



MASTER AGREEMENT #091024
CATEGORY: Utility, Transport, Golf, and Recreation Vehicles with Related
Accessories, Equipment and Services
SUPPLIER: Motrec International Inc.

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 Motrec International Inc., 4685 Boulevard de Portland, Sherbrooke Quebec Canada J1L 0J1 (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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 13,2028, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcwell 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.** Sourcwell 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# 091024 to Participating Entities. In Scope solutions include:
 - a) Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV);
 - b) Parking enforcement, patrol and EMS solutions;
 - c) Passenger shuttles, burden carriers, tow tractors, baggage trucks;
 - d) Side-by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles;
 - e) Food and beverage solutions, athletic and campus-use vehicles.
- 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 Sourcwell 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.

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

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

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

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

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

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

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

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

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

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

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

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

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) **Use; Quality Control.**

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

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

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

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

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

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

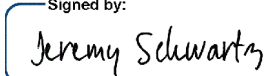
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Motrec International Inc.

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 11/15/2024 | 6:07 PM CST

Signed by:

 By: 4589B620590F4D6...
 Marc Breton
 Title: Executive Director
 Date: 11/15/2024 | 3:33 PM CST

RFP 091024 - Utility, Transport, Golf, and Recreation Vehicles

Vendor Details

Company Name: Motrec International Inc
4685, Portland Blvd.
Address: Sherbrooke, Quebec J1L0J1
Contact: Erick Desautels
Email: edesautels@motrec.com
Phone: 819-432-7541
Fax: 819-846-3050
HST#: GST# 821847712 RT0001

Submission Details

Created On: Tuesday July 23, 2024 08:35:42
Submitted On: Tuesday September 10, 2024 14:17:15
Submitted By: Marc Breton
Email: mbreton@motrec.com
Transaction #: 3145a361-75ea-40b3-9b63-9522b15802b2
Submitter's IP Address: 67.70.250.90

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.	Motrec International Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes, in the event that Motrec is awarded the Sourcewell contract, Motrec will be the executor of the master agreement.
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).	Motrec International does have any subsidiaries or authorized affiliates. We are a privately held, sole entity.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Motrec International, as an OEM does not have a SAM number, however within our dealer distribution model the majority of our dealers have a SAM number.
5	Provide your NAICS code applicable to Solutions proposed.	336990
6	Proposer Physical Address:	4685 boulevard de Portland, Sherbrooke, Québec, J1L0J1
7	Proposer website address (or addresses):	www.motrec.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):	Marc Breton, Executive Director, mbreton@motrec.com, 418-569-3224
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marc Breton, Executive Director, mbreton@motrec.com, 418-569-3224
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maxime Dionne, Sales Coordinator, mdionne@motrec.com, 1-819-578-2057 Erick Desautels, Regional Sales Manager, edesautels@motrec.com, 1-819-432-7541 - David Cloutier, Regional Sales Manager, dcloutier@motrec.com, 1-819-349-0776 - Bernat Riera, Regional Sales Manager, briera@motrec.com, 1-819-578-8898

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

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Motrec's story began in 1988, in a humble family garage in Ascot Corner, Quebec, Canada, where two visionaries set out with a bold mission: to build electric industrial vehicles that were unmatched in quality and reliability. After three years of meticulous design, their efforts bore fruit as Motrec's first products swiftly earned a reputation for durability and craftsmanship. By 1990, this burgeoning reputation caught the eye of major US automakers, leading to Motrec's first American order for the E-280B Tow Tractor. With a dedicated team of just three, Motrec was on the cusp of a promising future.</p> <p>Safety was a cornerstone of Motrec's operations, and in 1993, the company achieved a significant milestone by securing UL certification across its entire product line, reinforcing its commitment to manufacturing strong, reliable, and safe industrial vehicles. Ongoing investments in research and development, coupled with continuous manufacturing improvements, paid off in 1996 when Motrec was recognized as a leading North American manufacturer of customizable electric industrial vehicles. That same year, the company was honored as Business of the Year in Haut Saint-François, Quebec, for its remarkable growth and active community involvement.</p> <p>By 1998, the company's growth necessitated a move to a larger, 30,000-square-foot facility in Bromptonville, Quebec. This move, along with the adoption of the Kaizen continuous improvement philosophy, led to significant gains in productivity. Having established a strong presence in North America over the past decade, Motrec expanded its reach into Europe in 2001, forging strategic partnerships to meet rising demand.</p> <p>A defining moment in Motrec's history came in 2008 when Barack Obama was seen on CNN touring a GM plant in Wisconsin aboard a Motrec vehicle, showcasing the brand's prominent presence in major automotive facilities. In 2011, Blair McIntosh acquired Motrec, bringing a renewed focus on global expansion while maintaining the company's unwavering commitment to quality.</p> <p>Significant investments in research and development in 2014 led to the launch of a groundbreaking AC/direct drive powertrain and an upgraded AC controller, innovations that boosted efficiency and reduced maintenance needs. This achievement earned Motrec the Innovation Investissement Québec award at the prestigious Mercuriades gala in 2016. As Motrec celebrated its 30th anniversary in 2018, it continued to push boundaries, unveiling new products and forging new partnerships, all while moving into a state-of-the-art 70,000-square-foot facility—setting the stage for future growth.</p> <p>Motrec's vision is clear: to be recognized as the world's leading designer and manufacturer of electric industrial vehicles, fully capable of meeting the diverse needs of customers in any work environment, task, or application. This vision is fueled by core values that emphasize customer focus, teamwork, agility, integrity, and a relentless pursuit of excellence.</p> <p>Learn more here: https://motrec.com/about/</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>If awarded the contract, Motrec will launch a high-impact marketing campaign through our existing channels, as well as our extensive worldwide dealer network, which includes over 680 service points, with 600 located in North America. Our coverage extends to all of Canada, Alaska, and Hawaii, ensuring comprehensive support for the entire Sourcewell customer base.</p> <p>To ensure unparalleled responsiveness, we will appoint a dedicated Sourcewell Contract Manager. Additionally, our dealers, both in sales and aftersales, will receive specialized training to deliver the exceptional service Motrec has been known for over the past 36 years. Sourcewell members will benefit from the support of our Technical Support & Warranty department, direct access to our engineering team, and our Parts department. This high level of service is what sets Motrec apart from our competitors.</p> <p>Motrec is committed to maintaining parts availability for our vehicles for a minimum of 10 years. We will offer the complete lineup of vehicles, including Burden Carriers, Personnel Carriers, Stock Chasers, Tow Tractors, Trailers, Maintenance Vehicles, Vacuum Trucks, Emergency Response Vehicles, Crane Trucks, and Refuse Haulers. Our diverse product range features over 100 different vehicle configurations and thousands of options to precisely meet the specific needs of each member's application.</p>

