

MASTER AGREEMENT # 090624

CATEGORY: Vendor Managed Inventory Logistics Management Solutions for Fleets and Facilities SUPPLIER: MANCON, LLC

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 MANCON, LLC, 1961 Diamond Springs Road, Virginia Beach, VA 23455 (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.

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- 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 December 3, 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 RFP #090624 to Participating Entities. In Scope solutions include:
 - 1. Sourcewell is seeking proposals for Vendor Managed Inventory and Logistics Management Solutions for Fleets and Facilities, including, but not to be limited to:
 - a. Vendor Managed Inventory solutions, such as:
 - i. Parts, fluids, equipment, and supplies for vehicle, truck, fleet, and warehouse operations;
 - ii. On and off-site storage, service, and parts room operation, management, and staffing;
 - iii. Performance reporting, and data and technology analysis;
 - iv. Fleet and facility software integration and data exchange;
 - v. Emergency response services;
 - vi. Parts replacement and warranty management;
 - vii. National distribution system services;
 - viii. Stock and non-stock parts sourcing of original equipment and aftermarket parts, fluids, equipment, and supplies; and,
 - ix. Parts research, acquisition, and delivery.
 - b. Logistics Management Solutions, such as:
 - i. Warehouse management services;
 - ii. Warehouse and transportation coordination for in and outbound supplies;
 - iii. Shipment optimization;
 - iv. Freight management;
 - v. Load scheduling and delivery confirmation;
 - vi. Customs management for international shipments;
 - vii. Coordination of just-in-time replenishment of parts; and,
 - viii. Web-based solutions and knowledge-based professional services.
 - c. Training, consultative, and administrative or technical support services related to the delivery of the solutions offered under Section 1. a. or b. above.

- 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 form 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.

- 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.

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- 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

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- 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

Signed by:

Jevery Schwartz

BV: COFD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: ______12/17/2024 | 4:17 PM CST

MANCON, LLC

— DocuSigned by:
Richard A. Clarke

By: _____19AB8B0B99AD43F...

Richard A. Clarke

Title: President Management Consulting Inc.

Manager of MANCON LLC

12/17/2024 | 5:14 PM EST Date:

v052824

RFP 090624 - Vendor Managed Inventory and Logistics Management Solutions for Fleets and Facilities

Vendor Details

Company Name: MANCON, LLC

1961 Diamond Springs Road

Address: Virginia Beach, VA 23455

Contact: Andrew Wickard

Email: awickard@manconinc.com

Phone: 757-793-0694
Fax: 757-457-9339
HST#: 81-3509379

Submission Details

Created On: Wednesday July 17, 2024 10:05:56
Submitted On: Thursday September 05, 2024 07:31:34

Submitted By: Andrew Wickard

Email: awickard@manconinc.com

Transaction #: 9bc8ba15-37c1-467c-a45d-9965ecc18a6c

Submitter's IP Address: 216.54.72.137

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.	MANCON, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
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).	None other than MANCON, LLC.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	7RYX3	*
5	Provide your NAICS code applicable to Solutions proposed.	541614 Process, Physical Distribution, and Logistics Consulting Services	
6	Proposer Physical Address:	1961 Diamond Springs Road Virginia Beach, VA 23455	*
7	Proposer website address (or addresses):	www.manconinc.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):	Richard A. Clarke President, Management Consulting, Inc. Manager of MANCON, LLC 1961 Diamond Springs Road Virginia Beach, VA 23455 rclarke@manconinc.com 757-460-6308	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andrew Wickard Business Development Manager 1961 Diamond Springs Road Virginia Beach, VA 23455 awickard@manconinc.com 757-793-0694	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Albis Business Development Manager 1961 Diamond Springs Road Virginia Beach, VA 23455 dalbis@manconinc.com 757-457-9576	

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

Line Item Question Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	MANCON, LLC, a privately and closely held subsidiary of Management Consulting, Inc. was founded in 1983 by a career U.S. Navy logistician who for 24 years provided parts to Navy ships, nuclear submarines, airplanes, and vehicles, so it was a natural transition as a civilian to start a business focused on providing repair parts to organizations performing heavy maintenance. What began as a company primarily focused on providing logistics support services and products to the U.S. Navy at the largest naval base in the world in Norfolk, VA, today operates three divisions concentrating on serving complimentary market segments. MANCON's Federal Services Division operates nationally and in selected overseas locations providing logistics and administrative support staffing services to all agencies of the federal government while primarily focused on the Department of Defense. MANCON's Business and Industrial Supplies Division provides a wide range of products including cleaning supplies, personal protective equipment, office supplies, and packing supplies to commercial and government customers in southeastern Virginia and northern North Carolina. Lastly, with the award of our Virginia Department of Transportation contract in 2002, the Supply Chain Management Division entered the fleet and facility parts Vendor Managed Inventory market segment which supports large vehicle and equipment fleet or facility maintenance operations with an on-site full turnkey inventory management and parts procurement solution. MANCON's mission statement reflects our business philosophy that the customer is central to everything we do, specifically:	*
		"MANCON's mission is to meet the needs of each of our customers by providing the right people, products and services at a fair price, every time." Our mission statement is a commitment that we treat every customer fairly by providing them with what they need, at the time they need it, at a reasonable cost. MANCON takes a long-term perspective on company growth by earning our customers' business every day which is reflected in our longevity and slow but steady consistent organic growth since 1983. Without the pressures of the public market, as a closely held company, MANCON can go to extraordinary measures to serve our customers which is reflected in our company values of: Integrity – We are true to our word. Customer-centric solutions – The customers' best interest is our gauge. Dedication – Our people are dedicated to our customers' success.	
12	What are your company's expectations in the event of an award?	MANCON expects to achieve 5% year-over-year sales growth resulting from a Sourcewell award. Sourcewell is the Gold Standard of purchasing cooperatives because Participating Entities trust Sourcewell as a fellow government entity. Further, Sourcewell's effective marketing has resulted in it becoming the most recognized purchasing cooperative in a crowded field. Accordingly, we expect to raise our brand awareness among Participating Entities.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	MANCON's Dun & Bradstreet DUNS number is 08-040-3890. Attached are MANCON's most recent annual financial reports. Also attached is a \$10 million working capital line of credit from MANCON's bank, TowneBank, which is headquartered in Portsmouth, VA. Due to consistent revenue growth, expense control, absence of debt, and market segment diversification over the past decade, MANCON's financial condition is exceptional. Despite the 2020 economic downturn and resulting significant ongoing supply chain disruptions, MANCON has continued to be profitable while retaining our entire workforce of 500 employees while adding customers and increasing revenue.	*
14	What is your US market share for the solutions that you are proposing?	Nationally, there are only two companies that are solely focused on providing Vendor Managed Inventory services supporting fleet maintenance, MANCON and NAPA. While competing for work via the Request for Proposal process, we have encountered regional wholesale parts distributors who provide the service such as Tidewater Fleet Supply and The Parts House, but their market is limited to their regional distribution system coverage. Turnkey fleet maintenance providers such as Vector Fleet Maintenance have extended their service offering to include Vendor Managed Inventory services, but their market penetration has been limited. MANCON operates over 80 staffed parts storerooms for fleet and facility maintenance Vendor Managed Inventory customers with total annual revenue exceeding \$190 million. While we don't have insight into the revenue generated by our competition from Vendor Managed Inventory services, MANCON estimates that we have 15% to 20% of the U.S. market share.	*
15	What is your Canadian market share for the solutions that you are proposing?	MANCON presently has no operations in Canada, so 0% market share.	*

