seamlessly connect with a wide range of vendors and members in real time while supporting our branding and messaging efforts. To enhance these efforts, we also utilize a database of over 60,000 contacts within Pardot and regularly deliver email sends revolving around budget cycles, upcoming expos and various ad campaigns. This allows us to maintain a strong presence among procurement and financing professionals.</p> <p>This strategy ensures a strong, visible presence in both traditional and digital spaces, enabling us to effectively communicate the value of leasing and financing solutions along with cooperative purchasing opportunities under Sourcewell.</p>
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<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>NCL Government Capital employs a variety of technology and digital data to enhance the effectiveness of our marketing efforts including Salesforce Marketing Cloud, Meta Business, Google Business and AI. By actively utilizing platforms like LinkedIn, Facebook, Instagram and X to engage with target audiences, implementing Pardot page actions and tracking code allows us to track and manage leads.</p> <p>LinkedIn, in particular, is used to target decision makers in industries relevant to Sourcewell and procurement, fostering professional interaction and sharing thought leadership content. Social listening is also employed to monitor online content and industry trends allowing NCL to stay responsive to evolving needs within the procurement space.</p> <p>We frequently run targeted paid search ads/campaigns based on insights from frequently searched phrases and questions asked by procurement and financial professionals. We track and collect this data via Google Analytics, Google Search Console and various plug-ins implemented within our Wordpress website. This allows for precise and effective campaigns for lead generation.</p> <p>Circling back to Salesforce Marketing Cloud and Pardot, we manage and segment a database of over 60,000 mailable clients. Ensuring our email campaigns are delivered to the correct audience, features such as cookies, page actions and tracking code monitor and track engagement allowing proper lead nurturing and follow-up from our marketing team and account executives delivering valuable information to vendors and members. This data-driven approach maximizes campaign success with personalized, timely content.</p> <p>With both social and blog post, along with email and website content, the use of AI (Chat GPT) allows us to ensure our content is meaningful, concise and effective. With this new technology also comes responsibility though as NCL prides itself on harnessing a “human” factor and relies heavily on a personal touch starting with the initial contact all the way through a finalized transaction and beyond.</p> <p>Our vendor portal is a platform that allows vendors to generate finance proposals on-demand, 24/7 along with access to training resources and marketing pieces. Within the portal, we track user logins, downloads and have vendor leaderboards to display metrics pertaining to the quotes being generated by a sales team. The majority of this data is seamlessly integrated back into our CRM for our account executives to follow up on and/or to enhance current marketing efforts.</p>
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39	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>Sourcewell plays a pivotal role in promoting agreements and contracts arising out of RFPs by acting as a trusted intermediary between vendors and members, providing credibility and enabling access to competitively-bid contracts. Through its cooperative purchasing model, Sourcewell simplifies the procurement process for agencies allowing them to leverage pre-approved and vetted vendors like NCL Government Capital.</p> <p>Sourcewells reputation as a cooperative purchasing leader and innovator ensures that awarded agreements carry credibility with members, increasing their appeal and adoption through various industries. Sourcewell, and its continued growth has an extensive established network including its own channels consisting of newsletters, emails, webinars and tradeshows/expos. This provides broad coverage and an ever-growing footprint to promote awarded contracts.</p> <p>NCL anticipates that Sourcewell will continue its long-standing support in promoting the competitively bid leasing contract, as it has for the past 24 years. This includes featuring NCL on the Sourcewell website and at all Sourcewell-sponsored events, such as H20, Sourcewell University, Sourcewell Academy, and meet-and-greet sessions. Additionally, NCL looks forward to participating in new vendor contract launch meetings, whether held in person or via webinar. By consistently including NCL's leasing contract in vendor presentations, events, and the Sourcewell website, Sourcewell will further validate the effectiveness of utilizing NCL's leasing and financing solutions. This continued collaboration empowers vendors to achieve greater success with their own Sourcewell contracts, reinforcing the value of our partnership.</p> <p>NCL fully integrates its Sourcewell contract at every stage of the sales cycle, from the first interaction with a member or potential member agency to the completion of a transaction. This integration is embedded in our marketing, sales, and customer service strategies. We prominently feature the Sourcewell awarded contract graphic in digital marketing campaigns, display Sourcewell flags at tradeshows, and consistently include the Sourcewell logo and contract number in all finance proposals. At every touchpoint—whether digital, in-person, or through formal proposals—NCL ensures Sourcewell branding is front and center, reinforcing the partnership and its value to member agencies. This comprehensive approach not only strengthens brand alignment but also communicates our deep commitment to Sourcewell's mission.</p> <p>Our vendor portal integrates our awarded contract by on-boarding fellow Sourcewell vendors and including training and marketing pieces that incorporate Sourcewell contracts. The creation of co-branded marketing pieces promotes Sourcewell, NCL's Sourcewell contract and the Vendor Sourcewell contract.</p> <p>These efforts ensure that Sourcewell Vendors and their sales teams have the confidence to incorporate NCL Government Capital financing solutions into their sales process. In addition, by aligning our marketing and sales process with Sourcewell's strength in outreach and cooperative purchasing, NCL maximizes the efficiency of all Sourcewell awarded contracts, ultimately benefiting all parties involved – "A rising tide floats all boats."</p>
40	<p>Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>The complexities of government financing transactions, along with the required documentation, make it challenging to fully utilize an e-procurement ordering process. However, NCL facilitates several key aspects of the process through our website. Sourcewell members can request lease quotes and submit applications directly on the website. Once an application is approved, NCL handles the preparation of documentation in our office, and these documents are then sent electronically to the member agency for signatures. After the documents are signed, they are scanned and returned electronically, with hard copies sent via mail for record-keeping. Sourcewell Members have occasionally requested to utilize docusign for their signatures on the documentation, NCL has approved these requests.</p> <p>While our online tools expedite the process, the majority of transactions still benefit from the personalized support of an NCL sales team member, ensuring smooth completion of all details.</p>

**Table 5A: Value-Added Attributes (100 Points)**

Line Item	Question	Response *
41	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>NCL takes pride in its comprehensive training programs, which are designed to provide maximum value to Sourcewell Members and Vendors. These programs not only deliver essential knowledge but also empower stakeholders to make smarter financial decisions that benefit their organizations.</p> <p>NCL Team Training:</p> <p>NCL believes that a well-trained team is the foundation of excellent customer service. Each NCL Account Executive undergoes rigorous training on leasing and financing, as well as on Sourcewell and cooperative purchasing processes. This ensures that they are not only</p>

experts in financing but also fully equipped to educate Sourcewell vendors and members effectively.

By maintaining expertise across all relevant areas, the NCL team can offer tailored advice, guiding members and vendors to the best solutions for their specific needs.

NCL Account Executives attend Sourcewell Vendor events and training to develop knowledge and expertise pertaining to the unique needs and characteristics of their respective verticals. This provides the NCL team with a deeper understanding of the Sourcewell Member agencies within their vertical and of the various equipment being sold into that vertical.

Sourcewell Vendor Training:

Over the past five years, NCL has conducted more than 500 training sessions for Sourcewell Vendor sales teams and dealer channels, including 25 training sessions at Sourcewell-hosted events. These sessions focus on the strategic use of financing to increase Sourcewell Vendor success on selling Sourcewell awarded solutions while helping Sourcewell Members secure essential equipment and services for their communities.

Sourcewell Member Training:

Many agencies are unaware of the benefits of Tax-Exempt Municipal Leasing and how it can be used to meet their financial needs. NCL actively engages with members to help educate them, helping them realize that Tax Exempt Municipal Leasing can be a viable solution even in the face of debt limitations or regulatory concerns.

Real-World Impact: Smaller communities, in particular, benefit from NCL's training, as it helps them understand how Tax-Exempt Municipal Leasing can expedite the acquisition of essential equipment—ultimately saving them money and avoiding the escalating costs of delayed purchases.

"NCL has been a crucial partner to the City of Ponderay in the development of the Field of Dreams regional sports and recreation complex. They provided creative, customized and flexible financing options that allowed Ponderay to bring a project that was 30-years in the make to fruition for the community." Steve Geiger – Mayor of Ponderay (Sourcewell Member #204643)

\*Full Letter of Recommendation included in document upload (FOLDER: REFERENCES AND CASE STUDIES ATTACHMENT #4 & #12)

"Working with NCL Government Capital was a learning process for all of us. In the past, our equipment purchases were limited to the funds we had on hand. We discovered financing opportunities that changed our traditional ways of thinking, which will open more doors for us in the future."— Jane Blade, Finance Director, City of Alexandria (Sourcewell Member #98117)

Details of our work with the City of Alexandria are included in the document uploads (FOLDER: MARKETING/ARTICLES & STORIES ATTACHMENT #1)

Industry Events:

NCL frequently speaks at industry conferences and tradeshows, using these opportunities to offer practical, actionable training to Sourcewell Members and Sourcewell eligible agencies. Topics cover essential areas such as:

Maximizing budgets: How agencies can leverage their budgets more effectively to stretch their buying power.