13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Motrec International is a privately held company with a proud 36-year history of consistent and sustained growth. This growth has solidified our strong financial position, ensuring we are well-equipped to support our continued expansion. Our sound financial management is evident in key financial ratios that consistently outperform industry standards, reflecting our commitment to fiscal responsibility and long-term stability. While we are confident in our financial strength, as a privately held company, we are unable to disclose non-public sensitive financial statements or details. However, we do have a letter of reference from our bank attesting to our financial stability (see attachment - National bank). Rest assured that our financial structure is meticulously monitored and managed, ensuring we are fully prepared to accommodate significant additional growth in the coming years.</p>	*
14	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Determining Motrec's exact market share in the U.S. industrial electric vehicle sector is challenging due to the lack of specific public data. However, Motrec is a significant and recognized player in this market, offering a wide range of products including tow tractors, burden carriers, personnel carriers, stock chasers, and custom vehicles. These vehicles serve various industries such as warehousing, logistics, manufacturing, and more, making it difficult to pinpoint a precise global market share for the company. Instead, Motrec's influence is better understood through its impact within specific industries and vehicle types.</p> <p>With over 30 years of experience, Motrec has built a strong reputation for producing robust, modular, and customizable electric vehicles designed for heavy-duty applications. Their vehicles are known for their durability and minimal maintenance requirements, making them a preferred choice across numerous industrial settings.</p> <p>Motrec is widely recognized as a dominant force in the industrial electric vehicle market, particularly within the manufacturing sector. In the automotive manufacturing industry, Motrec stands out as the most trusted brand. The widespread adoption of Motrec vehicles in other demanding sectors, such as warehousing, logistics, and industrial manufacturing, further underscores the company's market leadership and the high level of trust that manufacturers place in their products.</p>	*
15	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Similar to our market share in the USA, Motrec's exact market share in Canada is difficult to determine due to the lack of specific public data and the overlap across various industries and vehicle types. However, Motrec's market presence in Canada is notably stronger, reflecting the company's origins and deep-rooted presence in its home country. As a proud Canadian company, Motrec has established a significant footprint in the Canadian industrial electric vehicle market, solidifying its position as a key player in the industry.</p>	*
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>Our company has never sought bankruptcy protection. Since our inception, we have maintained a robust financial management strategy that has enabled us to navigate economic challenges while consistently upholding our commitments to our customers and partners. This financial stability is a testament to our sound management practices and long-term focus on sustainable growth.</p>	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Motrec International is a distinguished manufacturer of industrial electric vehicles, based in Canada. Motrec leverages an extensive external dealer network to distribute its vehicles. This network has a strong presence in North America, ensuring that their products are readily available across the region. Additionally, Motrec has established dealer locations in several other parts of the world, enabling them to serve a global customer base. This strategic distribution network helps Motrec maintain its market dominance and ensures that their high-quality industrial electric vehicles can meet the needs of various industries worldwide. Motrec's extensive dealer network plays a critical role in delivering the products and services proposed in an RFP. This network is essential for ensuring that clients receive timely and reliable service. Dealers, equipped with comprehensive training and support from Motrec, handle sales, after-sales service, and maintenance, ensuring that the vehicles remain in optimal condition throughout their lifecycle. The collaboration between Motrec's sales and service teams and its dealer network ensures seamless delivery of products and services. When responding to an RFP, this cohesive relationship ensures that all client needs are met with precision, from initial consultation and customization to ongoing support and maintenance. This integrated approach helps maintain high customer satisfaction and fosters long-term partnerships with clients across different industries.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Motrec manufactures all vehicles in compliance with applicable OSHA, ANSI, UL and/or CE standards, EE Rating Certification, CSA approved components, CTPAT. We take pride in maintaining the highest levels of CNESST safety standards throughout our manufacturing processes.</p>	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	We have never been subject to any suspensions or debarments. Throughout this period, our company has remained committed to upholding the highest standards of compliance and ethical conduct in all our business dealings	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Motrec is an industry pioneer with a key focus on manufacturing zero-emission electric vehicles. Our mission is recognized by our government as it supports our country's green initiatives. The Motrec International facility is a destination of choice when promoting Canadian businesses that exemplify our country's electrification initiatives. In fact, Motrec has had the honor of welcoming the Canadian Prime Minister, the Ministry of Environment, and other key governmental officials. Furthermore, we work closely with governmental agencies that oversee economic development, both domestic and international. Please refer to the uploaded article : https://x.com/CanadianPM/status/1547022056679694336 https://www.sherbrookerecord.com/trudeau-tours-eastern-townships-takes-no-questions/ https://www.alamy.com/sherbrooke-canada-july-12-2022-prime-minister-justin-trudeau-talks-with-motrec-ceo-blair-mcintosh-during-a-tour-of-motrec-a-heavy-duty-electric-vehicle-production-facility-in-sherbrooke-que-tuesday-july-12-2022-the-canadian-pressgraham-hughes-image475015871.html	*
21	What percentage of your sales are to the governmental sector in the past three years?	Over the past three years, we estimate that around 20-30% of our total sales have been to end users within the government sector. Due to our dealer distribution model, we don't always have direct visibility into the end user, which is why we cannot provide an exact percentage. However, we can share a few examples of our government sector customers: City Of MTL, Vancouver, US Army, Hydro Quebec, Via Rail, Hudson River Park, Hong Kong, Canadian Army, Vancouver Airport, Montreal Airport, Correctional Services Canada and US, Bay Area Rapid Transit, MTA, NYC, GTAA, USAF, US Navy, BC Liquor, SAAQ, United States Postal Service, Canada Post, City of Columbus, etc.	*
22	What percentage of your sales are to the education sector in the past three years?	Over the past three years, we estimate that approximately 5-10% of our total sales have been to end users in the education sector. As with our previous example, our dealer distribution model does not always offer direct visibility into the end user, making it difficult to provide an exact percentage. We are committed to being awarded the Sourcwell contract to increase our sales within this sector, as most educational entities only transact with Sourcwell-approved vendors. Nevertheless, here are a few examples of our customers in the education sector; Laval University, University of Sherbrooke, Carleton University, MCGill University, Cal State, BYU, Tacoma Community College, Boston College, etc.	*
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?	Motrec International does not currently hold any state, provincial, or cooperative purchasing contracts. However, the company has a strong track record of selling its industrial electric vehicles to numerous municipalities and government institutions. Motrec's vehicles have been adopted by various cities across North America, including New York, San Francisco, Vancouver, Montreal, Toronto, Chicago, and Detroit, among others. These municipalities utilize Motrec's electric vehicles for a range of tasks such as maintenance, transportation of goods and personnel, and other utility functions within city operations	*
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?	Our two accredited GSA dealers are Partsmaster and Aviate Enterprise. The majority of our sales with Partsmaster are in parts sales, reflecting a significant portion of our revenue. Aviate Enterprise represents a new project and, as such, does not yet have substantial sales data. Aviate Enterprise is expected to contribute more significantly in the coming years as the project develops and matures	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
California State University Bakersfield	Stephen Sanchez	661-654-3361	*
Amtrak	Charity Escobedo (escobedo@amtrak.com)	254-447-0750	*
MNR	Andrew Seicol	917-683-3471	*
Boston College	Frank T. Bailey Associate Director of Food & Beverage Boston College Dining Services	617-552-0017	
Hudson River Park	Robert Rodrigues	646-957-2544	