16	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.	MANCON has never petitioned for bankruptcy.
17	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).	a. MANCON is not a wholesale distributor nor do we have a dealer network, but rather our workforce operating our customers' parts storerooms manage, purchase, and provide to our fleet customers, millions of parts of various brands from thousands of suppliers for which we aren't required to obtain documentation to resell.
	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? 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?	b. MANCON is a service provider whose employees are the workforce performing the sales function and providing the Vendor Managed Inventory service at our customers' vehicle and equipment fleet maintenance facilities. At each of our customer locations, MANCON employees are staffing the parts storeroom operations where we manage and issue MANCON-owned inventory while purchasing non-stocked parts on demand. Our Virginia Beach, VA headquarters staff provides supporting functions for our service workforce such as monthly customer invoicing, vendor payment, human resource support, safety program management, Vendor Managed Inventory program oversight, performance measurement & reporting, Information Technology support, training, and technical assistance.
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.	Other than a local or state business license which is easily obtainable, there is no specific license or certification required to perform Vendor Managed Inventory services. However, each fleet and facility maintenance customer determines what level and type of certification that they require of our on-site workforce. Typically, MANCON employees are required to possess a driver's license for the purpose of operating delivery vehicles, whether they be MANCON-owned or customer provided. Even at Vendor Managed Inventory operations where MANCON has a dedicated Delivery Driver, all on-site employees are expected to be able to operate a vehicle for the purpose of picking up parts at local suppliers.
		Additionally, forklift certification is required to either operate MANCON-owned forklifts or to operate our customers' forklifts. Customers also dictate what license is required, be it a commercial forklift certification course, their own certification, or MANCON's forklift certification program. Except at those few customer maintenance facilities where our customers operate forklifts on our behalf for loading and unloading delivery vehicles, every on-site MANCON staff has at least one certified forklift driver.
		Automotive Service Excellence (ASE) certification is also sometimes required by our customers. Most often they will want our staff to have an ASE P1 (Medium/Heavy Truck Parts Specialist) or an ASE P2 (Automobile Parts Specialist) certification. ASE certified Parts Specialist command higher wages because the industry recognizes the value in having an employee with an ASE certification behind the counter in a parts storeroom.
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 Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	MANCON has never been debarred or suspended since our inception in 1983.
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	The U.S. AbilityOne Commission recognized MANCON as an "OUTSTANDING" AbilityOne Program distributor due to our continual efforts to support the AbilityOne Program. The AbilityOne Program generates jobs for individuals who are blind or have other significant disabilities through Federal Government purchases of certain products and services provided by nonprofit agencies employing such individuals. MANCON has been affiliated with the AbilityOne Program since 1998.
		The City of Fort Lauderdale, an existing MANCON customer accessing our services via our current Sourcewell contract, was awarded the 2024 NAFA Fleet Management Association 100 Best Public Fleets.
21	What percentage of your sales are to the governmental sector in the past three years?	98% of our past three years sales are in the governmental sector including federal, state, and municipal government entities.
22	What percentage of your sales are to the education sector in the past three years?	Under 1% of our past three years sales are in 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?	MANCON is an awardee of an HGAC Buy cooperative contract for providing Vendor Management Inventory services to customers performing fleet maintenance. To date we have no sales resulting from our HGAC Buy cooperative contract.	*
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?	Throughout our history MANCON has held 13 GSA or Indefinite Delivery Indefinite Quantity (IDIQ) multiple award contracts resulting in sales exceeding \$1 billion. Currently, we hold the following schedule with the three-year sales volume provided: GSA 00CORP Professional Services Schedule - \$305.167.68	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
New Jersey Department of Transportation	Mr. Anthony "TJ" D'Errico	(609) 817-9477	*
Maine Department of Transportation	Ms. Danielle Brooks	(207) 624-8215	*
New Castle County, Delaware	Mr. Dale Saunders	(302) 395-5381	*

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

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

Line Item	Question	Response *	
26	Sales force.	At our headquarters, MANCON has a full-time business development staff consisting of 2 proposal managers responding to solicitations and pursuing customer growth. Our commercial and government sales teams are organized under a vice president. Supporting MANCON's commercial customers we have one director, one manager and 5 sales representatives providing inside and outside sales assistance. Supporting our government customers MANCON has 2 managers, 7 inside sales associates, and 1 outside sales associate focused on responding to federal customer requirements.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	MANCON does not have a dealer network, but we do have an extensive national network of suppliers from whom we purchase automotive and truck parts, supplies, lubricants, and tires supporting all makes and models of vehicles and equipment operated by our customers. We receive manufacturer direct pricing from several suppliers and manufacturers such as Baldwin Filters, Grote Industries, Spartan Chemical, Gates Belts, Exide Technologies, East Penn Manufacturing, Alamo Industrial, 3M, and Wilson to name a few. MANCON often receives very good sales leads from our suppliers because they don't have the ability or desire to perform Vendor Managed Inventory services and instead prefer to refer MANCON to these customers.	*
28	Service force.	MANCON has a three-tiered service force. First, our Headquarters Training & Implementation Team is mobile throughout the U.S. to implement new operations. Additionally, this team, led by an Operations Manager, provide periodic follow-up training for our on-site storeroom staffs and they conduct physical inventory counts of MANCON-owned stock at the parts storerooms we operate for our customers. Once an operation is implemented, daily execution is the responsibility of the Headquarters Customer Support Team, which is directed by Customer Support Managers and led by an Operations Manager. These teams are assigned specific customers and they primarily provide back-office assistance, invoice generation, inventory management support, problem transaction troubleshooting, and technical support for our service personnel at customer parts storeroom locations.	*
		Lastly, service in the field is delivered by over 300 MANCON employees directly supporting our Vendor Managed Inventory customers. Twenty-one managers throughout the U.S. provide the daily oversight, direction, and leadership for MANCON's on-site workforce serving our customers. These managers are directly aligned with specific customers and they are in constant communication with our customers' leadership teams who execute the fleet and facilities maintenance effort.	

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	MANCON's business development and sales staff handle all orders for our Vendor Managed Inventory and Logistics Management services. The process begins with the customer describing their logistics requirements supporting their fleet or facilities maintenance operations. Providing scoping information such as the number and location of maintenance facilities requiring parts support, the hours of operation, the number of technicians supported by the parts operation, the annual number of parts related work orders generated in the maintenance effort, the total annual dollar value of parts, lubricants, tires, and supplies used to conduct maintenance, etc.	*
		MANCON responds to the scoping data with a proposed Statement of Work which includes MANCON's proposed labor and non-labor resources required to run the operation. These labor and non-labor resources determine the price of the service which is also included in the Statement of Work. After jointly refining the Statement of Work with the Participating Entity, customer-specific terms and conditions are added, and together with MANCON's Sourcewell award, they become the contract between MANCON and the Participating Entity.	
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Central to MANCON's service are our employees who staff the customer service counters at our Vendor Managed Inventory operations in our customers' fleet maintenance facilities. This is where our staff engages our customers' technicians who perform the fleet and facilities maintenance. MANCON needs to ensure that we have sufficient customer service counter staff to effectively process our customers' parts orders with minimal wait time. That is why the scoping data and the labor requirement assessment are so critical during the service ordering process described in response #29.	
		Even when our customers use an electronic parts ordering process, communicating with technicians is important due to the technical complexity of the parts that we procure. Occasionally, our suppliers require additional identifying information from the vehicle or equipment before MANCON can source the correct part. Resolving this involves MANCON staff communicating with the technician who is conducting the repair. It also sometimes requires that our staff join the technician in the maintenance bay to find a part number on the installed broken component, or taking pictures of the part to be replaced which are provided by our staff to the supplier, or conducting research using technical publications. Generally, wait time at the customer service counter is negligible, but if we do have technicians waiting for counter service from our Parts Specialists then other MANCON parts storeroom staff are trained to help.	*
		Supporting the effort at the customer service counter are our headquarters Customer Support Teams who are aligned to assist specific Vendor Managed Inventory operations. While the Teams are primarily responsible for performing back office support functions for the staff in the field, the Customer Support Managers frequently engage with our customers' maintenance leadership teams to address continuous improvement initiatives, to jointly plan for special/seasonal maintenance or projects, and to discuss future operational changes. Much of the communication to our headquarters Customer Support Teams is conducted via e-mail and it is expected that our customers receive same day responses from our staff.	
		Contractual Service Level Agreements (SLA) specify quantifiable performance measures by contract. Consistently attaining these SLAs reflects providing responsive customer service by both our on-site and headquarters staffs. Additionally, the results of effective customer service are manifested in decreased vehicle and equipment repair turn-around time, increased vehicle and equipment availability, and increased technician productivity.	
		MANCON incentivizes our staff to achieve SLA metrics and to provide excellent customer service by granting annual performance bonuses.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	MANCON is willing to provide our Vendor Managed Inventory service, turnkey warehouse operation service, and Logistics Management Solutions to any Sourcewell participating entity in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	While MANCON does not have a current Canadian Vendor Managed Inventory customer, we have pursued a large public Canadian fleet solicitation, but decided against submitting a proposal due to the price structure. So, for a large opportunity MANCON would create the infrastructure necessary to serve a Sourcewell participating entity in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	MANCON's service limitation is not dictated by geography, but rather by the size of the participating entity. Generally, for the sensible economics of outsourcing parts storeroom Vendor Managed Inventory to a contractor such as MANCON, the customer should have \$750,000 to \$1 million in annual automotive and truck parts, supplies, lubricants, and tires spend. This size of operation will support a 2-person parts storeroom staff which allows for staff to take personal time off or absence for sickness. For parts storeroom operations smaller than that size standard, the cost for the service is too much of a burden on the vehicle repair cost to justify a dedicated storeroom staff. So, while MANCON will operate anywhere in the U.S. and Canada, customer size dictates the viability of the opportunity.	*