Understanding Tax Exempt Municipal Leasing: A primer on how this structure works and why it's a powerful tool for public agencies.

The power of cooperative purchasing: NCL emphasizes how Sourcewell's cooperative model benefits agencies, making procurement faster, easier, and more cost-effective.

Demonstrated Results

NCL's commitment to education and training has a tangible, positive impact on both Sourcewell members and vendors. By delivering in-depth training and offering accessible resources, NCL helps vendors close more deals and empowers members to acquire the equipment and services they need—faster and more efficiently. The results speak for themselves: increased Sourcewell contract success for vendors and smarter financial strategies for Sourcewell Members.

This focus on training, combined with NCL's broad range of financing products, ensures that all Sourcewell participants are equipped to succeed, whether they are a large municipal government or a small nonprofit organization.

		<p>All training provided by the NCL team is provided at no cost to the Sourcewell Vendor or Sourcewell Member. This is a value-added service provided at the expense of NCL.</p>
<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>NCL's commitment to innovation is exemplified by the development of the NCL Calculator and Proposal Generator "QuoteNow", a tool that is revolutionizing how Sourcewell Vendors offer financing. This technology provides vendors with 24/7 access to a custom platform where they can quickly and accurately generate professional lease proposals tailored to each opportunity. By integrating point-of-sale financing, this solution makes it easier for vendors to bundle competitively bid financing with their competitively bid equipment offers, streamlining the purchasing process for Sourcewell Members.</p> <p>According to Forbes Magazine, which cited a study by Forrester Research, companies that offer point-of-sale financing experience a 30% increase in closing rates compared to those that do not. This statistic reinforces the significant value of the NCL Calculator and Proposal Generator "QuoteNow", demonstrating its potential to drive higher success rates for vendors and increase overall sales.</p> <p>This technological advancement enables vendors to respond more efficiently to opportunities, offering real-time adjustments to lease terms that meet the specific needs of Sourcewell Members. The ability to quickly produce accurate and competitive proposals not only enhances the vendor's performance but also improves the buying experience for the member agency, allowing them to make informed decisions faster.</p> <p>Looking to the future, NCL expects this innovation to be the cornerstone of continued growth and success under the Sourcewell contract. By providing a more convenient, efficient, and competitive financing solution, the NCL Calculator and Proposal Generator "QuoteNow" is poised to have a lasting, positive impact on both Sourcewell Vendors and Members.</p> <p>To further build out the NCL website, NCL has plans on implementing a member facing portal allowing Sourcewell members access to "QuoteNow". This technology will provide them with real-time financing and leasing quotes to help make educated purchasing decisions for their agencies. Similar to the vendor portal, this platform will also consist of training material pertaining to utilizing Sourcewell contracts and competitively-bid funding solutions to increase the efficiency of members procurement process and to grow overall awareness of the value cooperative purchasing brings.</p> <p>These technological innovations support NCL's commitment to improving convenience, efficiency, and accuracy in its collaboration with Sourcewell vendors and members, helping to drive opportunities and increase success for all parties involved.</p>

<p>43</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>NCL is proud to actively support numerous “green” initiatives by providing creative financial solutions that make environmentally friendly projects more affordable for member agencies. We go beyond traditional financing, helping governments and organizations achieve their sustainability goals through customized approaches that address their unique financial constraints.</p> <p>“NCL has provided innovative programs that have helped the City of Jersey City take advantage of federal tax credits in order to reduce the cost of our commitment to “go green” as members of the Climate Mayor’s program.” Martin Valenti, Director of Automotive – City of Jersey City (Sourcewell Member #90998)</p> <p>A prime example of our commitment to green initiatives is our involvement with the City of St. Paul in their pioneering “Evi” car share program—the first of its kind in the United States. This initiative established a network of electric vehicle (EV) chargers across key areas in St. Paul and Minneapolis, such as transportation hubs (airports, bus and train terminals) and underserved communities, including low-income housing areas.</p> <p>The program provides residents with access to short-term, affordable electric vehicle rentals, creating an environmentally friendly transportation solution. Research indicates that for every EV added to the fleet, seven older, high-polluting gas-powered vehicles are replaced, significantly improving air quality in the region.</p> <p>NCL played a crucial role in financing this project by overcoming a major financial obstacle—government entities like the City of St. Paul are ineligible for federal tax credits available for EV purchases. Through innovative thinking, NCL devised a way to monetize these tax credits, which brought down the cost of the program by hundreds of thousands of dollars, making it financially feasible for the city.</p> <p>Due to the program's success, the City of St. Paul is now expanding the fleet with an additional 50 electric vehicles, which they will lease through NCL's Sourcewell contract. This new order is expected to be finalized in the fourth quarter of this year, further solidifying the city's commitment to sustainable transportation.</p> <p>This is just one example of the green initiatives NCL has facilitated, demonstrating our dedication to making sustainability projects both accessible and affordable for member agencies.</p> <p>Full writeups of this program have been provided in the document upload section (FOLDER: MARKETING/ARTICLES &amp; STORIES ATTACHMENTS #2-4)</p> <p>Internally, NCL continues to invest in technologies that will convert workflow to an electronic process and eliminate the use of paper throughout its office. NCL has also initiated a paperless billing option to Sourcewell members for their financing statements.</p>
<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>NCL has not received any third-party issued eco-labels, ratings, or certifications for our financial solutions. To the best of our knowledge, such certifications do not currently exist for financial services related to leasing or financing. However, we are deeply committed to supporting environmentally sustainable projects through our creative financing solutions, helping member agencies achieve their green and sustainability goals by making these projects more financially accessible.</p>
<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed Solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>NCL offers several unique attributes that differentiate its solutions and services for Sourcewell participating entities:</p> <p>Sourcewell First Strategy: In 2001, NCL entered the Government Leasing and Finance market. It did so in partnership with what is now Sourcewell in order to bring Sourcewell members financial solutions. Since that time, NCL's sole focus has been dedicated to enhancing and improving the solutions and services NCL provides for Sourcewell Vendors and Members. This unwavering focus allows NCL to tailor every aspect of its operations, products, and services specifically to the needs of Sourcewell Vendors and Sourcewell Member Agencies, making it a more relevant and effective partner.</p> <p>Synergy-Based Business Model: NCL's business philosophy is rooted in synergy, where collaboration with Sourcewell Vendors leads to collective success. NCL's focus is on fostering strong partnerships, believing that when Sourcewell Members and Vendors win, NCL wins too. This collaborative approach allows NCL to provide financing solutions that benefit all parties involved.</p> <p>“We are now exclusively promoting and partnering with NCL for all financing options to our customers. This formalizes several years of hearing repeatedly from various sources of their experience in delivering value to other suppliers, as well as their tremendous reputation with the public sector. NCL has provided training to our sales team that helped us all understand both the compliance hurdles and the tremendous opportunities in government financing when working with a great partner like NCL.” Rick Bond, Chief Resource Officer – Safeware (Sourcewell Contract #080922-SAF)</p>

\*Full letter of recommendation provided in the document uploads (FOLDER: REFERENCES AND CASE STUDIES ATTACHMENT #5)

"NCL is an integral partner in our cooperative purchasing process, as it pertains to LeeBoys Sourcewell contract 060122-VTL. NCL, consistently provides LeeBoy, and our dealer partners with creative, timely financing options, and feedback that are vital in meeting an agencies budgetary need and increasing their buying power. Working in tandem with our Principal Supplier Development Executive, Jed Klein, NCL provides on-site training, responds to quote requests, and are always at the ready to answer questions. NCL is an excellent example of contract stewardship, and integral part of our Sourcewell sales process." Brian Thornton, Government Sales Manager – LeeBoy (Sourcewell Contract #060122-VTL)

\*Full letter of recommendation provided in the document uploads (FOLDER: REFERENCES AND CASE STUDIES ATTACHMENT #7)

"Another aspect of NCL that I appreciate is their commitment to training our dealer network. They have provided us with valuable resources and guidance on how to best utilize their financing programs and services. In addition to supporting us at tradeshow, they have also conducted regular workshops and webinars to educate our dealers on the latest trends and best practices in the leasing industry." - Joe Hendrickson , Vice President of Sales and Marketing, Schwarze Industries (Sourcewell Contract #093021-SWZ)

\*Full letter of recommendation provided in the document uploads (FOLDER: REFERENCES AND CASE STUDIES ATTACHMENT #6)

"Partnering with NCL has brought a new level of transparency, effort, and efficiency to our team. Their expertise enables us to take complex topics and simplify them in a way that not only benefits our internal operations but also resonates with our customers. This streamlined approach helps us offer innovative financing methods that increase project size, allowing our clients to achieve their goals with greater ease. NCL's commitment to going the extra mile ensures we have the tools to succeed and win new business. It's the kind of partnership we value, and one of many reasons we choose to work with NCL. Additionally, their compliance and Sourcewell contract provide a seamless framework that enables us to expand our offerings and turn ambitious projects into reality—faster and more efficiently." - Ryan Demorest, Cooper Lighting (Sourcewell Contract #041123-CPL)

Flexible and Unique Funding Strategy: NCL's funding strategy is designed around an alliance of banks and financial partners. This approach enables NCL to meet the diverse needs of Sourcewell Members, offering flexibility that many other financial companies cannot. By leveraging its network, NCL ensures that even the most complex transactions can find a financing solution.