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.	<p>The Motrec internal Sales and Support team is composed of 35 dedicated professionals. Through our extensive dealer network, our team expands to over 2,500 skilled staff members who are fully equipped to handle sales, service, and parts support. These "feet on the ground" cover all sectors of the U.S. and Canadian territories, ensuring that every Motrec vehicle is sold and serviced with the same high level of quality that has defined our company since the 1980s.</p> <p>To further enhance our service, a dedicated Motrec Sourcewell Manager will oversee all requests from the platform, ensuring fast and high-quality responses. Any issues requiring escalation will be prioritized and addressed promptly. Additionally, the Motrec team will provide precise and detailed reporting to maintain transparency and accountability.</p> <p>Motrec offers the most comprehensive coverage throughout North America, including all of Canada and the U.S., as well as Alaska and Hawaii. This extensive network ensures full support for sales, service, and parts. With over 680 dealers worldwide—more than 600 of which are spread across Canada and the U.S.—Motrec is committed to delivering exceptional service and support wherever it's needed. https://motrec.com/dealers/find-a-dealer/</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Motrec has a global network of over 680 dealer branches, with more than 600 strategically located across North America, covering all of Canada, the U.S., including Alaska and Hawaii. Our entire vehicle lineup, without exception, can be sold, delivered, and serviced in all these regions. Every Motrec dealer operates under a signed agreement that mandates comprehensive support, including sales, servicing, parts, and warranty coverage for our vehicles. https://motrec.com/dealers/find-a-dealer/</p>
28	Service force.	<p>Our dedicated team of 35 in-house Motrec employees is expertly trained to support all aspects of our product offerings. Additionally, the technicians at our network of over 600 dealer branches across the U.S. and Canada are thoroughly trained and qualified to provide exceptional support, service, and warranty repair to Sourcewell members.</p> <p>Our Technical Support Team plays a crucial role in supporting and training more than 3,500 service technicians who are responsible for the maintenance and servicing of the Motrec vehicle fleet throughout North America. This extensive network ensures that our customers receive top-notch service and support wherever they are. https://motrec.com/dealers/find-a-dealer/</p> <p>Tech Support Contact: support@motrec.com Parts: parts@motrec.com MPV Parts Finder Platform: https://www.youtube.com/watch?v=yIIKbdWcBKQ</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>For our current and future customers transacting through Sourcewell, the ordering process will be as follows:</p> <ol style="list-style-type: none"> 1-The customer will first find our products on the Sourcewell portal and then contact us for a proposal. 2-As the Proposer, we will validate the customer's requirements and refer them to a local Motrec dealer to ensure personalized, local service. 3-The dealer will create a proposal for the customer, applying Sourcewell's preferred pricing, and submit it to us for validation and approval. 4-Once approved, the dealer will present the quote to the customer. If the customer accepts the offer, the dealer will send Motrec the purchase order. 5-Motrec will then process the sale as a Sourcewell transaction.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>At Motrec customer service is our top priority the key to our success and we strongly believe that the responsiveness of our Regional Sales Managers, our Parts Coordinators, and our Technical Support & Warranty Specialists are what make the difference in an industry where downtime is unacceptable, but we do not stop there! Our highly skilled dealer technicians, not only have access to our online dealer portal for training, troubleshooting documents, step by step instructions for different programming parameters on our various vehicles, we have created a dealer certification process to ensure that each of our dealers are up to date in their training which in turn contributes to end user uptime and high level of satisfaction. We have also created a parts look up platform that is accessible to all our dealers and that may also be available to end users. Our MPV platform, increases the precision of replacement parts selection as it is serial number oriented and allows the end user or dealer to have a complete 3D view of their exact vehicle build. With over 600+ dealer branches across North America our end users are guaranteed to have access to a qualified technician to service and or repair any Motrec vehicle in their fleet. Another differentiator with Motrec is that we maintain parts availability for older Motrec vehicles, ensuring the best ROI in the industry. Our warranty is not only the best warranty amongst all our competitors but is also the warranty with the highest approval rate in the industry. Our 5-year warranty, gives to peace of mind to any fleet manager! The warranty claim submittal process couldn't be easier! The end user will contact their local Motrec dealer, a technician will be deployed with 2 to 4 hours to diagnose the issue with the support of Motrec technical support as needed, parts will be sent out to dealer within 24 hours if not in stock, the technician returns to perform the repair, and the vehicle is put back into service. As mentioned previously we aim to have our vehicles running in the harshest of application 24/7 all year round and for 10+ years. Our end users and dealer representative not only have access to our team members on the front lines: sales, technical support, and parts, they also have the attention and access to our management, and our engineering team! The entire Motrec family has one and only one thing in mind and that is moving goods and people safely and ensuring no task will be left unaccomplished because a vehicle is down.</p> <p>Tech Support Contact: support@motrec.com Parts: parts@motrec.com MPV Parts Finder Platform: https://www.youtube.com/watch?v=yIIKbdWcBKQ</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Motrec is fully prepared and enthusiastic about providing our products and services to Sourcewell participating entities in the United States. We aim to offer our complete lineup of electric industrial vehicles to Sourcewell agencies. Recognizing the importance of cooperatives like Sourcewell in facilitating government procurement, we intend to increase our presence and competitiveness in this market. We believe that Motrec's innovative and reliable vehicle lineup will be a valuable addition to Sourcewell's offerings, meeting the diverse needs of its members and enhancing their operational efficiency.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Motrec is ready and eager to extend our product range and services to Sourcewell-affiliated organizations in Canada. Our objective is to present the entirety of our electric industrial vehicle selection to Sourcewell agencies. Acknowledging the pivotal role cooperatives such as Sourcewell play in government procurement processes, we are committed to bolstering our participation and competitiveness within this sector. We firmly believe that the innovative and dependable range of Motrec vehicles will complement Sourcewell's offerings exceptionally well, catering to the varied requirements of its members while optimizing their operational effectiveness.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Motrec International is well-equipped to fully supply and serve customers throughout Canada and the USA, including all regions and states such as Hawaii and Alaska. The company leverages an extensive dealer network and a robust service infrastructure to ensure that their industrial electric vehicles are accessible and well-supported across North America. Motrec's comprehensive distribution and service network ensures that customers, regardless of their location, receive timely and effective support. This includes initial consultations, vehicle customization, sales, after-sales service, and maintenance. The company's strong presence in both Canada and the USA is a testament to its ability to meet the diverse needs of various industries and municipalities across these regions. Moreover, Motrec's capability to reach remote and challenging locations like Hawaii and Alaska highlights the commitment to providing reliable and versatile solutions to all clients. This wide reach is supported by a network of trained dealers and service professionals who ensure that Motrec's high standards of quality and performance are maintained, no matter where the vehicles are deployed.</p>
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.	<p>We have the capacity to provide service to all sectors across the continental United States, including Hawaii, as well as throughout Canada.</p>
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Through our dealer network we are able to service all of the continental United States, and Hawaii. We also have coverage in all Canadian provinces. We can provide service for Alaska as well.</p>