34	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.	MANCON has no limitation on serving any of Sourcewell's participating entity market segments.	*
35	participating entities in Hawaii and Alaska	Except for the customer size consideration explained in the response to question 33, MANCON has no restrictions on serving participating entities in Hawaii and Alaska and in U.S. Territories. Pricing and Service Level Agreements could vary based on the location due to governmental taxes and fees such as the Hawaii General Excise Tax and parts delivery timeframes and expenses especially in U.S. Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, MANCON will offer terms of any Sourcewell awarded master agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	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.	MANCON's marketing strategy is to raise awareness of our Vendor Managed Inventory program with government fleet and facilities managers in the State, Local, and Education (SLED) government market segment because these managers are the consumers of our service. In addition to promoting our service to the end-user, MANCON also seeks to raise awareness among SLED purchasing officials because they seek solutions to budgetary constraints and their purchasing operations are directly affected by fleet and facilities maintenance operations due to the need for expansive contract coverage and high transactional purchasing volume for parts, supplies, and repair services. The third focus is on public works officials who often have purview over fleet and facility maintenance operations and even if they don't, their equipment and facilities condition are affected by the parts management operation effectiveness. Finally, utility fleets are a target market for MANCON because, like our department of transportation customers, they too operate large fleets which are repaired by multiple maintenance facilities over a large geographic area.	
		MANCON primarily focuses our marketing efforts on attendance at trade shows and participation in their sponsoring associations because that is where the aforementioned officials convene and receive their information. The following is a list of trade shows, and their affiliated associations, that MANCON attends regularly which is annually for most.	
		Government Fleet Expo & Conference (GFX) NAFA Fleet Management Association NAFA Institute & Expo (I&E)	
		 Florida Association of Governmental Fleet Administrators (FLAGFA) FLAGFA Bi-annual Conference & Expo California Association of Public Procurement Officials (CAPPO) Conference Supplier 	*
		Exposition • Virginia Association of Governmental Purchasing (VAGP) Conference & Expo • Association of State Highway Transportation Officials (AASHTO) Equipment Fleet Management National Conference	
		 Northeast/Midwest Equipment Management Conference Southeastern States Equipment Managers Conference Western States Highway Equipment Managers Association Conference Georgia Procurement Conference 	
		 National Institute of Governmental Purchasing (NIGP) Annual Forum and Products Exposition FleetPros FleetCon Annual Convention American Public Works Association (APWA) Public Works Expo (PWX) The Association for the Work Truck Industry NTEA Work Truck Show (WTS) 	
		 American Public Transportation Association (APTA) Expo Southeast Governmental Fleet Managers Association (SGFMA) Annual Meeting and Equipment Show Utility Expo Transit Mobility Alliance Conference (FASTER User Conference) 	
		MANCON's trifold marketing brochure is attached in the proposal documents section on the Sourcewell purchasing portal.	

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MANCON has a website and a social media presence on Facebook and LinkedIn. We are attracting traffic to our website by employing Search Engine Optimization which uses keywords and products titles that are more likely to be searched for first. MANCON also uses structured data to provide accurate information about each page which makes it easier for spiders (search algorithms) to scan the content, categorize it, and rank it accordingly. We monitor our Web page speed loading (initial landing page load and concurrent clicks) and mobile-friendly integration knowing that Google tracks that data for page ranking which gives preference to faster websites. Lastly, MANCON uses Google Analytics service which allows in-depth analysis of visitors to MANCON's website. From a social media perspective, we generate posts to attract customers by raising awareness of MANCON's products. Particularly during the height of the Covid pandemic when MANCON had scarce cleaning supplies and personal protective equipment in stock, our social media connections were sharing MANCON product availability posts with other	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a	people in their network. This network effect resulted in driving significant customer demand with some traveling from out of state to purchase product. We expect Sourcewell to be a supportive partner in promoting our Vendor Managed Inventory service by giving MANCON no greater or less importance than other awardees if it is a multiple award contract. Further, at those trade shows where there is a Sourcewell	
	Sourcewell-awarded agreement into your sales process?	awarded contractor pavilion, we want to continue to be welcomed in the Sourcewell venue with your other awardees. MANCON leads the sales discussion with existing and potential customers by first promoting Sourcewell as the basis of a contract. It is far easier for both parties to leverage our Sourcewell award rather than to initiate and respond to a Request for Proposal process. Our promotional literature features MANCON's Sourcewell award and we will continue to proudly display our Sourcewell banner designating us as a contract awardee at our trade show booth. Closing business via a Sourcewell contract is a much more efficient use of our business development effort relative to responding to voluminous solicitations and therefore it is our preferred vehicle for acquiring and retaining customers.	*
40	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.	MANCON provides our customers with several electronic methods for transmitting orders. First, we can create a custom on-line catalog which allows customers to keyword search among various categories of items. Once the customer has identified the item that they desire to order, they complete a check out process which transmits the order to MANCON staff. The on-line process also provides for a hierarchical customer approval process prior to MANCON receiving the order. For example, a technician's order may be routed to a supervisor for approval and then, based on other criteria such as extended price or expedited shipping charge authorization, the order may be routed higher in the chain of command for final approval before MANCON processes the request. This flexible on-line catalog ordering process provides transparency, speed, and accountability for our customers' orders.	
		Second, MANCON has created a Web order form which is completed by the requesting technician. It is electronically transmitted to MANCON, and like the catalog ordering process, it too can be routed to supervisors for approval prior to MANCON taking action to process the order. Also, like the catalog process, the Web order form automatically populates a sales order in MANCON's ERP system Microsoft Dynamics 365 Business Central which provides for order accuracy, speed, and accountability.	*
		Finally, MANCON can also accept e-mail orders which are generated in our customers' maintenance management system. These e-mail orders are received by the supporting MANCON parts storeroom staff in an e-mail in box that is accessible to the entire staff. The orders are processed by the staff as they are received. Like the other two electronic ordering methods described here, the e-mail ordering process is an accountable and accurate method for communicating our customers' parts requirements.	

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

Line	Question	Response *	
Item		·	

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.

At our customers' request, MANCON will provide process and procedure training for topics such as ordering, receiving, Safety Data Sheet access, Data & Reports portal use, and any other relevant topic associated with the Vendor Managed Inventory service that MANCON provides. MANCON makes this customized training content available to our customers via "MANCON U", a series on online training tutorial videos which guides our customers' employees with a step-by-step real-time demonstration and a narrative voice-over which is available via MANCON's customized Web portal. "MANCON U" is available 24/7 to employees so that they have a visual ready reference for all the processes associated with MANCON's contact with the customer. Because "MANCON U" is a product developed inhouse by our headquarters Supply Chain Management Division, the content can be modified on demand as processes change or it can be tailored to suit a specific customer's operational needs.

Because MANCON has relationships with most of the major parts Original Equipment Manufacturers (OEM) and aftermarket parts suppliers, we generally have access to their parts installation and maintenance training content. MANCON's suppliers benefit by having our customers use their training programs because the manufacturers know that an informed customer who understands their products' benefits and form, fit, and function advantages results in increased product sales. Therefore, manufacturer provided technician training is often free to MANCON customers, particularly if it is delivered over the Web. Where there is a fee for training, which is typical of instructor led on-site training, MANCON invoices our customers for the training cost.

Describe any technological advances that your proposed Solutions offer.

MANCON has invested heavily in information technology (IT) to ensure that we have current, robust, secure, and resilient tools to delivery our Vendor Managed Inventory service. Specifically, the IT backbone of our business is cloud-based Microsoft Dynamics 365 Business Central (BC) which recently underwent a full system upgrade from Microsoft Dynamics NAV which provides a wide array of features to better manage, extract, analyze, and report transaction data. The following is a list of technological advances that MANCON leverages, many of which are facilitated by BC.

Data & Reports Portal – MANCON's Supply Chain Management headquarters staff develops a customized Data & Reports portal for each customer so that our Customer Support Teams, on-site parts storeroom staffs, and our customers all have access to real time transaction and performance data. Nearly every report and dataset available via the Data & Reports portal is self-generated with selectable parameters such as date ranges, location, and transaction type. BC provides the flexibility to write any data element that we capture which can then be queried and presented in a report or dataset via the Data & Reports portal.

Receiving Tablet – To ensure that we have accountability for the parts that we provide our customers MANCON uses a tablet which displays the list of parts on a sales order and provides a space for the receiving technician to electronically sign for receipt acknowledgement. These electronic proof of delivery confirmations are available to our customers via the Data & Reports portal which provides transparency, accountability, fraud mitigation, and an audit trail. This feature is important because our customers can use this data to substantiate the monthly parts invoice which provides all the sales orders for the month and line item detail for each part provided by MANCON.

Video Monitor Status Boards – Video monitor status boards can be displayed in prominent locations throughout the maintenance facility so that technicians and supervisors have timely access to the parts related information that is most important to them. Like the Data & Reports portal, these video monitor status boards receive real time data from BC and they can be programmed to display any BC data field or other content such as general announcements, weather forecasts, schedule changes, etc. as they scroll through the programmed information. From a parts operation perspective, the most useful information to provide technicians via the video monitor status boards is posting orders that are ready for pick up at the customer service counter and the status of parts on order.

Data Sharing Via Application Programming Interface (API) and File Transfer Protocol (FTP) – Because our fleet and facilities customers typically use a maintenance management software such as AssetWorks, Faster, Collective Data, Flagship Fleet Maintenance, Maximo, RTA, etc. and MANCON conducts the inventory management, purchasing, and vendor payment transactions in BC, there is a need to ensure that the parts related transactions are reflected in our customers' maintenance management systems. Rather than manually enter the parts activity, which is prone to errors, MANCON creates APIs to transmit data in real-time or we initiate a daily parts transaction flat file which is transmitted via FTP at the end of the workday, although the file can be transmitted as frequently as desired by the customer.

Parts & Supplies Vending Machines – MANCON can provide parts vending machines for high velocity supplies or for material that customers want to control such as items that may be taken for personal home use. These Web enabled vending machines permit dispensing by technician identification number, record usage against work orders, and alert when replenishment is required. MANCON has successfully employed this technology at customer locations who desire to have after-hours, emergency access, controlled access to pilferable product, or remote location material availability. Customers typically desire to have high use, preventative maintenance, or safety items dispensed from the vending machines which can be configured to support products of different dimensions, size, unit of issue, weight, and price point.