For example, please see the Case Study for the City of Lynch included in the document uploads (FOLDER: REFERENCES AND CASE STUDIES ATTACHMENT #11) along with the letter of recommendation from Hampton County (FOLDER: REFERENCES AND CASE STUDIES ATTACHMENT #2).

Unique Underwriting Flexibility: Unlike other finance companies with rigid, one-size-fits-all criteria, NCL's underwriting practices are adaptable. If a Sourcewell Member doesn't meet traditional credit requirements, NCL doesn't automatically decline the transaction. Instead, they work with the Member to address the credit deficiencies and improve the transaction's appeal to underwriters. This personalized approach has led to NCL achieving an impressive 99% approval rate in the SLED sector.

Financing Non-Traditional Assets: NCL's commitment to flexibility extends to the assets they finance. While many lenders only focus on assets with high resale value or easy repossession potential, NCL finances a broad spectrum of non-traditional, non-removable assets, including roofing, artificial turf, software licenses, and more. This ensures that Sourcewell Members can secure financing for all their needs, not just standard equipment.

City of Ponderay – Turf Fields, Sports Lighting, Site Improvements  
 Methuen Schools – Licenses for reading curriculum  
 Lakeview – Solar Panel Farm  
 New Lenox Park District – Roof Replacement

Customized Finance Structures: NCL takes a personalized approach to every deal, customizing the finance structure to fit the unique budgetary constraints of each Sourcewell Member. By asking critical questions like, "What is the annual budget for this project?" and offering flexible terms such as deferred payments, NCL ensures that Members can get the equipment they need without straining their current budgets. This level of customization is another way NCL excels where others fall short.

NCL's proprietary calculator "QuoteNow" is a one-of-a-kind tool in the equipment finance industry today. Designed in partnership with Oracle Software, Salesforce, and other IT vendors, this quoting tool provides Sourcewell Vendor sales teams with the same powerful tools to provide point of sale custom finance solutions for their products. Other calculators

		<p>exist but are not as robust and effective as the "QuoteNow" tool.</p> <p>In summary, NCL's unwavering commitment to Sourcwell and its innovative approach to financing solutions set it apart in the industry. With a focus on synergy, flexibility, and a tenacious "can-do" mentality, NCL consistently finds solutions where others fall short. By offering customized finance structures, non-traditional asset financing, and unique tools like the "QuoteNow" calculator, NCL empowers Sourcwell Vendors and Members to meet their financial needs efficiently and effectively. Through 24 years of dedication, NCL remains a trusted partner, helping Sourcwell participants succeed in achieving their goals.</p>
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**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
46	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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<p>55</p>	<p>Describe your payment terms and accepted payment methods.</p>	<p>NCL offers fully customizable payment plans to meet the diverse needs of Sourcewell members, ensuring flexibility and alignment with each agency's financial requirements. We offer a variety of payment schedules, including:</p> <p>Monthly, quarterly, semi-annual, or annual payments: Designed to align with the cash flow and budget cycles of member agencies, offering flexibility in managing financial commitments.</p> <p>Deferred payments: Allows agencies to acquire needed equipment now while deferring payments until the next budget cycle, helping them manage current fiscal year constraints.</p> <p>In addition to customizing payment schedules, NCL adapts the timing of invoices to suit each agency's preferences. Some agencies require invoices 45 days in advance, others 60 days, and some 30 days. NCL takes the time to identify these needs during the documentation stage to ensure smooth billing and avoid collection issues.</p> <p>NCL also offers a range of payment options to suit members' preferences, including:</p> <p>Check ACH (Automated Clearing House) EFT (Electronic Funds Transfer) P-Card (Procurement Card)</p> <p>Moreover, NCL takes pride in providing top-tier customer service. When agencies have billing-related questions or concerns, they are connected directly to a live representative, ensuring real-time assistance. This eliminates the frustration of automated systems and ensures that members receive prompt, personalized support.</p>
<p>56</p>	<p>Provide one (1) general sample tax-exempt municipal lease document and explain what terms are negotiable.</p> <p>Describe any other standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to participating entities.</p>	<p>To highlight NCL's exceptional flexibility, all terms in the tax-exempt municipal lease agreement are negotiable. NCL takes pride in working closely with Sourcewell Member agencies to tailor every detail of the agreement, ensuring it aligns with their specific needs. This includes not only key terms, such as payment schedules and asset return options, but also more complex elements like indemnification clauses, warranty terms, default provisions, and dispute resolution processes.</p> <p>NCL's commitment to negotiating every aspect of the agreement is what truly sets it apart, ensuring a mutually beneficial outcome for each transaction. This adaptability has long been a hallmark of NCL's approach, as demonstrated by successful negotiations with the City of Birmingham, AL, and numerous other Sourcewell Member agencies.</p> <p>As evidence of this flexibility, NCL has provided a sample tax-exempt municipal lease document (FOLDER: SAMPLE DOCUMENTS ATTACHMENT #1). This is an actual redlined version from a real transaction with the City of Birmingham, AL, where the city's legal counsel proposed changes. NCL worked collaboratively to accommodate these requests, ultimately reaching a fully negotiated, mutually acceptable agreement—demonstrating its ability to adapt to the unique needs of Sourcewell Members.</p> <p>While many finance companies only offer negotiation on select terms, NCL stands out by offering complete flexibility in every part of the agreement. Negotiable terms include, but are not limited to:</p> <ul style="list-style-type: none"> <li>*Payment schedules: Monthly, quarterly, semi-annual, or annual payments.</li> <li>*Payment due dates: Aligned with budget cycles.</li> <li>*Deferred payments: Customized deferral options to meet budgetary requirements.</li> <li>*Asset return options: Tailored for non-essential assets.</li> <li>*Early buyout options: Flexible early termination or buyout arrangements.</li> </ul>



		<p>*Insurance requirements: Adjusted to fit the agency's existing policies.</p> <p>*Maintenance agreements: Negotiable maintenance provisions.</p> <p>*Ownership terms: Customized transfer of ownership.</p> <p>Beyond these, NCL also negotiates more intricate terms, such as indemnification clauses, warranty provisions, default remedies, and dispute resolution methods. Over many years, NCL has consistently shown the ability to customize every aspect of a transaction, with roughly half of all Sourcewell-funded deals involving some form of term negotiation. According to Sourcewell Vendors and Members, NCL's willingness and capability to negotiate every term makes it unique in the market.</p> <p>"The first deal we worked on with NCL and Sourcewell happened because the initial financing wasn't compliant with our legal process. So, we turned to NCL. Jake and team immediately got to work and within three days we had completed the entire process." Barbara Mackson – Purchasing Agent, Wappingers Central School District (Sourcewell Member ID #115344)</p> <p>In addition to the tax-exempt lease document, NCL proposes to use the following standard transaction documents in connection with an awarded agreement and has uploaded the following into the document upload section (FOLDER: SAMPLE DOCUMENTS ATTACHMENTS #1-17):</p> <ul style="list-style-type: none"> <li>Municipal Credit Application</li> <li>Non-Profit Credit Application</li> <li>Tax Exempt Municipal Lease Documents</li> <li>Flex Plus Addendum (to Tax Exempt Municipal Lease documents)</li> <li>Sample FMV Documents</li> <li>TRAC Rider (to FMV Documents)</li> <li>Government Obligation Contract</li> <li>Equipment Finance Agreement</li> <li>Purchase Order Only Verbiage &amp; Sample PO (attachments 10-14)</li> <li>Federal Lease Documents</li> <li>Tribal Lease Documents</li> <li>Invoicing Questionnaire</li> </ul> <p>All documents are tailored to each Sourcewell Member's needs, and template agreements are available for review and use by participating entities.</p>	*
57	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?	<p>NCL is able to accept the P-Card procurement and payment process, although it is rare for members to use P-Cards for financing payments. In addition to P-Cards, NCL also accepts EFT and ACH payments, which do not incur any additional costs for members.</p> <p>If a Sourcewell member prefers to use a P-Card, NCL can accommodate this payment method. However, any additional costs associated with processing P-Card payments will be passed on to the member.</p>	*