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Sourcewell members, as well as non-profit entities, will enjoy the same exceptional terms and conditions that we extend to all of our customers. We are committed to providing the best possible value and service to everyone we serve.	*
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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.	<p>Marketing Strategy for Promoting Sourcewell Certification</p> <p>Our approach to promoting Motrec's Sourcewell certification will include the following initiatives:</p> <ul style="list-style-type: none"> -Social Media Announcement: Publicize on all social media platforms that Motrec is now a certified Sourcewell supplier. -Dealer Network Communication: Inform and train our entire dealer network about the Sourcewell contract and its benefits. -Website Enhancement: Create a dedicated Sourcewell page on our website to highlight our certification and what it means for our customers. -Extranet Integration: Add a Sourcewell drop-down menu and logo to our dealer extranet module for easy access and visibility. -Marketing Materials Update: Refresh all marketing collateral, including corporate brochures and product spec sheets, to incorporate the Sourcewell logo. <p>Please refer to the attached documents for examples.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At Motrec International, we recognize the transformative power of technology and digital data in driving marketing success. As we bid to become a Sourcewell authorized supplier, we are committed to utilizing advanced digital tools and strategies to maximize the impact of this partnership. Here's how we plan to achieve this:</p> <ul style="list-style-type: none"> -Targeted Social Media Campaigns: We will launch tailored social media campaigns across platforms such as LinkedIn and Facebook to announce our Sourcewell certification. Using advanced targeting options, we'll focus on reaching procurement professionals, fleet managers, and decision-makers in government and educational institutions who are most likely to benefit from our offerings through Sourcewell. -Data-Driven Content Strategy: By analyzing metadata and engagement metrics from our online platforms, we will refine our content strategy to align with the interests and needs of our audience. This data-driven approach will enable us to create compelling, relevant content that highlights the advantages of purchasing Motrec products through Sourcewell, ultimately increasing lead generation and conversion rates. -SEO Optimization and Web Analytics: Our dedicated Sourcewell web page will be optimized for search engines (SEO) to ensure maximum visibility. We will leverage web analytics tools like Google Analytics to track visitor behavior, engagement, and conversion rates, allowing us to continuously refine our digital strategy for better performance. -Personalized Communication with Dealers: Through our dealer extranet, we will utilize CRM tools to analyze dealer engagement and purchasing trends. This data will enable us to deliver personalized marketing materials and updates, ensuring that our dealer network is fully equipped to promote the benefits of the Sourcewell contract to their customers. -Continuous Monitoring and Adaptation: We currently have a continuous monitoring system to track the effectiveness of our marketing efforts. By analyzing real-time data, including social media interactions, web traffic, and sales metrics, we will adapt our strategies as needed to ensure sustained success in promoting our Sourcewell certification. <p>By integrating these technologies and data-driven approaches, Motrec International will enhance the visibility and effectiveness of our Sourcewell partnership, ensuring that we reach the right audience with the right message, at the right time.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>As a leading manufacturer of electric industrial vehicles in North America, Sourcewell plays a pivotal role in promoting contracts arising from this RFP by streamlining the procurement process for government entities and facilitating access to high-quality products and services. Integrating a Sourcewell-awarded contract into our sales process is essential for maximizing our market reach and efficiency. We will seamlessly incorporate Sourcewell contracts into our sales strategy, ensuring that our products are readily available to Sourcewell members. This integration will streamline the purchasing process for government agencies, enhance our visibility in the market, and ultimately drive sales growth.</p>	*

40	<p>Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>We currently do not have an official e-commerce platform at Motrec. However, we are in the process of integrating an ERP system that includes this functionality. We believe that offering this type of platform to our parts department will significantly enhance our ability to serve our customers and meet their needs promptly. This platform will streamline our operations, reduce order processing times, and ensure faster delivery of parts, thereby minimizing downtime for our clients.</p> <p>By providing a valuable solution to our dealers and their maintenance teams, we can improve their efficiency and satisfaction. An e-commerce platform will enable them to easily access and order the parts they need, track their orders in real-time, and receive support more effectively. This convenience will not only strengthen our relationships with our existing partners but also attract new customers who prioritize efficient and reliable service.</p> <p>Our goal is to reduce waiting times and offer exceptional customer service, ensuring that every interaction with Motrec exceeds expectations. It is important for Motrec to stay at the forefront in this aspect, maintaining our reputation as a leader in the industry. By adopting this advanced technology, we are committed to continuous improvement and innovation, ensuring we remain the top choice for our clients.</p>
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Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
41	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Each vehicle will be delivered with a comprehensive operator and maintenance manual. These documents provide all the necessary information for operating and using the vehicle, including detailed maintenance schedules, a list of parts, and diagnostic error codes to ensure the vehicle's longevity.</p> <p>Additionally, our dealer network has access to our exclusive dealer portal, which features a wealth of resources to support the vehicle fleet. The portal includes case studies on repairs, tutorial videos, and access to our online parts platform. Our technical support team is also available to provide training upon request, at no additional charge.</p>