Radio-Frequency Identification (RFID) Portal Storeroom - Employing RFID technology in a storeroom allows for technicians to have free access to draw parts while recording their use without dedicated storeroom staffing. RFID is an automatic identification method relying on storing and remotely retrieving data using RFID tags or transponders. The technology requires that MANCON personnel affix a reusable RFID tag to each item in the storeroom which is read by a receiver and recorded as an issue as the item passes out the storeroom door. MANCON uploads minimum and maximum item stocking levels to the RFID system database so the system automatically triggers stock replenishment orders. To ensure inventory integrity, MANCON periodically performs a wall-to-wall physical inventory by counting every stocked item. RFID technology can also be applied to tool issue cribs and handheld equipment storerooms to assist with accountable issue and tracking of these highly pilferable items such as diagnostic equipment, special tools, string trimmers, chain saws, generators, etc.

Electronic Ordering – MANCON's electronic ordering capability is described at length in our response to question 40. MANCON offers customers several electronic ordering options so that we can accommodate our customers' operational needs.

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	At all our Vendor Managed Inventory sites, MANCON not only provides products, but we also operate a reverse logistics supply chain by returning used components such as batteries, water pumps, alternators, generators, injectors, and other repairable components to our suppliers for core credit. Using BC data and reports that we've developed, MANCON systematically tracks components that need to be returned to our suppliers for core credit so that we ensure accountability for their return and receive supplier core credit which is passed to our customers. These parts are ultimately reconditioned, remanufactured, and sold again as new components.	
		Additionally, with our customers' permission, MANCON purchases and stocks remanufactured parts which save our customers money and help to eliminate waste. Lastly, MANCON also manages the proper return of used fluids such as motor oil and antifreeze to recyclers. Depending on market conditions, MANCON is paid for these used fluids and the proceeds are returned to our customers via the monthly invoicing process. So, this environmentally friendly practice both reclaims waste fluids for recycling and reprocessing into new products while also generating revenue for our customers.	*
		Finally, part and automotive chemical manufacturers have developed increasingly growing product lines that are made more environmentally friendly by reducing or eliminating their hazardous material content. Already manufacturers are using technologies such as 3D printing and robotic fabrication to reduce material waste and enhance energy efficiency. Often packaged in a green box, MANCON will stock and issue these products with our customers' concurrence.	
44	Identify any third-party issued ecolabels, 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.	MANCON's Business and Industrial Supplies Division and Supply Chain Management Division sell full lines of green cleaning products, remanufactured components, and office and janitorial products with high recycled material content. MANCON provides these green products such as bio-based degreaser, bio-based hand cleaner, non-petroleum graffiti remover, no VOC all-purpose cleaner, and 100% recycled toilet tissue and copier paper to our fleet and facilities maintenance customers. These more environmentally friendly products qualify for one or more of the following sustainability standards: Green Seal Certified, U.S. EPA Safer Choice Standards, USDA Certified Biobased Product, and High Efficiency. MANCON is committed to contributing to a safer environment by offering our customers more ecologically sustainable products.	*

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?

Our business model is very different from our competitors which allows us to be more aligned with our customers' interests. Employing a service model, MANCON charges a fixed fee for the on-site labor and non-labor expenses to provide the Vendor Managed Inventory service while invoicing customers for the material we procure on their behalf at MANCON's landed cost without additional mark-up. By not assessing a gross profit margin on parts and supplies, MANCON is more aligned with our customers' goals relative to our competition for the following reasons:

- MANCON's preferred business model allows customers to choose which suppliers, price point, part quality (good, better, or best), and brands that they prefer for various categories of material and vehicle repair applications.
- Our customers' chief concern is speed, that is receiving the right part as quickly as possible after placing an order. MANCON achieves this by maintaining a stocked on-site storeroom at the customers' fleet maintenance facility and by establishing a robust, primarily local, supplier network. Unlike our competitors, MANCON does not have an organic parts distribution infrastructure that needs to be leveraged for business success. Instead, MANCON is focused on procuring parts quickly from local suppliers rather than having customers wait for product from distant distribution centers.
- MANCON employees are focused on satisfying our customers' parts requirements rather than selling parts that deliver the highest profit margin.
- MANCON's fixed fee service model allows our customers to accurately budget for vehicle maintenance operational costs.
- MANCON's brand neutral approach allows our employees to focus on providing the exact parts from the original equipment or aftermarket manufacturer preferred by our customers.
- MANCON's measures of success are customer cost savings, high material issued on demand rates, vehicle maintenance productivity improvements, and increased vehicle availability rates rather than product sales and gross margin percentage.
- MANCON's parts and fee pricing is transparent, easily auditable, and substantiated by source documents maintained on file locally.

As a privately held company, MANCON views our customers as the most important stakeholder in our business. Our customers' maintenance and operational outcomes define our success and therefore our workforce is attuned to satisfying your requirements. Procuring parts on their behalf, it is our customers who drive the purchasing decisions related to price, parts manufacturer, brand, part quality, country of origin, and aftermarket or original equipment manufacturer. MANCON has no financial stake in our customers' parts preferences.

Despite MANCON's brand neutral approach, we continuously work with our suppliers to reduce cost based on procurement volume and, with our customers' permission, substitution to more economical or more durable items. MANCON reduces material cost by aggregating demand across all our operations, so as we scale the business, our customers reap the benefits of lower parts pricing.

46	Describe your capabilities in supply chain, logistics, and atypical demand when emergency response services and support are required during events such as extreme weather.	Because public fleet vehicles (police, fire/rescue, snowplows, ambulances, etc.) are critical to our customers' ability to perform their primary mission during snowstorms, hurricanes, flooding, other adverse weather events, civil unrest, and special events (conventions, sports, concerts, etc.) drawing national attention, MANCON is accustomed to preparing for and responding to these emergencies. In fact, MANCON staff is part of the planning process to ensure that the appropriate material is in stock at our customers' maintenance facilities to be able to respond immediately when emergency response is required.
		MANCON personnel support emergency and after-hours requirements at our customers' direction. When our customers require after hours support, a designated manager contacts our On-site Manager or Location Supervisor who maintains a staff phone recall list for the purpose of recalling MANCON employees. MANCON personnel respond by reporting to work to provide service with the appropriate number of employees. As a condition of employment, MANCON employees understand that they will need to operate the Vendor Managed Inventory parts room for an indefinite period until the customer has determined that emergency operations may cease.
		To the greatest extent possible for protracted emergencies, the On-site Manager or Location Supervisor will adjust working hours to minimize overtime requirements in support of emergencies, disaster recovery, storm events, and spikes in workload. Customer-directed and authorized hours worked by a MANCON employee exceeding 40 per week will be invoiced to the customer at the overtime rates by labor category reflected in contract pricing.
		In exceptional circumstances after hours when customers do not need to recall MANCON personnel, a customer supervisory level "trusted agent" will be granted access to the maintenance facility parts storeroom to retrieve parts for an extremely urgent repair. MANCON works with our customers to develop a process for trusted agent unaccompanied access and documentation of parts removed from the parts storeroom in the absence of MANCON staff.
47	Describe your strategy regarding the disposition of existing and remaining inventory at the start of and conclusion of a Participating entity utilizing your services.	At contract start, MANCON offers to purchase up to a six-month supply of existing customer inventory based on the last 2 years of customer demand data. MANCON manages the items which don't meet this criterion as customer-owned inventory which is sold first prior to selling MANCON-owned inventory. Further, MANCON will attempt to monetize the remaining customer-owned inventory by working with suppliers in our network to buyback this inventory, to provide vendor credit, or to execute a vendor lift by replacing obsolete inventory with useful inventory.
		Similarly, at contract conclusion, MANCON expects that the customer or a follow-on contractor will purchase anything that MANCON was required to purchase at contract start plus a sixmonth supply of existing non-obsolete MANCON stock at actual unit cost based on the prior two years' usage. While this may seem like a significant commitment, an inventory purchase requirement is in the best interest of both parties because maintaining a well-stocked inventory through contract transition is necessary for effective fleet maintenance. Additionally, having a well-stocked inventory transfer to the customer or a follow-on contractor greatly reduces the likelihood that key parts will be unavailable during any subsequent transition. Further, the effort for the customer or a follow-on contractor to source and purchase an equivalent inventory from multiple suppliers will be significantly more time-consuming than a single inventory purchase from MANCON while the total price is likely to be nearly equivalent. Finally, purchasing MANCON's existing non-obsolete inventory at contract conclusion reduces transition time and complexity resulting from having to remove all inventory before the customer or a follow-on contractor stocks the shelves with new inventory.

48	Describe your ability to integrate
	fleet software into your inventory
	management program.

MANCON has experience using and interfacing with numerous maintenance management software systems such as AssetWorks M5, AssetWorks FleetFocus, Trapeze, Collective Data, AgileAssets, FASTER Web, FASTER Win, Flagship Fleet Maintenance, and Maximo Asset Management. Successful data sharing between systems requires defined coordinated processes between MANCON and our customers, known data structure between the two databases sharing data, an understanding of our customers' requirement for information, and knowledge of BC's ability to capture the required data.