<p>58</p>	<p>Describe your pricing model (e.g., index(es) used, line-item discounts or product-category discounts) and why you chose that model (e.g., index). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p> <p><b>**NOTE</b> - for this solicitation, Percentage Discount from Catalog or Category is construed to include a proposal for pricing on a percentage below/above an index. If using index(es), indicate which one(s) that will be used for tax-exempt municipal leasing and why you chose the index(es).</p> <p>Describe how Participating Entities will verify these rates. Provide a link to the index(es), if available.</p>	<p>NCL's pricing model is a "Cost Plus" structure based on the SOFR Swap rate index, widely regarded as the standard for both commercial and government transactions. This ensures that Sourcewell members receive transparent, market-driven pricing that reflects the most current and reliable financial data.</p> <p>Key Components of the Pricing Model:</p> <p>SOFR Swap Rate: The base index for determining costs, easily accessible online.</p> <p>Delta Over Swaps: NCL's mark-up over the base SOFR Swap Rate.</p> <p>NCL Rate: The resulting interest rate offered to Sourcewell members.</p> <p>NCL Payment Factor: Used to calculate payments based on the selected term and frequency.</p> <p>Payment Flexibility:</p> <p>NCL offers various payment schedules to fit Sourcewell members' unique needs:</p> <p>Monthly Quarterly Semi-annual Annual</p> <p>The NCL Rate remains the same across all payment frequencies, providing flexibility without affecting the cost structure.</p> <p>Tax-Exempt vs. Non-Tax-Exempt Programs:</p> <p>Programs Eligible for Tax Exempt Rates: These include the Tax-Exempt Municipal Lease, Government Obligation Contracts, and Municipal Bonds. These programs are available to qualifying public entities and typically offer rates that are 21% lower than non-tax-exempt programs.</p> <p>Programs Considered Non-Tax-Exempt: These include the Fair Market Value Lease, the TRAC Lease, and the Equipment Finance Agreement. Non-tax-exempt rates apply to these programs, which are often used by private institutions or entities that do not qualify for tax-exempt status.</p> <p>Ceiling-Based Pricing with Flexibility:</p> <p>NCL offers ceiling-based pricing, but we reserve the right to offer lower rates for larger, investment-grade entities like cities, counties, states, and public universities, ensuring the most competitive pricing for these financially strong organizations.</p> <p>Transaction Pricing by Size and Term:</p> <p>Pricing is determined by both the size and the term of the transaction. Detailed pricing tables, illustrating how rates adjust based on these factors, are available in the document upload section.</p> <p>Easy Pricing Verification for Sourcewell Members:</p> <p>Sourcewell members can easily verify pricing compliance by accessing SOFR Swap rates online through resources like Bloomberg, the Wall Street Journal, the Federal Reserve, or the convenient option provided by Chatham Financial (<a href="https://www.chathamfinancial.com/technology/us-market-rates">https://www.chathamfinancial.com/technology/us-market-rates</a>). Members can look up the rate on the date of the proposal or funding and compare it to the corresponding rate in the tables provided in the document upload section.</p> <p>By empowering Sourcewell members with the tools to easily verify compliance, and by offering flexible, competitive rates for both tax-exempt and non-tax-exempt programs, NCL ensures that every agency receives transparent, fair, and market-aligned pricing.</p>
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<p>59</p>	<p>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, list price, or a percentage below/above an index, state the percentage or percentage range.</p>	<p>NCL offers significant discounts to Sourcewell member agencies, with detailed discount summaries provided in the Tax-Exempt Discount Summary and Non-Tax-Exempt Discount Summary in the Document Upload section of the RFP response (FOLDER: PRICING ATTACHMENTS #3&amp;4). These discounts can be summarized as follows:</p> <p>Tax Exempt Transactions:</p> <p>\$500,000 and over: On average, transactions are 16% lower than Non-Sourcewell transactions.</p> <p>\$100,000 to \$500,000: On average, transactions are 15% lower than Non-Sourcewell Tax Exempt transactions.</p> <p>\$1,500 to \$99,999: On average, transactions are 9.89% lower than Non-Sourcewell transactions.</p> <p>For Tax Exempt transactions, the initial discount begins at 21%, as NCL passes 100% of the tax benefit back to the customer. The additional discount percentages listed in the Tax Exempt Discount Summary are applied in addition to the initial 21% discount, providing significant savings for Sourcewell members.</p> <p>Non-Tax Exempt Transactions:</p> <p>Over \$500,000: These transactions receive, on average, a 14.71% discount compared to Non-Sourcewell transactions.</p> <p>\$100,000 to \$499,999: These transactions receive, on average, a 13.59% discount.</p> <p>\$1,500 to \$99,999: These transactions receive, on average, a 10.17% discount.</p> <p>Flexible and Transparent Discounting:</p> <p>NCL's pricing model ensures that Sourcewell members receive competitive rates, whether they are participating in Tax Exempt or Non-Tax-Exempt programs. The discounts provided vary based on the size and term of the transaction, with larger and longer-term transactions often benefiting from additional savings.</p> <p>By offering these comprehensive discounts, NCL ensures that Sourcewell members receive transparent, market-driven pricing, with the opportunity to maximize savings on essential equipment and services. Full details of the discount structure are available in the Tax-Exempt Discount Summary and Non-Tax-Exempt Discount Summary in the document upload section (FOLDER: PRICING ATTACHMENTS #3&amp;4).</p>
<p>60</p>	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>NCL offers volume-based discounts, as reflected in the Rate Tables provided in the Document Upload section of the RFP (FOLDER: PRICING ATTACHMENTS #1&amp;2). The larger the transaction, the lower the rate, which provides Sourcewell members with significant savings on higher-value transactions.</p> <p>Additionally, NCL offers a cumulative discount program for Sourcewell members who engage in multiple transactions. This program incentivizes members to continue utilizing Sourcewell and NCL for their financing needs, offering further savings as they complete additional transactions.</p> <p>This combination of transaction size-based discounts and cumulative discounts ensures that Sourcewell members receive competitive pricing while encouraging long-term partnerships with NCL to meet their ongoing needs.</p>

61	<p>Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.</p>	<p>By including a wide breadth of programs along with the detailed pricing in this RFP, NCL ensures that Sourcwell members have maximum flexibility to choose the lease structure that best fits their specific needs, whether they require a Tax Exempt or Non-Tax-Exempt solution. This flexibility allows members to align their financial decisions with their unique operational requirements while ensuring full compliance with bid requirements.</p> <p>Sourcwell members can select from a range of options, including Operating Leases, TRAC Leases, Not to Exceed Leases, and more, knowing that these programs are priced transparently and offer flexible payment terms. This comprehensive approach guarantees that members have access to the most appropriate financial tools for their needs while adhering to their procurement guidelines.</p>	*
62	<p>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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>Items that are not included in the pricing submitted in this response and may apply depending on specific circumstances include:</p> <p>Sales Tax (if applicable): Depending on the location of the Sourcwell member and the nature of the transaction, sales tax may be required.</p> <p>Personal Property Tax (if applicable): In some jurisdictions, personal property taxes may apply to leased equipment, and these would be the responsibility of the member.</p> <p>Origination Fees: A one-time origination fee may apply, with a maximum of \$500 per transaction.</p> <p>Late Charges: These may apply if payments are not received according to the agreed-upon terms.</p> <p>P-Card Charges: If the member chooses to utilize a P-Card (procurement card) for payments, any additional costs associated with this payment method will be passed on to the member.</p> <p>Each of these potential costs is dependent on specific terms, jurisdictional regulations, or member preferences. NCL will work closely with Sourcwell members to ensure transparency and clarity regarding any additional charges that may apply.</p>	*
63	<p>If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Freight, delivery, and shipping are not costs charged by NCL. These costs, if applicable, may be imposed by the Sourcwell Vendor supplying the leased asset. However, NCL offers a convenient solution by allowing Sourcwell members to include these costs in their financed amount. This ensures that members can bundle all acquisition-related expenses—such as freight, delivery, and shipping—into one seamless financing arrangement.</p> <p>By incorporating these costs into the financing, NCL helps members manage their budgets more effectively and simplifies the acquisition process. This flexibility ensures that Sourcwell members can cover all necessary expenses without the need for separate payments or additional financial planning. NCL's approach is designed to provide a streamlined, hassle-free experience, allowing members to focus on acquiring the equipment they need while we handle the financing details.</p>	*
64	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>NCL provides consistent support and service to Sourcwell members, regardless of location. Sourcwell members in Alaska, Hawaii, Canada, or offshore locations are treated with the same level of service as those on the mainland. NCL ensures that all members, no matter their geographic location, have access to flexible financing solutions that can incorporate freight, shipping, and delivery costs into the financed amount.</p> <p>By maintaining equal service standards across all regions, NCL offers a streamlined, reliable experience for members in these locations, ensuring that their specific logistical challenges are met with the same ease and efficiency as mainland deliveries.</p>	*