<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Motrec International designs and manufactures industrial electric vehicles. Here's a summary of the key technologies they use.</p> <p>Electric Direct Drive AC Powertrain: Motrec vehicles are powered by electric motors, offering high efficiency, zero emissions, and quiet operation. They use various battery technologies, including lithium-ion, for longer operational hours and quicker charging.</p> <p>Advanced Battery Management Systems (BMS): Motrec electric vehicles often include smart BMS for optimizing battery performance, extending battery life, and ensuring safety.</p> <p>Regenerative Braking: This technology recaptures energy during braking and feeds it back into the battery, enhancing energy efficiency and extending vehicle range.</p> <p>Customizable Control Systems: Motrec vehicles feature programmable controllers that allow for customization of speed, torque, and performance, adapting to different industrial environments.</p> <p>Safety Enhancements: Their vehicles are equipped with safety features such as automatic parking brakes, proximity sensors, and anti-collision systems to ensure safe operation in high-traffic areas.</p> <p>Modular Design: Many Motrec vehicles are designed with modular components, allowing for quick and easy replacement or upgrading of parts, which reduces downtime and maintenance costs.</p> <p>Durable Construction: Built for industrial use, these vehicles incorporate rugged frames, corrosion-resistant materials, and heavy-duty suspensions to withstand harsh conditions.</p> <p>Telematics and Monitoring: Some models may include telematics systems that track vehicle usage, maintenance needs, and performance metrics, improving fleet management. These technologies combine to make Motrec vehicles suitable for industries like manufacturing, airports, warehouses, campuses, hospitals, city transit authorities, and other sectors requiring reliable, low-maintenance transportation solutions.</p> <p>Autonomous Mobile Robots (AMR) with Cyngn: Motrec is integrating advanced autonomous driving technology into its vehicles. This collaboration enables the development of AMRs, allowing Motrec's industrial vehicles to operate autonomously in complex environments. The integration of Cyngn's autonomous driving system includes features such as sensor fusion, machine learning, and real-time navigation, making Motrec's vehicles smarter and more efficient for industries like logistics, warehousing, and manufacturing. This positions Motrec at the forefront of autonomous industrial transportation, combining their durable and reliable electric vehicles with cutting-edge automation technology.</p>
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<p>43</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Motrec International integrates several green initiatives into its vehicle design and production processes to support environmental sustainability. Here are the key aspects of our green efforts:</p> <p>Electric Propulsion for Zero Emissions: As a manufacturer of electric vehicles, Motrec eliminates direct emissions from its fleet. This not only reduces the carbon footprint but also contributes to cleaner air in environments like warehouses, airports, and factories.</p> <p>Battery Technologies for Energy Efficiency: By utilizing efficient battery systems, such as lithium-ion batteries, Motrec vehicles consume less energy while providing longer operational hours. These batteries also have a longer lifespan compared to traditional lead-acid batteries, reducing the frequency of replacements and minimizing waste.</p> <p>Regenerative Braking: This energy-efficient technology captures and reuses energy during braking, extending the battery life and reducing overall energy consumption. It enhances the sustainability of Motrec vehicles by making better use of available power.</p> <p>Partnership with Cyngn for Autonomous Electric Vehicles: Autonomous Mobile Robots (AMRs) developed in partnership with Cyngn help reduce operational inefficiencies, optimize energy use, and streamline transportation. Automation in logistics can cut down unnecessary vehicle idling and reduce energy consumption.</p> <p>Recyclable and Durable Materials: Motrec vehicles are designed using durable, corrosion-resistant materials that ensure longevity and reduce the need for frequent replacements. Fewer replacements mean less waste in the long term. Additionally, many of the materials used are recyclable.</p> <p>Reduced Noise Pollution: Electric motors used in Motrec vehicles are quieter than traditional internal combustion engines, contributing to reduced noise pollution, particularly in enclosed or sensitive environments.</p> <p>Sustainable Manufacturing Practices: While specific details of Motrec’s manufacturing processes aren’t widely publicized, their focus on long-lasting products and modular designs supports sustainability by extending product life cycles and reducing waste.</p> <p>These green initiatives demonstrate Motrec’s commitment to promoting sustainable industrial solutions through advanced electric vehicle technologies.</p> <p>Please see this article on canada.ca https://www.canada.ca/en/environment-climate-change/news/2022/04/making-electric-vehicles-more-affordable-for-quebeckers-and-quebec-businesses.html</p>
<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Motrec International prioritize safety, quality, and regulatory compliance in all our electric vehicles. Our vehicles meet stringent standards across various regions and applications.</p> <p>Here’s a summary of our key certifications:</p> <p>UL (Underwriters Laboratories):</p> <p>Certification: UL Listing Scope: Ensures that our vehicles meet rigorous safety standards for electrical systems and components, minimizing risks such as electrical fires and shocks.</p> <p>CSA (Canadian Standards Association): Certification: CSA Certification Scope: Confirms compliance with safety standards in Canada, aligning closely with UL standards but tailored for Canadian regulations.</p> <p>CE (Conformité Européenne): Certification: CE Marking Scope: Demonstrates that our vehicles conform to European health, safety, and environmental protection standards, ensuring suitability for the European market.</p> <p>ISO (International Organization for Standardization): Certification: ISO 9001 (Quality Management Systems) Scope: Reflects our commitment to consistent quality, operational efficiency, and continuous improvement in our manufacturing processes.</p> <p>For further details on each certification and how they apply to specific Motrec models, please visit our website or contact our customer support team.</p>
<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Motrec International sets itself apart from other industrial vehicle manufacturers through a combination of advanced technology, rugged design, and a focus on energy efficiency. Here are the unique attributes that make Motrec vehicles stand out:</p> <p>1. Modular and Customizable Design</p> <p>Tailored to Specific Needs: Motrec vehicles are highly modular, allowing customers to configure their vehicles for specific industrial applications, such as manufacturing, warehousing, and airports. This flexibility means businesses can adapt their Motrec vehicles to meet precise operational needs, whether it's increasing towing capacity or adding specialized cargo modules.</p> <p>Industry-Specific Customization: Motrec offers industry-tailored configurations, including vehicles designed for sectors like</p>

pharmaceuticals, logistics, and heavy manufacturing. This level of customization ensures that their products are optimized for efficiency and performance in various environments.

2. Heavy-Duty Performance and Durability

Built for Tough Conditions:

Motrec vehicles are designed with rugged construction, corrosion-resistant materials, and heavy-duty suspension systems, making them ideal for challenging environments like mining and heavy industrial work. Their durability ensures long operational life and reduced maintenance costs, critical factors for industries that operate under harsh conditions.

High Towing Capacity:

Motrec vehicles often boast higher towing capacities, such as the MT-160 tow tractor, which can handle up to 6,000 lbs. This makes them ideal for industries that require the transportation of heavy loads across large facilities.

3. Integration with Cutting-Edge Technologies

Autonomous Mobile Robots (AMRs):

A major differentiator for Motrec is their partnership with Cyngn to develop AI-powered Autonomous Mobile Robots (AMRs). This technology transforms traditional industrial vehicles into self-driving machines capable of operating autonomously in complex environments. With features like sensor fusion and real-time navigation, Motrec vehicles offer increased productivity, safety, and efficiency for tasks such as material handling and logistics.

Advanced Electric Propulsion and Battery Systems:

Motrec integrates electric propulsion technology with features like regenerative braking and smart battery management systems (BMS). These technologies improve energy efficiency and extend battery life, reducing downtime and operational costs. Their adoption of lithium-ion batteries further enhances vehicle performance and environmental sustainability.

4. Sustainability and Green Initiatives

Energy Efficiency:

Motrec's commitment to sustainability is evident in their use of energy-efficient electric motors, regenerative braking systems, and advanced battery management. These technologies minimize energy waste and reduce the environmental footprint of industrial operations.

Durable and Long-Lasting Products:

The longevity of Motrec vehicles, supported by durable materials and modular designs, contributes to fewer replacements and reduced waste over time, aligning with green initiatives to minimize environmental impact.

5. Safety and Operator Protection

Enhanced Safety Features:

Motrec vehicles are equipped with advanced safety technologies, including automatic parking brakes, proximity sensors, and anti-collision systems. These features help ensure the safety of operators and pedestrians, especially in busy industrial settings like warehouses and airports.