To avoid errors associated with manual posting, MANCON automatically posts issues to our customers' maintenance management systems by transferring data such as issued part number, issued quantity, unit of issue, material unit price, material extended cost, and part nomenclature. We accomplish this by capturing the work order number, vehicle number, Vehicle Identification Number (VIN), and any other data element that our customers require in BC which allows us to pass back the parts issue information which corresponds to those data elements via Application Programming Interface (API) calls in real-time or via a daily flat data file typically transmitted via File Transfer Protocol (ftp).

API data immediately populates our customers' fleet maintenance information systems while the daily flat file is downloaded by our customers for loading into their system. MANCON commits to working with our customers and the fleet maintenance system software provider to make any adjustments to our data sharing functionality to ensure that customers seamlessly have the part issuance and costing data required to effectively conduct business. We are confident that data transfer will be successful across other modern fleet management system because MANCON's BC provides the flexibility to share data across platforms due to its software architecture, cloud-based access, and wide use.

The varied fleet maintenance information system software that we are required to interface with has caused MANCON to develop the capability to define and develop unique data solutions. Even within the same maintenance management information system, the interface between two customers will be different due to software configuration.

Table 5B: Value-Added Attributes

Line	Question	Certification	Offered	Comment
Item				

49	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 resellers if available. Select all that apply.		© Yes ○ No	While MANCON does not qualify for any of the certifications addressed in this section because we are a large unrestricted business for most of the business opportunities that we pursue, MANCON does subcontract to or purchase from numerous small business suppliers who are certified in various minority or disadvantaged federal set-aside categories. Specifically, in the prior 3 years (1 Apr 2021 – 31 Mar 2024) MANCON has purchased from or subcontracted to companies certified in the federal set-aside categories for the amounts indicated as follows: * Small Business – \$148,295,087.39 * Small Disadvantaged Business (SDB) – \$4,530,264.33 * Woman-Owned Small Business (WOSB) – \$23,480,710.97 * Veteran-Owned Small Business (VOSB) – \$12,088,605.71 * HUBZone – \$3,095,751.91 * Service-Disabled Veteran-Owned Small Business (SDVOSB) – \$7,492,637.29 * 8a Certified Small Business – \$4,894,723.02 * Alaskan Native Corporation – \$2,590.85 Total 3-year Set-Aside Spend - \$203,880,371.47 or 43.4% of MANCON's total spending. Further, in the Supply Chain Management Division, MANCON
				serves customers who have small, minority, or disadvantaged utilization goals. For example, our Virginia Department of Transportation (VDOT) contract requires that MANCON purchase at least 20% of the total contract spend from Small, Women-owned, and Minority-owned Business (SWaM) certified suppliers. For the last fiscal year ended 30 June 2024 supporting VDOT, MANCON sourced material from 3,040 suppliers, 656 of which were SWaM certified from whom we purchased \$16,668,295 or 21.5% of MANCON's total annual VDOT parts spend. MANCON consistently exceeds our 20% SWaM goal by actively cultivating a network of suppliers who qualify for the SWaM certification but don't yet have the product lines to support VDOT. Through our existing supplier network, we work with them to become distributors of products that our VDOT customer uses.
50		Minority Business Enterprise (MBE)	© Yes ○ No	For federal reporting purposes, Minority Business Enterprise (MBE) is not a set-aside category that we track or report to the U.S. Small Business Association. Use of MBE certified companies is reserved for city, county, municipal, or transit agency contracts and therefore their use is tracked on a contract-by-contract basis. The MBE certification process is different by customer so MANCON establishes a unique set of MBE certified businesses to satisfy each contract's requirement. Most MBE certified suppliers also qualify for a federal set-aside category so their use is captured in the figures reflected in MANCON's response to question 49.
51		Women Business Enterprise (WBE)	ெYes ೧ No	For federal reporting purposes, Women Business Enterprise (WBE) is not a set-aside category that we track or report to the U.S. Small Business Association. Use of WBE certified companies is reserved for city, county, municipal, or transit agency contracts and therefore their use is tracked on a contract-by-contract basis. The WBE certification process is different by customer so MANCON establishes a unique set of WBE certified businesses to satisfy each contract's requirement. Most WBE certified suppliers also qualify for a federal set-aside category so their use is captured in the figures reflected in MANCON's response to question 49.
52		Disabled-Owned Business Enterprise (DOBE)	© Yes ○ No	For federal reporting purposes, Disabled-Owned Business Enterprise (DOBE) is not a set-aside category that we track or report to the U.S. Small Business Association. Use of DOBE certified companies is reserved for city, county, municipal, or transit agency contracts and therefore their use is tracked on a contract-by-contract basis. The DOBE certification process is different by customer so MANCON establishes a unique set of WBE certified businesses to satisfy each contract's requirement. Service-Disabled Veteran-Owned Business (SDVOB) certified suppliers should also qualify as DOBE so their use is captured in the SDVOB figures reflected in questions 49 and 54.

53			MANCON total 3-year Veteran-Owned Small Business (VOSB) spend is \$12,088,605.71.
54		© Yes ○ No	MANCON total 3-year Service-Disabled Veteran-Owned Small Business (SDVOSB) spend is \$7,492,637.29.
55			MANCON total 3-year Small Business spend is \$148,295,087.39.
56			MANCON total 3-year Small Disadvantaged Business (SDB) spend is \$4,530,264.33.
57		 Yes No	MANCON total 3-year Woman-Owned Small Business (WOSB) spend is \$23,480,710.97.

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
58	Describe your payment terms and accepted payment methods.	Net 30. We typically invoice our customers monthly and breakout the fixed service fee for the MANCON labor and non-labor resources to operate the parts storeroom(s) from the parts invoiced amount. The parts invoiced amount is substantiated by a spreadsheet containing line item detail of each part provided during the month and any credits for core returns. Further, our service offering includes procuring third-party services for our fleet customers such as tire mount & balance, tire repair, windshield repair/replacement, body work, engine overhaul, etc. These transactions are included in the monthly line item invoice spreadsheet and MANCON can further break out third-party vendor labor from parts billed by the third-party because our customers generally need to account for material and labor separately. MANCON prefers to be paid via Automated Clearing House (ACH) transfer, although we will except payment by check and purchase card with a purchase card transaction fee of 3% added to the invoiced amount.
59	Describe any leasing or financing options available for use by educational or governmental entities.	MANCON does not offer any leasing or financing options to pay for the service. Although, MANCON does relieve the customer of owning stocked inventory and we amortize the one-time start-up costs over the contract base period which are both financing mechanisms of sort.
60	Describe any 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.	Attached in the Documents section of our bid are the Firm Fixed Service Fee Statement of Work Template and Price Templates which are guides for defining and pricing MANCON's Vendor Managed Inventory services. These documents afford the Participating Entity with the flexibility to customize their service requirements since every fleet maintenance operation has unique processes, procedures, and workflows. Together with customer-specific terms and conditions and MANCON's Sourcewell award, they become the contract between MANCON and the Participating Entity.
61	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?	Yes, MANCON can process a purchase card transaction, but because its cost is not considered in our service fee pricing, a purchase card transaction fee of 3% is added to the Participating Entity's invoiced amount.
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MANCON offers the following 3 pricing options for Participating Entities to contract our Vendor managed Inventory services: Price Option #1 – Firm Fixed Fee with Parts Sold at Landed Cost MANCON can charge a firm fixed price for our service consisting of the labor and non-labor resources to staff and operate the Vendor Managed Inventory operations in our customers' maintenance facilities, so each customer receives a customized price quote based on the customer's resource requirement driven by their business volume. The firm fixed price includes the cost of MANCON's resources to operate the parts storeroom plus our overhead

expenses, Sourcewell administrative fee, and profit. Further, MANCON provides all repair parts, tires, fluids, shop supplies, and third-party services at our landed cost without any additional mark-up to their cost. Landed cost consists of MANCON's invoiced cost from our suppliers plus applicable taxes, fees, tariffs, duties, and shipping charges.

During contract negotiation, MANCON provides customers with a firm fixed price for our service for every base contract year so that customers understand exactly how much our service will cost and therefore, they can budget accordingly. Both labor and non-labor costs are escalated annually to reflect the expected rate of wage and price inflation. The firm fixed price may change if the customer's operational requirements and therefore their resource requirements change such as the customer adding another shift needing parts storeroom staffing, the customer opening another fleet maintenance facility which needs a staffed parts storeroom, etc.

The labor cost component of our firm fixed price consists of hourly wages, health insurance benefits including medical, dental, and vision plans for the employee and their family, annual paid leave which increases with longevity, paid time off for holidays observed by our customer, life insurance, and a matched 401(k) retirement plan. In addition to the employee compensation and benefits, MANCON's labor cost includes Social Security, Medicare, taxes, and unemployment insurance. During contract negotiation, MANCON provides our customers with the burdened regular time and overtime hourly wage rates for each job classification included in MANCON's proposed Vendor Managed Inventory operation staffing plan. Overtime hours are not factored into the firm fixed price so, when overtime is directed by our customers, MANCON includes the cost of those overtime hours worked in our monthly invoice as a separate line item.