<p>65</p>	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>In 2023, NCL introduced the innovative Vendor Calculator “QuoteNow” feature within its Vendor Portal. This unique tool provides 24/7 access to thousands of Sourcwell Vendor salespeople, enabling them to generate customized lease proposals instantly. The Vendor Calculator equips sales teams with the same powerful tools used by NCL Account Executives, allowing them to deliver professional and competitive finance proposals to Sourcwell customers quickly and efficiently.</p> <p>This streamlined process not only makes it easier for vendors to offer financing with every opportunity but also significantly enhances their ability to proactively present financing options—a proven strategy that increases the likelihood of closing deals. By integrating this feature into the sales process, NCL empowers Sourcwell vendors to better serve their customers and increase success rates.</p> <p>There is no other tool like the Vendor Calculator in the industry today, offering a distinct competitive advantage for both Sourcwell and NCL, and further differentiating them in the marketplace.</p> <p>Looking ahead, NCL is developing the next phase of this project: the launch of a member version of the calculator, which will be accessible exclusively to Sourcwell members through the Member Portal on the NCL website. This will allow members to independently generate and explore finance proposals tailored to their needs, giving them more control and convenience in their financial decision-making process. This forward-thinking approach further enhances NCL’s commitment to providing Sourcwell members with cutting-edge tools that simplify financing and improve overall efficiency.</p>
<p>66</p>	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.</p>	<p>NCL employs a multi-step self-audit process to ensure compliance with its Sourcwell agreement, guaranteeing that participating entities receive the correct pricing:</p> <p>Automated Pricing with the Lease Proposal Generator: NCL’s Lease Proposal Generator includes Sourcwell-specific pricing tables. When preparing quotes, selecting “Sourcwell” ensures that the correct, competitively bid rates and discounts are applied automatically, minimizing errors from the outset.</p> <p>Transaction Confirmation: Once a proposal is accepted, the NCL Account Executive confirms the Sourcwell status of the transaction during the underwriting and documentation stage, ensuring proper identification and application of Sourcwell terms.</p> <p>Controller Verification: During funding, the NCL Controller reviews each transaction to confirm whether it is a Sourcwell deal and whether Sourcwell pricing was used. Verified transactions are entered into NCL’s portfolio software and added to the “Sourcwell List.”</p> <p>Monthly Audit and Approval: NCL’s Treasurer, Chris Canavati, conducts a monthly review of all transactions to ensure compliance. Sourcwell and non-Sourcwell transactions are reviewed for accuracy, and adjustments are made if necessary.</p> <p>Quarterly Reporting to Sourcwell: A detailed quarterly report of all Sourcwell transactions is compiled and submitted to Sourcwell, along with the associated Administrative Fee. This regular reporting ensures transparency and accountability.</p>

67	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>To measure success with the Sourcewell agreement, NCL employs a robust tracking system through its CRM software (Salesforce), which ensures that both activities and results are efficiently and seamlessly monitored. The key metrics NCL will track include:</p> <p>NCL Account Executive Activity: NCL tracks the activities of its Account Executives, which are essential for building and maintaining relationships with Sourcewell Vendors. These activities include:</p> <ul style="list-style-type: none"> <li>The number of vendor training sessions conducted, either in-person or online.</li> <li>The number of sales calls made with Sourcewell Vendors.</li> <li>The number of tradeshow attendees by NCL Account Executives.</li> </ul> <p>Quantity and Dollar Amount of Sourcewell Proposals: The NCL Lease Proposal Generator "QuoteNow" is embedded directly within Salesforce, allowing all proposals—whether generated by an NCL Account Executive or a Sourcewell Vendor—to be automatically entered into the CRM. This ensures accurate and efficient tracking of the number and dollar amount of proposals submitted to Sourcewell Members.</p> <p>Number of Operating Agreements: NCL monitors the number of Operating Agreements signed by Sourcewell Vendors, providing a clear metric for long-term partnership success.</p> <p>By utilizing Salesforce, NCL ensures that the tracking of activities and results is not only efficient but also fully integrated into its workflow, allowing for seamless measurement of success with the Sourcewell agreement.</p>	*
68	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to participating entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	NCL proposes an administrative fee of 0.25% of the financed amount for each transaction funded under the Sourcewell contract. This fee is not added as a line item to the Member's cost of goods and aligns with the typical administrative structure outlined in the Sourcewell RFP.	*

**Table 7: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
69	The pricing offered does not fit the categories above. Please specify the basis for the pricing offered, including any unique circumstances or justifications that apply.	This pricing is exclusive to Sourcewell, Sourcewell Vendors, and Sourcewell Members. It is not available to any other cooperative contract members. Therefore this pricing is better than any pricing offered by NCL.

**Table 8A: Depth and Breadth of Offered Solutions (200 Points)**

Line Item	Question	Response *
70	Provide a detailed description of all the Solutions offered, including used, in the proposal.	<p>NCL is committed to offering a comprehensive range of financing solutions that meet the unique needs of Sourcewell members, including public agencies, educational institutions, nonprofits, federal government agencies, and tribal governments. Our flexible solutions allow agencies to acquire essential equipment and services while fitting within their specific budgetary and operational requirements.</p> <p>Comprehensive Financing Solutions:</p> <ol style="list-style-type: none"> <li>1. Tax Exempt Municipal Leases:</li> </ol>

Overview: A core offering, these leases enable tax-exempt agencies to acquire necessary equipment with flexible payment terms while adhering to tax-exempt guidelines. Tax Exempt Municipal Leases are often the least expensive form of financing to agencies that meet the qualifications (Qualifications as prescribed in the Internal Revenue Code which include all States and their Political Subdivisions). This product is the least expensive due to the tax benefits afforded to the Lender, in this case, NCL. NCL then passes this benefit on to the customer in the form of a lower rate.

Use Case: Ideal for public agencies seeking to procure equipment without large upfront costs, offering manageable long-term budget planning. Also ideal for public agencies whose objective is to "own" the asset long-term.

2. Fair Market Value Lease:

Overview: This lease allows agencies to return the asset or purchase it at fair market value at the end of the term, providing flexibility for equipment upgrades. Agencies utilizing this program desire to pay for the use of the asset over time.

Use Case: Suited for agencies needing high-tech or fast-depreciating assets, offering the flexibility to upgrade or return equipment at lease end.

3. TRAC Lease:

Overview: Designed for titled vehicles, this lease shares the risks and rewards of the vehicle's residual value, making it ideal for fleet management.

Use Case: Best for public works or law enforcement fleets where vehicle resale value plays a significant role in cost management.

4. Government Obligation Contract:

Overview: This program offers the same features and benefits of a Tax-Exempt Municipal Lease. The difference is in name and verbiage only as the term "Lease" is not found anywhere in the document.

Use Case: Ideal for agencies needing flexibility due to legal constraints, while still benefiting from tax-exempt leasing advantages. Often, an agency may use funds from a federal grant or other federal sources. These monies are often conditioned on the agency owning the equipment vs leasing. Thus a "Lease" would disqualify the agency from being awarded these monies.

5. Equipment Finance Agreement:

Overview: A commercial loan tailored for private schools, universities, and nonprofits that are ineligible for tax-exempt leases but require financing for capital assets.

Use Case: Perfect for private educational institutions and nonprofits needing financing options like government entities but not for tax-exempt financing.

6. Flex Lease:

Overview: Combines the advantages of tax-exempt rates with flexibility, allowing agencies to return equipment and skip the final three payments if desired.

Use Case: Ideal for agencies seeking flexibility with ownership decisions at lease end.