Operator Comfort and Control:

Their vehicles are designed with ergonomic features and user-friendly controls, improving the operator experience. This focus on comfort and control reduces fatigue and increases productivity, particularly in long shifts or challenging work environments.

6. Fleet Management and Telematics

Real-Time Monitoring:

Some Motrec vehicles include telematics systems for tracking vehicle usage, performance metrics, and maintenance schedules. This capability allows businesses to optimize fleet management and improve operational efficiency by proactively addressing maintenance needs.

In summary, Motrec's focus on modularity, heavy-duty performance, integration of cutting-edge technology like AMRs, commitment to sustainability, and advanced safety features makes them a leader in the industrial electric vehicle market. Their vehicles are designed for adaptability, durability, and efficiency, offering unique solutions for industries that demand reliable and innovative transportation.

<p>46</p>	<p>Describe any safety features your products have such as seat belts, rollover protection, brake lights, stability control, emergency shutoff, etc.</p>	<p>Motrec vehicles are designed with a variety of safety features to ensure safe and reliable operation in industrial environments. These features focus on protecting operators, pedestrians, and the vehicles themselves. Here's an overview of key safety features found in Motrec vehicles:</p> <ol style="list-style-type: none"> 1. Seat Belts Many Motrec models are equipped with seat belts to ensure operator safety, especially in vehicles used for towing or transporting passengers. This is a basic but essential safety feature in industrial settings where sudden stops or collisions can occur. 2. Brake Systems Automatic Parking Brakes: Some Motrec vehicles come with automatic parking brakes, which engage automatically when the vehicle is stopped, preventing it from rolling unintentionally. This feature is critical in ensuring the vehicle stays stationary on inclines or when parked. Regenerative Braking: Motrec uses regenerative braking systems, which not only contribute to energy efficiency by returning energy to the battery but also enhance braking performance by reducing wear on traditional braking components. Emergency Brake Systems: Certain models are equipped with emergency braking systems that can be activated by the operator in case of unexpected hazards. 3. Stability and Traction Control Stability Control Systems: Many Motrec vehicles are designed with stability control features to prevent tipping or loss of control, especially when towing heavy loads or operating on uneven terrain. This is particularly important for ensuring both the operator's safety and load security. Heavy-Duty Suspensions: These suspensions improve vehicle stability and handling, reducing the likelihood of accidents in harsh or uneven work environments. 4. Lighting and Visibility Brake Lights: LED brake lights are used in many models, ensuring that the vehicle's braking activity is visible to others in the area, reducing the risk of collisions in busy industrial environments. Headlights and Tail Lights: Bright, energy-efficient LED headlights and tail lights improve visibility, especially in low-light conditions such as warehouses or outdoor industrial areas at night. Proximity Sensors and Warning Systems: Many Motrec vehicles are equipped with proximity sensors that detect objects or pedestrians nearby. These sensors can trigger warning lights or sounds to alert the operator of potential collisions. 5. Anti-Collision Systems Proximity Detection: Motrec offers anti-collision sensors on some of its advanced models, especially those designed for high-traffic environments. These systems help prevent accidents by detecting nearby objects and slowing or stopping the vehicle before a collision can occur. 6. Operator Safety Controls Ergonomic Operator Seats: Operator comfort is prioritized with ergonomic seating, which reduces fatigue and improves control, especially during long shifts. User-Friendly Controls: Motrec vehicles feature intuitive control systems, including easy-to-reach pedals and steering mechanisms, enhancing operator control and minimizing the chance of operator error. 7. Telematics for Fleet Management and Safety Monitoring Some Motrec vehicles come with telematics systems, which monitor real-time vehicle usage, including driving behavior and maintenance needs. These systems can alert operators or fleet managers to unsafe driving practices, ensuring better safety compliance across the fleet. 8. Reinforced Construction and Design Motrec vehicles are built with robust materials designed to protect both the operator and the equipment. Their rugged frames help absorb impacts, while heavy-duty components ensure that vehicles can withstand demanding conditions without compromising safety. Motrec's commitment to integrating these safety features helps their vehicles operate safely in challenging and busy industrial environments like airports, warehouses, and manufacturing facilities.
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<p>47</p>	<p>Are your products equipped with GPS or telematics features or other route optimization options?</p>	<p>Yes, Motrec vehicles can be equipped with GPS and telematics features, particularly for applications that require advanced fleet management and route optimization.</p> <p>Key Features:</p> <p>Telematics Systems: Motrec vehicles often come with telematics systems that allow for real-time monitoring of vehicle performance, usage, and location. These systems enable fleet managers to track operational data such as driving habits, maintenance needs, and vehicle health. This helps optimize productivity and reduce downtime through proactive maintenance.</p> <p>GPS Integration: GPS systems integrated into Motrec vehicles provide location tracking and route mapping capabilities, which are essential for ensuring efficient navigation in large industrial environments such as warehouses, airports, or manufacturing plants. This helps in reducing travel times and optimizing routes for increased productivity.</p> <p>Route Optimization: Through telematics and GPS, Motrec vehicles can leverage route optimization software to enhance fleet efficiency. By analyzing traffic patterns, vehicle availability, and the most efficient routes, these systems help reduce operational costs and improve delivery times within facilities.</p> <p>Fleet Management Platforms: Motrec's telematics solutions often integrate with broader fleet management platforms, enabling users to track the entire fleet, assign tasks more effectively, and ensure optimal usage of all vehicles. These advanced features are typically offered as optional add-ons, allowing businesses to scale their operations more effectively and manage large vehicle fleets with greater precision.</p>
<p>48</p>	<p>Describe how your products positively contribute to environmental concerns such as air pollution.</p>	<p>Motrec products contribute positively to environmental concerns, particularly in reducing air pollution, through several key features and innovations:</p> <ol style="list-style-type: none"> 1. Electric Propulsion Systems Motrec's entire vehicle lineup is powered by electric motors rather than traditional internal combustion engines (ICE). By using electricity as their primary power source, these vehicles produce zero direct emissions, significantly reducing the amount of pollutants such as carbon dioxide (CO₂), nitrogen oxides (NOx), and particulate matter released into the atmosphere. Electric vehicles (EVs) contribute to cleaner air, especially in industries that operate in confined spaces like warehouses and airports, where traditional gas-powered vehicles would otherwise cause harmful indoor air pollution. 2. Advanced Battery Technology Motrec uses lithium-ion batteries in many of their vehicles, which are more energy-efficient than older lead-acid batteries. Lithium-ion batteries have a longer life cycle, hold charges better, and contribute to overall energy conservation, reducing the frequency of replacements and the environmental footprint associated with battery disposal. Additionally, these batteries are more efficient at storing energy and support renewable energy sources like solar and wind, further reducing the overall environmental impact. 3. Regenerative Braking Motrec vehicles are equipped with regenerative braking systems, which recover energy during braking and feed it back into the battery. This reduces the need for frequent charging and lowers the total energy consumption of the vehicle, enhancing energy efficiency and reducing the carbon footprint of operations. 4. Noise Pollution Reduction Motrec's electric motors also contribute to reduced noise pollution. Unlike gas-powered engines, electric motors operate quietly, making them more suitable for environments where noise is a concern, such as hospitals, schools, and residential areas. Lower noise pollution helps contribute to a better overall environment, especially in urban areas where high noise levels are common. 5. Sustainability Through Durability and Design Motrec vehicles are built with durable materials and designed for long-lasting performance, meaning fewer replacements over time. This reduces waste generation and the environmental impact associated with manufacturing, transporting, and disposing of industrial vehicles. Additionally, the vehicles are often made with recyclable materials, further reducing their environmental footprint. By transitioning to electric power, using efficient battery technology, and focusing on sustainability, Motrec vehicles play a critical role in reducing air and noise pollution, contributing to a healthier environment. Their zero-emission technology and energy-efficient features make them a preferred choice for companies aiming to lower their environmental impact.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
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.		<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>As a proudly Canadian company, Motrec takes great pride in being a responsible corporate citizen. While some value-added attributes may be more applicable in other markets, our commitment to supporting our community remains a cornerstone of our operations.</p> <p>Motrec is dedicated to giving back to the communities we serve. We actively engage in various charitable activities and community initiatives, reinforcing our role as a positive force in the regions where we operate. Our efforts to support local causes and contribute to societal well-being reflect our core values and strengthen our connection with the community.</p> <p>By prioritizing corporate responsibility and community involvement, Motrec not only upholds its reputation as a trustworthy partner but also demonstrates its dedication to making a meaningful impact beyond the business realm.</p>
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Motrec is dedicated to giving back to the communities we serve. We actively engage in various charitable activities, support Minority Business Enterprises (MBEs), and participate in local DEI initiatives. These efforts reinforce our role as a positive force in the regions where we operate, reflecting our core values and deepening our connection with the community.</p> <p>By prioritizing corporate responsibility, diversity, equity, and inclusion, Motrec not only upholds its reputation as a trustworthy partner but also demonstrates its dedication to making a meaningful impact beyond the business realm.</p>
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Motrec takes great pride in being a responsible corporate citizen. While some value-added attributes may be more applicable in other markets, our commitment to supporting our community remains important to our operations.</p> <p>Motrec is dedicated to giving back to the communities we serve. We actively engage in various charitable activities, support equal opportunities for women in the workforce, and champion woman-owned businesses. These efforts reinforce our role as a positive force in the regions where we operate, reflecting our core values and strengthening our connection with the community.</p> <p>By prioritizing corporate responsibility, gender equality, and community involvement, Motrec not only upholds its reputation as a trustworthy partner but also demonstrates its dedication to making a meaningful impact.</p>
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Motrec International is committed to fostering an inclusive business environment and proudly supports disabled-owned business enterprises. While we may not hold specific accreditation in this area, we actively seek opportunities to collaborate with and support these businesses. Our dedication to inclusivity extends beyond formal certifications, reflecting our core values and commitment to making a positive impact in the broader business community.</p>
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Motrec International is committed to fostering an inclusive business environment and proudly supports disabled veteran-owned business enterprises. While we may not hold specific accreditation in this area, we actively seek opportunities to collaborate with and support these businesses. One such example is our valued partnership with Aviate Enterprise, a dealer accredited as a disabled veteran-owned business. We prioritize working with Aviate Enterprise because of their dedication and alignment with our values. Our commitment to inclusivity extends beyond formal certifications, reflecting our core values and dedication to making a positive impact in the broader business community.</p>