The non-labor cost component of our firm fixed price consists of one-time startup costs and annually recurring costs. The one-time startup costs include the purchase of items such as vehicles, computers, printers, bar code scanners, tablets, video monitor status boards, software licenses, software interface development, material handling equipment, forklifts, and transition staff expenses. These one-time startup costs are equally amortized over the contract base term, so their impact is not disproportionate in any one contract year. Annually recurring non-labor costs include expenses such as software license maintenance, Microsoft Office e-mail access, ASE certification, vehicle maintenance, fuel, insurance, office supplies, inventory carrying cost, uniforms, landline phone service, internet service, and cell phone service. Any non-labor resource provided by our customers, such as allowing MANCON to use the customer's landline phone service, reduces MANCON's firm fixed price.

The proposed on-site staffing and non-labor resources are aligned with a customer provided annual sales figure of parts, shop supplies, tires, and fluid purchases. Since MANCON receives no financial benefit from parts sales, an increase in parts purchases beyond the estimate would impact workload without a commensurate increase in the firm fixed price which may compromise customer service. As a result, MANCON requires that if the parts purchases exceed the customer provided annual sales ceiling then MANCON and the customer will jointly review the fixed fee to determine if the staffing needs to be adjusted to accommodate the increased workload resulting from the change in parts purchase volume. MANCON's primary concern is that we have enough on-site staff to provide the service level that our customers need to accomplish fleet maintenance.

In summary, during contract negotiation, MANCON provides customers with a customized firm fixed price quote for every contract year which reflects the labor and non-labor resources required to conduct Vendor Managed Inventory operations in the customers' maintenance facilities' parts storerooms. All parts, materials, and third-party services are provided by MANCON at our landed cost without additional mark-up to their invoiced cost from our suppliers. See the bid Documents section for a sample of the Firm Fixed Price Template.

Price Option #2 - Burdened Hourly Labor Rate with Parts Sold at

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Landed Cost

Price option #2 charges a fully burdened labor rate which includes the non-labor costs in the hourly rate by labor category. The customer is invoiced monthly for the actual labor hours worked by labor category. Like price option #1, repair parts, tires, fluids, shop supplies, and third-party repair services are sold at MANCON's landed cost which includes the product cost plus any taxes, fees, and shipping charges. Further, an annual sales figure ceiling is established and when exceeded, MANCON and the customer agree to review the staffing to ensure that the staffing level is sufficient to manage the increased workload resulting from the change in parts purchase volume. See the bid Documents section for a sample of the Fully Burdened Labor Hour Price Template.

Price Option #3 - Gross Margin Mark-up

The third price option includes all the labor and non-labor costs captured in a not-to-exceed 24% gross margin mark-up to the landed cost of repair parts, tires, fluids, shop supplies, and third-party repair services. Because all of MANCON's labor and non-labor operational costs are recovered in the mark-up, an annual minimum purchase value of repair parts, tires, fluids, shop supplies, and third-party repair services is established to ensure that the contract revenue can support providing the service. If the minimum annual sales do not materialize then an end of the contract year adjustment will be made to the monthly invoice to compensate MANCON for the unrecovered labor and non-labor costs. The calculation for this adjustment is (annual minimum purchase value – actual annual sales) x gross margin mark-up percentage.

In conclusion, by providing transparent pricing for MANCON's Vendor Managed Inventory service, customers can conduct business case analysis to determine if our service is beneficial by allowing them to save money and improve maintenance efficiency.

63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MANCON's pricing model provides parts at actual landed cost to its customers, thus eliminating MSRP and/or List Prices and the associated complicated and dynamic discount tables. Because MANCON purchases millions of dollars of products from our supplier network, we receive very favorable pricing. MANCON has pricing agreements with our major suppliers to include manufacturer direct pricing where we can meet the minimum order quantities which vary by supplier. While these parts pricing agreements are generally based on a deep discount structure, except when our customers chose the Gross Margin Mark-up pricing model, MANCON sells product to our customers at our landed cost from our supplier network.	
		During contract negotiation, MANCON is agreeable to pricing a customer provided market basket of items so that they can assure themselves that MANCON is offering a highly competitive cost for the products that we provide. Further, during contract execution, MANCON uses various tools as pricing benchmarks to assess if a product price is fair and reasonable. Ongoing reviews of prices paid for items helps to identify variations in vendor pricing and enables MANCON to focus purchasing from suppliers who provide the best value. When new items are purchased, MANCON requests price quotes from various vendors and identifies those that provide the best value as measured by freight cost, ease of return, core charges, and bulk purchase pricing. This best value analysis ensures that our customers receive the lowest competitive price with vendors that provide the highest level of service.	*
		MANCON also checks purchases against other MANCON contracts to ensure that suppliers are providing the lowest possible pricing for all manufacturers regardless of location. Annually, MANCON can perform a pricing review of the items with the highest extended money value (total quantity ordered times price) expenditure. Typically, we find that 80% of the dollar value spent on parts is concentrated in 20% of the items and therefore we endeavor to reduce the unit cost of those items by negotiating better pricing with those suppliers in order to achieve savings for the customer. Alternatively, MANCON seeks more economical sources for those products with our customer's concurrence.	
		MANCON agrees to allow and encourages customer personnel to audit our pricing and purchasing records. To accommodate an invoice audit capability of our pricing, MANCON provides our customers' staff with the ability to generate a random list of products purchased. MANCON then provides copies of the associated vendor purchase documents for price verification. In the event of a discrepancy, MANCON immediately credits the customer for the difference and performs a more thorough audit to ensure the discrepancy was an isolated incident rather than a systemic problem.	
64	Describe any quantity or volume discounts or rebate programs that you offer.	MANCON's landed cost pricing model eliminates MSRP and/or List Prices and the associated discount tables. Thus, MANCON has no quantity or volume discount programs itself. Volume discounts and rebates vary by supplier. Where our customers' parts volume collectively achieves the threshold for quantity discounts, MANCON passes that lower parts price on to customers in the form of lower landed cost. Where actual cash	*
05		rebates are received from suppliers, MANCON refunds customers via the monthly invoicing process on a proportional basis to their spend on the product line(s) generating the rebate.	
65	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.	All products, whether stocked and non-stocked, and third-party provided repair services purchased by MANCON on behalf of our customers are invoiced at their landed cost without additional mark-up to their cost except when the customer elects the Gross Margin Mark-up pricing model. When purchasing non-stocked items, MANCON conforms to our customers' procurement regulations such as obtaining multiple quotes for purchases exceeding a certain dollar threshold. Quoting documentation is retained on-site by our Vendor Managed Inventory staff to substantiate the purchase should it be needed for audit purposes.	*

66	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.	The cost of every labor and non-labor resource to provide the Vendor Managed Inventory operation is included in MANCON's three pricing options. MANCON's Vendor Managed Inventory service pricing model is transparent and provides our customers with the ability to create multi-year budget quality cost projections. Parts spend is a variable cost since it is determined by the type and frequency of maintenance performed by our customers, but it is the customer, not MANCON, who dictates the maintenance plan.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Product shipping cost from our suppliers for stocked and non-stocked parts is included in the landed cost of the parts and supplies that we provide our customers. The cost of MANCON's parts pick-up and delivery service at our customers' maintenance facilities is included in the price for our Vendor Managed Inventory service. Because it is a variable and unknown cost, the only shipping charge that we bill our customers for is expedited shipping charges from carriers such as FedEx, UPS, and DHL, which is authorized by the customer in advance of their use. Expedited shipping charges are reflected as a separate line item on MANCON's invoice.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping for Alaska, Hawaii, Canada, or any offshore delivery is managed in the same manner as described in the response to question 67. Shipping cost is reflected in the landed cost of the item while customer authorized expedited shipments are billable to the customer.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For large customers with multiple fleet maintenance facilities spread over a large geography such as our Virginia, Maine, and New Jersey Departments of Transportation customers, MANCON typically establishes a state-wide hub and spoke delivery network which allows us to purchase large quantities at beneficial prices and distribute product throughout the state using MANCON delivery vehicles. Further, this delivery network allows MANCON to redistribute stock among Vendor Managed Inventory storerooms which more efficiently leverages our inventory to the benefit of our customers through increased material availability.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Our customer billing is managed and generated by the respective Customer Support Manager assigned to the contract. This routine month-end process is audited by our Accounting Department which ensures that the customer billing is proper. Sourcewell Participating Entity accounts are flagged as such and their quarterly revenue is tallied by our Accounting Department to calculate the appropriate remittance to Sourcewell which they initiate via ACH. Our Enterprise Resource Planning (ERP) system, Microsoft Dynamics 365 Business Central (BC), is useful in this regard because it systematically captures every financial transaction across our company and provides the same data to all authorized users. Further, BC runs a daily program which identifies any transaction where the invoiced cost from our supplier does not match the invoiced cost to our customer. Where there is a discrepancy, the invoiced cost to our customer is corrected by the credit and rebill process.	*