7. Municipal Bonds:

Overview: NCL assists agencies in securing municipal bonds, offering long-terms, often 20 years or more, for large capital projects.

Use Case: Best suited for infrastructure or public works projects requiring significant capital investment for assets with a much longer useful life.

8. Purchase Order Only Lease:

Overview: Simplifies the acquisition process by using a Purchase Order as the governing document, avoiding traditional lease documents. Available in both tax-exempt and non-tax-exempt forms.

Use Case: Ideal for agencies with streamlined procurement processes seeking to avoid extensive paperwork.

9. Ground Lease:

Overview: Designed for projects involving real property, such as new buildings or facility improvements. Ground leases allow for extended terms, up to 25 years.

Use Case: An example is Washington County Central Dispatch 911, where NCL provided a 25-year term, enabling the county to fit the project into their budget, for critical communications systems and remain compliant with state regulations.

#### 10. Interest Earning Escrow Account:

Overview: NCL offers interest-earning escrow accounts for agencies needing upfront funding. Unlike traditional escrow accounts, NCL's solution allows agencies to earn interest on the funds, reducing overall project costs.

Use Case: Glacier View Fire Department benefited from NCL's escrow account by earning substantial interest on their down payment, helping reduce the cost of a new fire truck.

#### 11. Deferred Payment Options:

Overview: NCL understands that budget constraints can delay critical equipment acquisitions, especially when dealing with tight fiscal schedules. Our deferred payment options provide flexibility by allowing agencies to postpone payments until the next fiscal year—or even the year following the receipt of equipment or project completion. This option enables agencies to act immediately, securing the necessary assets while deferring payments to future budgets.

Use Case: This feature has been invaluable for numerous Sourcewell members who have avoided delays due to budget cycles. It also protects agencies from rising capital goods prices, which have increased by more than 20% annually in recent years. By taking immediate action, agencies can lock in current prices and prevent the costs of waiting.

Success Example: Many Sourcewell members have used this deferred payment option to expedite the arrival of essential-use equipment, significantly reducing downtime and enhancing service delivery without stretching current-year budgets.

#### Unique Capability for Federal and Tribal Government Financing:

NCL has the demonstrated ability to finance Federal Government and Tribal Government transactions, sectors many leasing companies avoid due to the complexities involved. NCL has successfully financed projects for:

Tribal Governments: Including the Confederated Tribes of the Colville Reservation, Blackfeet Tribe, Blackfeet Housing, Choctaw Tribe, Coquille Tribe, and Cahuilla Tribe.

Federal Government Agencies: Such as U.S. Fish and Wildlife, Marine Corps Community Services, and the U.S. Air Force Base at Fort Leonard Wood.

Used Equipment: NCL has and will continue to offer financing solutions for used equipment. Examples of used equipment financed in the past include Fire Trucks, Ambulance, Fitness Equipment, Vehicles.

#### Proven Success:

NCL's diverse range of solutions, including the deferred payment options, have led to measurable success. By allowing agencies to defer payments and avoid price hikes, NCL has helped numerous Sourcewell members procure critical equipment and services without delay. Our ability to work with unique sectors, such as Federal and Tribal governments, further highlights our capacity to meet the needs of all Sourcewell members, no matter the complexity or financial challenges.



71	<p>Within this RFP category there may be subcategories of Solutions. List subcategory titles that best describe your products and services.</p>	<p>Many of the subcategories of solutions that NCL offers are described in detail above. These subcategories best describe the products and services we provide:</p> <ul style="list-style-type: none"> <li>Fair Market Value Leases</li> <li>TRAC Leases</li> <li>Government Obligation Contracts</li> <li>Equipment Finance Agreements</li> <li>Flex Leases</li> <li>Municipal Bonds</li> <li>Purchase Order Only Leases</li> <li>Ground Leases</li> <li>Interest Bearing Escrow Accounts</li> <li>Deferred Payment Programs</li> </ul> <p>Each of these solutions is designed to meet the specific financing needs of Sourcewell members, offering flexibility and tailored support for various projects and acquisitions.</p>
72	<p>Describe your strategy for collaborating with Sourcewell awarded vendors of relevant equipment, products, and services to facilitate member transactions (resources, tools, training, etc.).</p>	<p>Since the beginning of the NCL/Sourcewell relationship in 2001, NCL has firmly believed that its success with the Sourcewell awarded contract is inextricably linked to the success of other Sourcewell awarded vendors. This philosophy is the driving force behind NCL's 100% dedication of its Sales and Marketing efforts to building synergistic relationships with Sourcewell vendors. The goal is mutual growth and enhanced outcomes for all parties involved.</p> <p>Throughout our collaboration, NCL Government Capital has proven to be a reliable and innovative partner, always ready to go the extra mile to support our objectives. Their expertise in the leasing industry, combined with their customer-centric approach, has facilitated seamless transactions and fostered a positive, successful working relationship.</p> <p>"We highly recommend NCL Government Capital to any organization seeking a dedicated, adaptable, and customer-focused leasing partner. Their commitment to excellence and flexibility in meeting customer needs is truly unmatched." - Chad Bormann, Global Environmental Products, Inc. (Sourcewell Contract #093021-GEP)</p> <p>To bring this vision to life, NCL developed the "Sourcewell Vendor Playbook", a comprehensive and strategic guide that provides the NCL team with the steps necessary to effectively collaborate with Sourcewell vendors. This playbook, included in the document upload section (FOLDER: MARKETING ATTACHMENT #2), is a key component of NCL's strategy for maximizing success under the Sourcewell contract. It outlines everything from the onboarding process to the creation of a customized vendor portal and offers detailed guidance on how to support vendors through personalized leasing programs and ongoing collaboration.</p> <p>Key Elements of the "Sourcewell Vendor Playbook":</p> <p>Vendor Onboarding Process: The journey begins with personalized presentations to vendor senior management and regional sales teams. These presentations introduce NCL's financing solutions and illustrate how they can enhance the vendor's own product offerings.</p> <p>The onboarding process includes tailored discussions about how NCL can support the vendor in achieving its specific sales goals through custom financing programs. This sets the stage for a long-term partnership where success is shared.</p> <p>Customized Vendor Portal: As part of the collaborative process, NCL develops a customized vendor portal for each Sourcewell awarded vendor. This portal serves as a centralized hub for all vendor-specific tools and resources.</p> <p>The portal includes co-branded marketing materials, enabling vendors to seamlessly integrate NCL's financing solutions into their own offerings.</p> <p>One of the most valuable features is the customized calculator and proposal generator, branded as "Quote Now", which allows vendors to quickly create competitive lease proposals for Sourcewell members. This tool gives vendor sales teams 24/7 access to the same resources NCL Account Executives use, ensuring they can respond to opportunities in real-time.</p> <p>Ongoing Support &amp; Collaborative Program Creation: NCL provides ongoing, personalized support to Sourcewell vendors. This includes assisting in the creation of vendor-specific leasing programs that align with the needs of the vendor's customers and product lines. These custom programs ensure that the vendor can offer flexible, appealing financing solutions to close more sales.</p> <p>"Jake and NCL Government Capital are valuable extensions of our sales team. They</p>

truly have been a sales multiplier for us at International." - Bob Mann, VP & Assistant General Manager (Sourcewell Contract #060920-NVS)

The NCL team works hand-in-hand with vendors to understand their sales processes and customer bases, ensuring that the financing solutions provided meet their specific needs and enhance their ability to secure more contracts.

#### Tradeshaw Support:

NCL extends its partnership by providing tradeshaw support, offering on-site expertise and co-branded materials that allow vendors to present fully integrated financing options. This boosts vendors' ability to close deals directly at events and provides them with immediate support.

#### Training:

Perhaps the most critical component of the process is training. NCL conducts regular training sessions for vendor sales teams, ensuring they fully understand the benefits of tax-exempt municipal leasing and other financing options. These sessions, conducted both online and in person, are designed to empower vendor sales teams to effectively use NCL's tools and solutions in their own sales strategies.

"Another aspect of NCL that I appreciate is their commitment to training our dealer network. They have provided us with valuable resources and guidance on how to best utilize their financing programs and services. In addition to supporting us at tradeshaws, they have also conducted regular workshops and webinars to educate our dealers on the latest trends and best practices in the leasing industry. Working with NCL has been a great experience, and we look forward to continuing our business relationship with them in the future. I highly recommend NCL to anyone who is looking for a professional and dependable leasing company that provides expertise in their field." - Joe Hendrickson ,Vice President of Sales and Marketing Schwarze Industries (Sourcewell Contract #093021-SWZ)

#### "Quote Now" - Customized Calculator and Proposal Generator:

A standout feature in NCL's strategy is the "Quote Now" calculator, an essential tool that equips Sourcewell vendors with the ability to generate lease proposals at any time. The calculator and proposal generator provide vendors with flexibility, enabling them to quickly respond to Sourcewell members' requests with accurate, professional finance proposals that align with the specific terms offered under the Sourcewell contract.