54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Motrec International is committed to fostering an inclusive business environment and proudly supports disabled veteran-owned business enterprises. While we may not hold specific accreditation in this area, we actively seek opportunities to collaborate with and support these businesses. One such example is our valued partnership with Aviate Enterprise, a dealer accredited as a disabled veteran-owned business. We prioritize working with Aviate Enterprise because of their dedication and alignment with our values. Our commitment to inclusivity extends beyond formal certifications, reflecting our core values and dedication to making a positive impact in the broader business community.
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Motrec International understands the challenges and triumphs of being a small business because we were once one ourselves. This experience has instilled in us a deep empathy for the small business community, and we are committed to supporting their growth and success. We actively support local small businesses through our local purchasing initiatives and by contributing to financial kickstarter funds. By investing in the local economy, we not only help these businesses thrive but also strengthen the communities we serve. Our dedication to small businesses reflects our belief in the power of entrepreneurship and our commitment to fostering sustainable growth for all.
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Similar to the previous section for small business, we actively support small disadvantaged business as well.
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We actively support local small businesses, including Women-Owned Small Businesses, through our local purchasing initiatives and by contributing to financial kickstarter funds. By investing in the local economy, we not only help these businesses thrive but also strengthen the communities we serve. Our dedication to small businesses, particularly those owned by women, reflects our belief in the power of entrepreneurship and our commitment to fostering sustainable growth for all.

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.	Standard payment terms are N30 and we offer a variety of flexible options depending on the opportunity.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Thanks to our extended dealer network, we offer a wide variety of financing options such as short terms - long terms - leasing - rental - rent to buy - outright sell. Those options are subject to credit approval and can be discussed and negotiate on a case by case basis.	*
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.	Uploaded Sourcewell standard transaction documents samples include: Sample quote with terms & conditions Sample Order Confirmation Sample Invoice	*
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, we allow P-card procurement payment at no additional cost. We ask that at time of placing order customer states they will be using a P-card	*
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.	Motrec pricing is based of a discount from list/MSRP pricing for both vehicles and options. All vehicle categories will offer the same discounting structure as to simplify the purchaisng process for Sourcewell entites. All US sales will be transacted in USD and all Canadian sales in CAD. See detailed discounting in point 63.	*
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.	Motrec Vehciles : MSRP - 10% Motrec vehicle options: MSRP - 10%	*