71	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.	Our Service Level Agreement (SLA) metrics are negotiated with each customer to reflect their specific operational requirements, so achieving SLAs are the internal metrics that define contract success. Generally, the SLAs reflect a stocked fill rate and a non-stocked rate of material receipt within a defined timeframe. For our largest customer this is:	
		Stocked Item - Issued 95% of the time < 4 hours after receipt of order Non-stocked Item - Issued 80% of the time < 1 business day after receipt of order Non-stocked Item - Issued 90% of the time < COB 3 business days after receipt of order	
		For this customer, achieving these fill rate SLAs monthly is our goal and defines our success.	*
		MANCON tracks various measures which contribute to achieving the desired stocked and non-stocked fill rate SLAs such as:	
		Backorders — < 1% of open orders over 14 days old Parts Receipt — Technician signature for every part provided by MANCON Stocked Inventory Balances — No zero balance items with no quantity on order Stock Turn — 4 inventory turns per year Parts Warranty Credit — All parts warranty claims actioned within 30 days of receiving failed warranty part Inactive & Obsolete MANCON-owned Inventory — <5% of total stocked inventory extended money value Core Management — 100% core accountability	
72	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.	Price Option #1 – Firm Fixed Fee with Parts Sold at Landed Cost MANCON proposes remitting 2% of the firm fixed price for our Vendor Managed Inventory service to Sourcewell for facilitating, managing, and promoting the contract. MANCON will include the Sourcewell administrative fee in the firm fixed price to the customer allowing for a uniform, budgetable amount billed monthly. Price Option #2 – Burdened Hourly Labor Rate with Parts Sold at Landed Cost	
		MANCON proposes remitting 2% of the burdened hourly labor rate for our Vendor Managed Inventory service to Sourcewell for facilitating, managing, and promoting the contract. MANCON will include the Sourcewell administrative fee in the hourly labor rate by labor category charged to the customer.	*
		Price Option #3 - Gross Margin Mark-up	
		MANCON proposes remitting 2% of the gross margin mark-up to the landed cost of repair parts, tires, fluids, shop supplies, and third-party repair services to Sourcewell for facilitating, managing, and promoting the contract.	

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Not only will pricing be as good or better, but because MANCON can have a conversation with the participating entity during contract negotiation, the resources and therefore the price will exactly reflect the Participating Entity's operational requirements. Even though a question and answer period is generally permitted during the Request for Proposal (RFP) process, too often the customer's exact requirement for resources, expected service level, and desired solution are not fully known which impose risk for proposers. Proposers must therefore hedge against these ill-defined or unknown requirements by building in cost to their proposal. Further, customers often ask for very specific requirements which are sometimes unnecessary and can be provided via a more economical solution which lowers the overall cost to them. Again, having a conversation with Participating Entities to determine their exact needs will lead to better pricing and service relative to the RFP procurement process.

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

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	MANCON staffs our customers' maintenance facility parts operations during our customers' hours of operation and as directed for overtime support during inclement weather, emergencies, and for increased production requirements. MANCON owns the parts and supplies inventory which are maintained at sufficient stocked range and depth to achieve the customer prescribed Service Level Agreement. To satisfy our customers' non-stocked parts requirements, MANCON's on-site staff generates purchase orders and places those items on order with local, regional, or national sources to satisfy our customers' requested brand, immediacy of need, and/or desired price point (good, better, or best). MANCON's on-site stocked inventory is tailored to support our customers' vehicle and equipment fleet and will be adjusted based on changes to the fleet configuration, via minimum/maximum stock level setting driven by historical customer demand, and through frequent communication with maintenance personnel. MANCON consults with maintenance leadership to determine which items are to be stocked and before any parts are removed from inventory.
		MANCON provides Original Equipment Manufacturer (OEM) parts, supplies, and materials as required by our customers. Additionally, MANCON provides competitively priced parts that meet or exceed OEM standards or better and we source parts or supplies for all of our customers' fleet or facility material requirements. When directed by our customers, MANCON furnishes retread, rebuilt, refurbished, recycled, or refined products that meet or exceed OEM, SAE, UL, Mil-Spec, ANSI, or any other required industry quality standard. MANCON manages and

ships core returns for credit for items such as water pumps, hydraulic components, alternators, starters, etc. in addition to recycling batteries, oil, and tires.

Material ordered by MANCON to satisfy non-stocked repair requirements or for shelf stock is delivered F.O.B. Destination to the maintenance facility parts storeroom. All material is packaged, preserved, and marked using commercial standards with delivery over the counter to our customers' technicians. Parts and supplies ordered incorrectly by MANCON are returned to local and non-local suppliers without a restocking fee or shipping fee charged to our customers. Damaged material is returned to suppliers for re-issuance. Where they exist, manufacturer product warranties convey to our customers and MANCON is responsible for tracking installed warranty parts and managing warranty returns. MANCON only serves authorized customer employees presenting a proper work order or parts requisition for the purpose of repairing customer vehicles and equipment. MANCON's on-site inventories at our customers' maintenance facilities are used strictly for the customers' operations and no other commercial purpose.

MANCON staffs the maintenance facilities' parts storerooms based on the customers' required hours of operation, the number of maintenance facilities to staff, the parts order volume by maintenance facility, the overall annual spend on parts and supplies, the number of maintenance technicians supported by the parts storeroom, and the customers' service level requirements.

To minimize the time from part requisition to issuance, MANCON maintains a stocked storeroom as well as develops a robust local supplier network. Further, MANCON is prepared to provide all of our customers' repair parts, shop supplies, office supplies, facilities maintenance parts, industrial supplies, power/hand tools, Maintenance, Repair, and Operation (MRO) items, roadway supplies, janitorial supplies, highway material, fluids (including bulk fluids), tires, lubricants, greases, diesel exhaust fluid, washer fluid, tools, safety supplies, bottled gas, snow removal equipment, and any other item that our customer needs to conduct fleet maintenance. Further, MANCON is prepared to support outsourced customer third-party service procurement requirements such as windshield repair/replacement, body work, tire build, tire repair, painting, decaling, engine overhaul, etc.

MANCON provides the following services under our Vendor Managed Inventory program:

- Parts operation staffing & inventory stocking.
- Stocking and purchase of OEM, after-market, or remanufactured parts as directed by our customer.
- Stocking and purchase of lubricants & fluids in package, drum, and bulk tank quantity.
- Purchase of repair services provided by third-party vendors.
- Providing parts to third party repair service vendors for customer vehicle and equipment repairs.
- Repair parts and supplies purchases supporting all makes and models of customers' fleets.
- · Supplier/distributor parts pick-up and delivery service.
- · Accurate, substantiated, and auditable material, labor, and services billing.
- · Manufacturer and supplier provided technical training.
- · Access to part number cross reference and material identification data.
- · After normal working hours on-call emergency support.
- · Pre-expended bin material management.
- · Consigned inventory management at non-staffed parts storerooms.
- · Customer-owned inventory management.
- · Core returns for credit.
- Warranty tracking, management, enforcement, and returns.
- Waste product collection, disposal, & recycling.
- Service Level Agreement driven performance measures.
- Women, Minority, Small, or Disadvantaged Business Enterprise sourcing.

In addition to MANCON's VMI service supporting fleet maintenance, MANCON provides full turnkey warehouse operations for customers who want to outsource their logistics operations. MANCON will staff the customer's warehouse and perform all the touch labor functions associated with:

- Shipping
- Receiving
- Stowing
- Picking
- Packing
- Cycle counting
- Regional delivery
- Purchasing
- · Inventory management

		MANCON can operate the customer's existing warehouse or we can provide dedicated warehouse space to accommodate the customer's storage requirements. Further, MANCON can provide material handling equipment, delivery vehicles, and install the appropriate storage aids. We can operate the warehouse using the customer's warehouse management system or we can offer our own software solution for warehouse management. The customer can own the material in the MANCON-managed warehouse or MANCON can own the inventory. MANCON can perform as many of the warehousing and logistics functions as the customer decides to outsource so that they can focus on core business.	
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Vendor Managed Inventory or VMI is an overarching supply chain management concept that, to varying degrees depending on the customer's willingness to collaborate, relieves the customer of supply chain functions such as inventory ownership, physical storeroom stocking, purchasing, stocking level calculation, stock level setting, storeroom/warehouse operation, and demand data sharing. MANCON has experienced that the following terms are used synonymously with VMI to describe similar services for fleet and facility maintenance customers. Contractor Operated Parts Store (COPARS) or (COPS) Contractor Operated Civil Engineer Supply Stores (COCESS) Turnkey Parts Management Third-Party Logistics (3PL) Managed Warehouse Services Managed Parts Storerooms Logistics Management Solutions Parts Management Outsourcing On-Site Parts Supply and Management Integrated Supply Services Parts Supply and Inventory Management Turnkey Warehouse/Storeroom Operations Turnkey Parts Operations Logistics Management Solutions	*

Table 8B: Depth and Breadth of Offered Solutions

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	Category or Type	Solutions	Offered *	Comments
76	Vendor Managed Inventory solutions, such as:			The Vendor Managed Inventory services described within MANCON's proposal relate to providing parts and supplies to support both fleet and facilities maintenance where MANCON staffs the maintenance facility parts storeroom, purchases on demand the non-stocked parts requirements, and owns the stocked inventory in our customers' maintenance facilities.