This tool enhances vendors' ability to offer immediate financing solutions to their customers, thus increasing the likelihood of closing deals and improving customer satisfaction.

"The platform is very easy to use, and I love how once you put in the required information, it provides you with the customer facing quote within seconds. I believe partnering with NCL Government Capital will provide our customers with a resource they likely didn't know was an option, and in turn help our customers get what they need significantly faster than waiting for budget to appear or going through the lengthy grant process." - Michael Ciesliga, GeoConex LLC/Zetron (Sourcewell Contract #042021-ZET)

#### Driving Explosive Growth and Mutually Beneficial Success:

This structured, strategic approach, built around the Sourcewell Vendor Playbook, has fueled explosive growth for NCL. By focusing solely on helping Sourcewell vendors achieve their goals, NCL has seen significant increases in the volume of leases written under the Sourcewell contract and the number of Sourcewell awarded vendors that have successfully funded transactions with NCL.

The Vendor Playbook exemplifies NCL's commitment to its vendors, offering a roadmap for success that includes strategic collaboration, cutting-edge tools like the "Quote Now" calculator, and continuous support. This dedication has positioned NCL not only as a financial partner but as a vital collaborator in the success of Sourcewell vendors. By helping vendors leverage financing solutions to enhance their own sales efforts, NCL has created a powerful ecosystem of shared success.

Through its unwavering focus on collaboration and mutual growth, NCL ensures that every vendor relationship contributes to the overall success of the Sourcewell contract, benefiting vendors, Sourcewell members, and NCL itself.

"NCL's focus on collaboration and mutual growth continues to drive innovation and refinement of processes such as the Sourcewell Vendor Playbook and the "QuoteNow" tool. These collaborative efforts have led to NCL funding transactions for 105 contracts this most recent contract period compared to 41 in the prior contract period and 350% growth in NCL's leasing volume from the last contract period to the current contract period. As we continue to prioritize these fundamental

		<p>business concepts in the future, we anticipate even greater results.” - Chris Canavati, Founder and Co-Owner, NCL Government Capital</p>
<p>73</p>	<p>Describe what services and support your company offers to participating entities to ensure the successful implementation and management of leasing agreements (e.g., lifecycle management, end of life disposal).</p>	<p>NCL offers a comprehensive suite of services and support to ensure that Sourcwell members successfully implement and manage their leasing agreements from inception through the end of the asset’s life. Drawing on over 24 years of industry experience, NCL provides tailored guidance throughout the lifecycle, ensuring members can maximize the value of their leased assets while maintaining flexibility and convenience.</p> <p>Key Services and Support Provided:</p> <p>Lifecycle Management:</p> <p>Expert Term Guidance: NCL uses its deep knowledge of asset lifecycles to help members select the most appropriate lease terms, ensuring that payments align with the useful life of the equipment. This prevents members from paying for equipment that may no longer serve their operational needs.</p> <p>Example: NCL would recommend a lease term that matches the lifecycle of technology equipment, ensuring the agency doesn’t overpay for outdated assets.</p> <p>Flexible Lease Programs: For agencies that do not wish to own the equipment long-term, NCL offers flexible programs like Fair Market Value or Flex Lease options, allowing members to return the equipment at the end of the lease if ownership is not desired.</p> <p>Proactive Lifecycle Support:</p> <p>Ongoing Consultation: NCL engages with members throughout the lease term, providing regular consultations to assess the performance and utility of leased assets. This ensures that any changes in members’ needs are met with timely adjustments to the lease terms.</p> <p>Regular Asset Reviews: NCL Account Executives periodically review the member’s assets to help determine if they should extend the lease, upgrade equipment, or return assets, ensuring that members are always using the most relevant and efficient equipment.</p> <p>Upgrade Flexibility During Lease Term:</p> <p>No-Penalty Upgrades: NCL provides agencies with the flexibility to upgrade equipment during the original lease term without penalty. This allows members to trade in outdated or undesirable equipment for newer, up-to-date models, ensuring their operations remain efficient.</p> <p>Example: A municipality leasing vehicles may trade in its fleet for newer models mid-term, without incurring penalties, keeping their operations modern and reliable.</p> <p>End-of-Life Disposal and Return:</p> <p>Hassle-Free Equipment Return: For agencies that choose to return equipment at the end of the lease, NCL ensures the process is convenient and streamlined. Members can return the equipment to an authorized location within 200 miles, minimizing logistical challenges.</p> <p>Example: A school district returning leased IT equipment at the end of the term can easily drop it off at a nearby location arranged by NCL, simplifying the disposal process.</p> <p>Sustainable Disposal Options: For assets requiring environmentally friendly disposal (e.g., electronics), NCL helps agencies arrange proper disposal methods that comply with environmental regulations.</p> <p>Tailored Post-Lease Solutions:</p> <p>Seamless Equipment Upgrades: NCL provides a smooth transition for members looking to upgrade or replace equipment at the end of their lease. This ensures that members stay up to date with the latest technology and equipment with minimal downtime.</p> <p>Transition to New Leases: For agencies looking to continue leasing new equipment, NCL helps them seamlessly roll over to new leases, maintaining continuity in operations without the hassle of restarting the leasing process.</p> <p>Proven Success:</p>

		NCL's tailored support and flexible leasing options have allowed Sourcewell members to successfully manage their leasing agreements with minimal friction. By providing ongoing consultation, no-penalty upgrades, and easy equipment returns, NCL ensures that Sourcewell members receive the maximum benefit from their leasing agreements while maintaining operational efficiency.	
74	For the past three (3) years, what percentage of your business was tax-exempt municipal leasing?	83% of our business has been Tax Exempt Municipal Leasing.	*
75	Describe any assets for which your organization will not provide tax-exempt municipal leasing.	Over the past 24 years, NCL has demonstrated flexibility and creativity by financing any asset type requested by Sourcewell members. We have successfully financed a wide variety of assets, including traditionally challenging projects such as roofing, artificial turf, flooring, software, and other non-traditional items. To date, there has not been a request that NCL could not finance, showcasing our commitment to meeting the diverse needs of Sourcewell Members, regardless of the asset type.	*