64	Describe any quantity or volume discounts or rebate programs that you offer.	Motrec likes to encourage volume purchasing which is why we offer extra volume discount for any order of 5 vehicles or more on one purchase order. See details below. 0 to 4 vehicles = MSRP - 10% 5 to 9 vehicles = MSRP - 11% 10 to 14 vehicles = MSRP - 12% 15 vehicles or more = MSRP - 13%	*
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.	Note that the Motrec Tow Tractors identified in the pricing schedule do not come with a battery and a charger as they require an industrial battery and external charger. This information is clearly detailed in the product brochures. The battery requirements are different from one application to another and the chargers will also differ depending on the electrical infrastructure of each customer's. The Motrec authorized dealer's power department will be able to propose the correct battery and charger as well as provide a quote. The customer may also choose to source their own battery and charger.	*
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 pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pre-delivery inspections of Motrec vehicles performed by the local dealer may vary depending on the vehicle, quantity or location. Some preparation or local installation may be required, for example a tow tractor may require the installation of a battery and external charger. Local delivery is not listed in the Sourcwell pricing and may vary depending on location, number of vehicles and unloading infrastructures.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping of all Motrec vehicles is supported by Motrec. Freight will be quoted according to location and number of units. Standard freight from Motrec is with a dry van (regular 53 foot) that requires a loading dock. Vehicles are, roll off and not palletized. Normally Motrec vehicles will be delivered to the local dealer and then locally delivered to the end user.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Motrec International has sold vehicles across the world for the last 36+ years. Our brokers and freight forwarders are already accustomed to delivering Motrec vehicles to Alaska, Hawaii, Canada or any offshore delivery.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Motrec is renowned as a highly flexible manufacturer and this is no different when it comes to freight or shipping methods. Our logistics team is set to ship with numerous freight companies, we ship with standard dry van, flat bed, curtain side, drop deck, boat, train, whatever method suits best the destination, timeline, budget, quantity of vehicles, and mostly the clients preferences. Standard freight would have the Motrec vehicle deliver to your local dealer, however many customers rather their vehicle ship directly to their location. This is an arrangement that can be made with the local dealer.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	Firstly Motrec will supply all quotes including Sourcwell pricing to the authorized Motrec dealer. This quote will then be supplied by the dealer to the Sourcwell participating entity. This will guarantee that Sourcwell pricing is applied. Secondly all Motrec dealers will submit proof of sale following each sale to a Sourcwell participating entity. Motrec will document and review every transaction and will report to Sourcwell quarterly.	*
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.	Motrec upper management and our financial team review all completed transaction weekly basis. During this established weekly meeting, time will be allocated to review all Sourcwell transactions to ensure our success through this agreement. All data extracted from these reviews will be documented for reporting purposes.	*
72	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The proposed Administrative Fee will be payable to Sourcwell 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.	Motrec International proposes a administrative fee of 1% paid to Sourcwell for all completed transactions at the end of each quarter.	*

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.	Offering a favorable pricing schedule to Sourcewell entities is our way of expressing our appreciation for the opportunity to provide our vehicles through this contract.

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.	<p>Motrec is a world leading manufacturer for electric horizontal transportation of people and goods. We will be offering Industrial golf cart type (MP-300/MC-480), utility vehicles, personal transportation vehicles, industrial vehicles, stock chasers, industrial emergency vehicles, refuse hauler, crane truck, vacuum trucks, burden carriers, industrial trailers, maintenance vehicles, ADA compliant vehicle, multipassenger vehicles and trams, industrial indoor/outdoor tow tractors, and we also offer custom vehicle manufacturing upon request. Motrec also offers autonomous, and internal combustion solutions as well as waste management solutions. All products produced from the Motrec brand will be available to Sourcewell customers.</p> <p>Link to website for full product offering is: https://motrec.com/vehicles/</p> <p>Also please refer to our complete vehicle offering attached with our submittal in the file named, Sourcewell Additional Product Documents.</p> <p>Link to videos of Motrec vehicles: https://www.youtube.com/@MotrecIntl/videos</p>
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>As Motrec specializes in horizontal transportation of people and goods see below list of titles that best describe our product offering:</p> <ul style="list-style-type: none"> Utility vehicles Burden Carriers Personnel Carriers Tow Tractors Stock Chasers Shuttles & Trams Electric Transport & Utility Low Speed Vehicles (LSV) Waste Management vehicles Autonomous vehicle solutions.
76	Identify the engine types available for your products (e.g. gasoline, diesel, CNG, propane, hybrid, electric etc.)	<p>Motrec International designs and manufactures electric industrial vehicles. As a market leader in providing electric vehicle solutions for over 36 years, we understand the impact of providing zero emission solutions. Motrec also understands that some entities and institutions are at different stages of the electrification process of their infrastructures, we provide a gas, LPG, and diesel option for certain models in our line up.</p>

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	Offered *	Comments
77	Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Utility vehicles: MC-480, MC-485, MP-300, MC-480 Dump Bed, MC-480 Panel Box, MC-480 Steel Fold Down Sides, MX-480 Refuse Hauler. Task Vehicles ; MX-660 Vacuum Truck, MX-480 Maintenance Truck, MX-480 Crane Truck, MX-480 Refuse Hauler, MX-480 Ambulance, MX-700, MX-240, MX-250, MC-480 Panel Box, MC-480 Dump Bed, Industrial golf carts: (MP-300, MC-480, MC-485). LSV; MC-480 & MC-480 XL (Refer to uploaded document named Sourcewell Additional Product Documents)
78	Parking enforcement, patrol and EMS solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	MC-480, MC-485, MP-300, MP-120, MX-480 Ambulance, MP-240, MP-250. (Refer to uploaded document named Sourcewell Additional Product Documents)
79	Passenger shuttles, burden carriers, tow tractors, baggage trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Passenger shuttles : All MP-Series Burden Carriers: All MC-Series Tow Tractors: All MT-Series Baggage Trucks: MT, MC, & MP-Series. (Refer to uploaded document named Sourcewell Additional Product Documents)
80	Side-by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes Motrec offers and autonomous vehicle solution. (Refer to uploaded document named Sourcewell Additional Product Documents)
81	Food and beverage solutions, athletic and campus-use vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	All Motrec vehicles may be used in these different environments. Please refer to the list of models named Food & Beverage, Athletic & Campus - use vehicles. (Refer to uploaded document named Sourcewell Additional Product Documents)

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

Line Item 82. 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 *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.

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](#) - Motrec International Pricing-Sourcwell 2024.xlsx - Tuesday September 10, 2024 13:57:54
- [Financial Strength and Stability](#) - Sourcwell - recommendation letters.zip - Monday September 09, 2024 15:24:30
- [Marketing Plan/Samples](#) - Sourcwell Marketing.zip - Friday September 06, 2024 14:25:33
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Sourcwell Standard Transaction Documents Samples.zip - Monday September 09, 2024 15:37:22
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Sourcwell - Master Agreement and Proof of Insurance.zip - Tuesday September 10, 2024 14:15:44
- [Additional Document](#) - Sourcwell Additional Product Documents.zip - Tuesday September 10, 2024 12:12:53

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. - Marc Breton, Executive Director, Motrec International Inc

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 3 Utility Transport Golf Vehicles RFP 091024 Wed August 21 2024 02:38 PM	<input checked="" type="checkbox"/>	1
Addendum 2 Utility Transport Golf Vehicles RFP 091024 Tue August 13 2024 01:08 PM	<input checked="" type="checkbox"/>	1
Addendum 1 Utility Transport Golf Vehicles RFP 091024 Wed July 24 2024 09:44 AM	<input checked="" type="checkbox"/>	1