77	Parts, fluids, equipment, and supplies for vehicle, truck, fleet, and warehouse operations	© Yes ○ No	MANCON's VMI service provides all the parts, lubricants, equipment, supplies, and related warehouse operations necessary for our customers to maintain their vehicle and truck fleet. Further, to maximize customer benefit, MANCON is prepared to support customers with third-party repair services and other maintenance-related material such as personal protective equipment, safety supplies, right of way maintenance material, vehicle upfitting components, roadway maintenance items, etc.
78	On and off-site storage, service, and parts room operation, management, and staffing	© Yes	While MANCON is generally on-site at our customer's maintenance facilities, we can also operate an off-site parts storeroom(s) operation supporting our customer's maintenance effort.
79	Performance reporting, and data and technology analysis	© Yes ○ No	In addition to frequent communication and formal meetings for the purpose of managing our fleet and facility maintenance contracts, MANCON provides our customers with required reports and access to data via a customized Web-based Data & Reports portal. The portal provides our customers with real-time access to information. Because MANCON operates in a distributed work environment where information must be shared among employees at headquarters, employees in the field, and customers throughout the U.S., MANCON has developed unique employee and customer Data & Reports portals for each of our operations. MANCON works closely with our customers to customize reports based on their daily, monthly, and annual reporting requirements. Recognizing that our customers' reporting requirements may change as the program matures, MANCON will work to adjust the data we collect and the

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			reports we provide as necessary.
			Among other data, MANCON can provide customers with detailed daily, monthly, annual, and ad hoc reports which can provide the following data elements:
			Dollar value of stock on hand & inventory turns Issues made within a specified timeframe (daily, weekly, monthly, annually, etc.) Dollar value of parts issued by work order or vehicle/equipment number Stock listing by MANCON stock number or OEM/aftermarket part number Stock fill rate Zero balance Stock Keeping Units (SKU) Inactive stock & dollar value Excess stock on hand dollar value SKU inventory stocking level (minimum/maximum) Stock reorder review Backordered items & time on backorder Item cost by purchase order line item Outstanding orders SKU average monthly demand Issue timeframes stratified by issue category Item sales history Stock inventory due in Part availability by work order Outstanding core credits & credits issued Warranty parts returned by SKU & dollar value credited Outstanding warranty items pending refund Warranty items by vendor or OEM Line item issued & dollar value by location
			By capturing various part order, vehicle, and maintenance data elements, MANCON
			produces any report related to those data fields. Microsoft Dynamics 365 Business Central (BC) reports can be generated in hard copy or they can be produced using ubiquitous tools such as those in the Microsoft
			Office for transmission via e-mail. Alternately,

			reports or data elements can be provided in a data file which can be loaded to our customers' maintenance management information system for access and data analysis. Because BC is an ERP system, it contains all the financial and inventory transactions integrated into a single database which allows MANCON to generate reports on any data element or combination of data elements contained in BC. Therefore, the customizable reports that can be generated from BC are extensive. MANCON commits to working with our customers to determine the format, content, frequency, and method of providing all reports associated with our Vendor Managed Inventory service.	
80	Fleet and facility software integration and data exchange	© Yes	MANCON's proposal describes our interface and data exchange capabilities in detail. Populating our customers' Fleet Management Information Systems with parts issuance data is a key feature of our VMI service.	*
81	Emergency response services	ନ Yes ୯ No	It is standard practice and a condition of employment at all our VMI operations to respond to emergency service requests. Our customer's vehicles and equipment are on the front line of disaster response and MANCON is right there with them keeping the fleet running.	*

82	Parts replacement and warranty management	© Yes ○ No	MANCON conveys the manufacturer's warranty terms to our customers and adjudicates claims on their behalf. Customers receives full credit from MANCON upon an identified failure and return of the warranty part to MANCON. The customer has access to a report that displays what items MANCON has returned to our supplier or manufacturer. If the supplier or manufacturer deems that the item is not covered by their warranty then customer will be recharged by MANCON. For items such as batteries, the battery warranty credit may be prorated by the supplier or manufacturer, so MANCON recharges the customer less the prorated amount credited for the warranty failure.	*
83	National distribution system services	© Yes	MANCON does not have our own organic national distribution system, rather we leverage our suppliers' national, regional, and local distribution capabilities. This is a competitive advantage because our customers need parts quickly and therefore, MANCON harnesses the distribution systems of numerous suppliers in the hyper competitive vehicle parts landscape. MANCON provides more parts sourcing options from our network of suppliers so our customers don't have to wait for a single distribution system to respond to their requirements.	*
84	Stock and non-stock parts sourcing of original equipment and aftermarket parts, fluids, equipment, and supplies	© Yes ○ No	Because MANCON's preferred pricing model provides parts, fluids, equipment, and supplies to our customers at our landed cost without any mark-up, we allow our customers to choose between original equipment and aftermarket manufacturers for their brand preferences.	*

85		Parts research, acquisition, and delivery	€ Yes ○ No	Parts research, acquisition, and delivery are standard features of our Vendor Managed Inventory service. Typically, technicians provide year, make, model, and series of the vehicle or equipment for which they need parts while also providing a description of part required. MANCON staff responds by conducting research to identify the part number and if not stocked in the storeroom, we identify the source from which to procure the item. Finally, our staff will pick up the part from the supplier if they are local
86	Logistics Management Solutions, such as:		© Yes	and don't otherwise provide delivery service. MANCON provides Logistics Management Solutions to large customers which can be executed using several business models such as MANCON providing the touch labor to operate a customer's warehouse with or without MANCON inventory ownership and purchasing responsibilities. Alternatively, MANCON can own the inventory in a customer-operated warehouse where MANCON provides purchasing, receiving, and inventory management functions for our inventory prior to our customer stowing the MANCON-owned inventory in their warehouse.
87		Warehouse management services	© Yes ○ No	MANCON provides full turnkey warehouse management services with or without owning and purchasing the stocked inventory. MANCON can perform all functions necessary to operate a warehouse on behalf of our customers' logistics operations to include warehouse ownership, storage aid installation, material purchasing, inventory management, shipping, receiving, material stowing, material issuance, material local delivery, and stocked inventory cycle counting.

88	Warehouse and transportation coordination for in and outbound supplies	© Yes ○ No	Arranging, coordinating, and managing inbound and outbound shipping is an integral part of MANCON's warehouse management services.
89	Shipment optimization	ଜ Yes ୯ No	Part of transportation coordination and management is shipment optimization which maximizes shipment density by consolidating deliveries while minimizing cost through carrier competition.
90	Freight management	© Yes ○ No	Managing inbound and outbound shipments is a key feature of warehouse logistics management. Managing freight is facilitated by improved web-based shipment tracking in the shipping industry which provides estimated delivery dates, in-transit transparency, delivery confirmation, and delivery exception notification.
91	Load scheduling and delivery confirmation	© Yes ○ No	Carriers web-based shipping functionality simplifies load scheduling while also allowing price and service level comparison. Delivery confirmation is most often provided by e-mail notification from the carrier which provides for timely and accurate user awareness of delivery status.
92	Customs management for international shipments	ଜ Yes ୯ No	Tendering shipments for overseas delivery has an added complication of customs clearance. Fortunately, intermodal carriers are adept at ensuring that shipments have the appropriate documentation by providing tools to assist shippers with document completion. With the correct documentation completed properly, international shipments are routine and offer the same in transit transparency as domestic shipments.

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93		Coordination of just-in-time replenishment of parts	© Yes ○ No	Just-in-time replenishment requires a system to properly calculate inventory levels and a robust supplier network which is responsive to replenishment orders. Fortunately, MANCON uses EazyStock which is integrated into our Business Central ERP system to manage stock levels and create automatic stock reorders to the primary, secondary, or tertiary supplier of record. EazyStock has user selectable stock availability service levels, stocking criteria, and safety levels to guard against stock-outs and to maximize stock issuance.
94		Web-based solutions and knowledge-based professional services	© Yes	MANCON's inventory and financial management ERP system, Microsoft Dynamics 365 Business Central is a web-based cloud solution for managing MANCON's operations both at our headquarters and at our customers' maintenance facilities. While MANCON's Sourcewell offering is a service, it is not classified as a professional service defined as a business that offers customized services to clients using the specialized knowledge and expertise of its employees found in industry such as law, accounting, advertising, architecture, financial advising, and engineering.
95	Training, consultative, and administrative or technical support services related to the delivery of the solutions offered in #76 or #86. above		r Yes r No	Because MANCON has over 40 years of experience operating warehouses and storerooms supporting customers performing fleet and facilities maintenance, we have the expertise to provide training, consultative, and administrative or technical support services. Leveraging MANCON's subject matter experts, we can provide special project or enduring support to customers seeking improvements to their logistics operations

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

Line Item 96. 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.

Do you have exceptions or modifications to propose?	Acknowledgement *
	C Yes
	€ 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 MANCON Price Templates.xlsx Monday July 22, 2024 14:06:04
 - Financial Strength and Stability MANCON Financial FY 23.pdf Monday July 22, 2024 14:20:33
 - Marketing Plan/Samples MANCON VMI Marketing Brochure.pdf Monday July 22, 2024 14:15:15
 - WMBE/MBE/SBE or Related Certificates (optional)
 - <u>Standard Transaction Document Samples</u> MANCON Draft Firm Fixed Service Fee Statement of Work Template .docx Friday August 30, 2024 14:19:47
 - Requested Exceptions (optional)
 - Upload Additional Document MANCON Line of Credit Commitment & Renewal Letter.pdf Thursday August 29, 2024 11:10:22

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. Richard Clarke, President, MANCON, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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_Vendor_Managed_Inventory_Logistics_RFP_090624 Tue September 3 2024 11:07 AM	₩	6