<p>76</p>	<p>Describe your underwriting process along with the terms and conditions for tax-exempt municipal leasing.</p>	<p>NCL's underwriting process is designed to evaluate each transaction across three key areas: Entity Type, Asset Type, and Credit/Financial Strength of the Borrower. This thorough approach ensures NCL can provide tailored financing solutions that meet the needs of Sourcewell Members efficiently and effectively.</p> <p>1. Entity Type:</p> <p>Overview: The first step is determining whether the entity qualifies for tax-exempt financing. Entities must possess one of the following powers:</p> <p>The power to tax                  The power to police                  The power of eminent domain</p> <p>Nonprofit Exception: Nonprofits may qualify if they secure a sponsor that possesses one of the above powers.</p> <p>Non-Tax-Exempt Programs: Entities that do not qualify for tax-exempt leasing and do not have a sponsor can utilize NCL's Non-Tax-Exempt Programs, including the Fair Market Value Lease, TRAC Lease, or Equipment Finance Agreements.</p> <p>2. Asset Type:</p> <p>Overview: NCL evaluates the essential use of the asset being financed. Essential-use assets, such as fire trucks, are crucial to the entity's operations. For non-traditional assets, such as playgrounds or fitness equipment, the asset's importance may be less obvious, requiring a deeper review.</p> <p>Non-Appropriation Clause: Most tax-exempt leases include a "non-appropriation" clause, allowing the agency to stop payments if the asset is deemed non-essential during times of financial distress. In such cases, NCL focuses on finding credit-enhancing strategies to approve transactions for non-essential or non-traditional assets, particularly when the financial strength of the borrower may not fully support the request. This ensures that even less obvious assets have a path to approval.</p> <p>Approval Flexibility: NCL has not declined a public entity transaction and always seeks a solution to approve financing. Declines are rare and occur mainly in the nonprofit sector.</p> <p>3. Credit/Financial Strength:</p> <p>Willingness to Pay: NCL evaluates an entity's payment history using credit reporting agencies such as Dun &amp; Bradstreet, ensuring that the applicant has a track record of meeting financial obligations.</p> <p>Ability to Pay: NCL analyzes the entity's financial statements for cash flow and general fund balance, ensuring they have sufficient funds to cover additional debt service. If a positive bond rating exists from Moody's or Standard &amp; Poor's, this may expedite the approval process.</p> <p>Underwriting Process:</p> <p>The process begins with NCL receiving a signed proposal and lease/finance application. The Financial Analyst will then access the agency's financial statements, either online or by contacting the agency directly.</p> <p>Bond Rating: A positive bond rating can result in immediate approval, bypassing a detailed financial analysis.</p> <p>Hands-Off for Sourcewell Vendors: NCL takes responsibility for the entire underwriting process, requiring no involvement from Sourcewell Vendor Sales Teams.</p> <p>Turnaround Times (Key Performance Indicator Goals):</p> <p>Up to \$100K: 4 hours                  \$100K to \$500K: 24 hours                  \$500K and above: 48 hours</p> <p>NCL's underwriting process is designed to be efficient, thorough, and solutions oriented. By focusing on flexibility and providing credit-enhancing strategies, NCL ensures Sourcewell members receive timely approvals for essential projects and non-traditional asset financing.</p>
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77	Describe any minimum or maximum transaction sizes, for each asset type or for the entire portfolio, that you offer for tax-exempt municipal leasing, excluding those already specified in Table 8B.	As provided in the rate tables, located in the document uploads (FOLDER: PRICING ATTCHMENTS #1&2), NCL offers Tax Exempt Municipal Leases on transactions ranging from \$1,500 with no upper limit. To date, the largest funded transaction is \$17 million, with a \$28 million transaction expected to be funded in the final quarter of 2024. This flexibility ensures that Sourcewell members can access tax-exempt financing for both small-scale and large-scale projects.
78	Provide an example of an innovative Solution or approach your firm implemented in a tax-exempt municipal leasing project that resulted in significant benefits for the client.	<p>NCL was approached by a Sourcewell Vendor working with the Washington County 911 Dispatch Center, which faced a critical situation. The Dispatch Center's communications system was outdated, non-compliant with state regulations, and its operation was at risk of shutting down. This posed a significant threat to public safety, as the Dispatch Center's closure would leave the area without emergency response coordination until an alternative solution was found.</p> <p>Adding to their challenges, the Dispatch Center carried an outstanding \$850,000 loan for outdated equipment. The loan's escalating payments were consuming a large portion of the Center's limited budget, which was solely funded by a portion of state sales tax revenue. Although the Center appeared to be part of the county, it was a Political Subdivision of the State, meaning the county had no obligation to support its financial needs. The Dispatch Center was, in effect, on its own.</p> <p>The Challenge:</p> <p>The Dispatch Center needed:</p> <p>A financing term of at least 25 years, which is atypically long for technology-related assets.</p> <p>A solution to consolidate their existing loan to free up room in their budget for the new communications system.</p> <p>NCL's Innovative Solution:</p> <p>NCL proposed a Ground Lease—an innovative financing structure that provided additional security by giving NCL a lien on the Center's building and ground assets. This approach enabled NCL to offer a 25-year financing term, long enough to ensure the payments were manageable within the Center's current and projected budgets. By consolidating the existing loan into the new financing, NCL eliminated the burden of escalating payments, ensuring the Dispatch Center had a stable and predictable payment schedule.</p> <p>The Result:</p> <p>NCL's solution allowed Washington County 911 Dispatch Center to:</p> <p>Remain operational and avoid the risk of closure, ensuring continued public safety services.</p> <p>Comply with state standards by upgrading to a state-of-the-art communications system.</p> <p>Reduce financial stress through a level payment structure that aligned with future sales tax revenue projections.</p> <p>This innovative approach not only saved the Dispatch Center from closure but also provided a long-term solution that fit their financial constraints, showcasing NCL's determination and ability to tailor solutions for complex situations.</p>

**Table 8B: Depth and Breadth of Offered Solutions - Leasing Asset Type or Application**

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

Line Item	Tax-Exempt Municipal Leasing Asset Type or Application	Leasing Offered *	Percentage of Overall Tax-Exempt Municipal Leasing Business *	Number of Closed Transactions for the Past Three (3) Years *	Smallest Closed Transaction Size for the Past Three (3) Years *	Largest Closed Transaction Size for the Past Three (3) Years *
79	Office Furniture	<input checked="" type="radio"/> Yes <input type="radio"/> No	.2%	1	\$400,000	\$400,000
80	Office Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	2.8%	213	\$1,957	\$988,724
81	Technology Software and Licenses	<input checked="" type="radio"/> Yes <input type="radio"/> No	2.1%	220	\$587	\$729,784
82	Technology Hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	2.1%	7	\$34,635	\$2,432,615
83	Fleet Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	42%	175	\$15,000	\$10,185,430
84	Fleet Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	39%	193	\$12,359	\$10,012,699
85	Facility Systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	.8%	4	\$15,281	\$498,306
86	Facility Improvements	<input checked="" type="radio"/> Yes <input type="radio"/> No	11%	32	\$13,745	\$5,000,000

**Table 8C: Depth and Breadth of Offered Solutions - Transactions and Volume by State**

Indicate below the total number of closed transactions and their volume from the past three (3) years. Provide additional comments in the text box provided, as necessary.

Line Item	State	Number of Closed Transactions for the Past Three (3) Years *	Closed Transaction Volume for the Past Three (3) Years *
87	Alabama	72	\$32,914,669.43
88	Alaska	3	\$545,767.94
89	Arizona	5	\$2,663,864.69
90	Arkansas	1	\$62,631.90
91	California	50	\$6,830,549.92
92	Colorado	24	\$2,506,727.22
93	Connecticut	13	\$2,936,268.51
94	Delaware	0	\$0.00
95	District of Columbia (DC)	2	\$1,041,112.54
96	Florida	20	\$12,717,388.48
97	Georgia	6	\$2,200,085.85
98	Hawaii	15	\$76,819.23
99	Idaho	6	\$6,292,268.72
100	Illinois	40	\$6,867,774.37
101	Indiana	3	\$824,642.32
102	Iowa	5	\$693,547.20
103	Kansas	16	\$5,976,886.20
104	Kentucky	7	\$1,036,933.55
105	Louisiana	5	\$549,402.00
106	Maine	3	\$739,535.93
107	Maryland	26	\$487,861.22
108	Massachusetts	3	\$352,452.38
109	Michigan	15	\$2,729,628.74
110	Minnesota	27	\$10,073,013.57

111	Mississippi	1	\$115,828.00	*
112	Missouri	18	\$2,144,294.11	*
113	Montana	9	\$2,365,562.20	*
114	Nebraska	14	\$2,404,412.43	*
115	Nevada	1	\$112,400.73	*
116	New Hampshire	1	\$387,387	*
117	New Jersey	46	\$27,687,006.04	*
118	New Mexico	2	\$217,724.31	*
119	New York	51	\$11,055,979.85	*
120	North Carolina	8	\$2,343,285.47	*
121	North Dakota	1	\$164,621.00	*
122	Ohio	24	\$5,088,050.05	*
123	Oklahoma	5	\$2,014,300.72	*
124	Oregon	9	\$6,524,107.52	*
125	Pennsylvania	14	\$3,945,693.52	*
126	Rhode Island	2	\$60,464.33	*
127	South Carolina	6	\$5,205,165.87	*
128	South Dakota	6	\$1,202,677.50	*
129	Tennessee	6	\$2,264,305.76	*
130	Texas	309	\$10,587,294.26	*
131	Utah	1	\$90,364.25	*
132	Vermont	4	\$630,878.00	*
133	Virginia	5	\$1,335,782.08	*
134	Washington	74	\$2,899,805.30	*
135	West Virginia	6	\$823,010.37	*
136	Wisconsin	10	\$1,382,407.50	*
137	Wyoming	5	\$894,396.38	*
138	Canada	0	\$0.00	*

**Table 9: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 139. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

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

**Documents**

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

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



- [Pricing](#) - Pricing.zip - Tuesday September 24, 2024 10:17:44
- [Financial Strength and Stability](#) - Financial Stability.zip - Tuesday September 24, 2024 10:17:56
- [Marketing Plan/Samples](#) - Marketing.zip - Tuesday September 24, 2024 10:18:27
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Sample Documents.zip - Tuesday September 24, 2024 10:18:44
- Requested Exceptions (optional)
- [Upload Additional Document](#) - References and Case Studies.zip - Tuesday September 24, 2024 10:18:55

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Christopher Canavati, Secretary/Treasurer, Lease Servicing Center, 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
Addendum_1_Tax-Exempt_Municipal_Leasing_RFP092424 Wed August 14 2024 02:39 PM	<input checked="" type="checkbox"/>	1