



Solicitation Number: RFP#013020

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **LIFTNOW Automotive Equipment Corp., P.O. Box 972, Yorktown Heights, NY 10598** (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 13, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **FEDERAL TRANSIT ADMINISTRATION.** Sourcewell reserves the right to amend this Contract to include requirements relating to any subsequent changes affecting the use of inter-governmental cooperative purchasing agreements by FTA grant recipients.
- D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor 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). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Vendor, and products and completed operations of Vendor. 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.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell’s approval.

21. COMPLIANCE

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

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor 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 Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor

certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcwell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 4/11/2020 | 6:46 AM CDT

LIFTNOW Automotive Equipment Corp.
DocuSigned by:
By: Paul Stern
795A97EBD40E42D...
Paul Stern
Title: Owner
Date: 4/10/2020 | 10:55 AM CDT

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 4/11/2020 | 6:28 PM CDT

RFP 013020 - Vehicle Lifts, with Garage and Fleet Maintenance Equipment

Vendor Details

Company Name: LIFTNOW AUTOMOTIVE EQUIPMENT CORP.
PO BOX 972
Address: YORKTOWN HTS, NEW YORK 10598
Contact: PAUL STERN
Email: PJSTERN@LIFTNOW.COM
Phone: 914-424-3479
HST#: 74-3093226

Submission Details

Created On: Monday December 30, 2019 12:58:50
Submitted On: Thursday January 30, 2020 09:19:32
Submitted By: PAUL STERN
Email: PJSTERN@LIFTNOW.COM
Transaction #: c867e15d-f345-456c-a5e8-9905bb7657ee
Submitter's IP Address: 96.246.47.144

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	LIFTNOW Automotive Equipment Corp.
2	Proposer Address:	PO BOX 972 Yorktown Heights, NY 10598
3	Proposer website address:	https://www.liftnow.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Paul Stern, Owner, PO BOX 972, Yorktown Heights, NY 10598 pjestern@liftnow.com Cell: 914-424-3479
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Paul Stern, Owner, PO BOX 972, Yorktown Heights, NY 10598 pjestern@liftnow.com Cell: 914-424-3479
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	There are no other pertinent contacts for this proposal.

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Liftnow Automotive Equipment Corp ("LIFTNOW") is one of the largest distributors of automotive equipment in the New York Tristate Area. Our customer base includes new car dealers, collision repair shops, mechanical repair shops, educational institutions, municipalities and utilities. LIFTNOW was founded in 2003 by Paul Stern, who has owned a repair shop, ran the equipment division of another distributor for 10 years and has nearly 30 years' experience in the automotive equipment industry.</p> <p>LIFTNOW meticulously chooses among various industry-leading manufacturers to offer the total, comprehensive solution to ensure the highest level of value, quality, and safety with the ability to serve the complete needs of any service facility.</p> <p>LIFTNOW's philosophy is that a service facility's needs continue beyond purchase. Providing installation, training, inspection, and subsequent maintenance creates an all-encompassing solution that a facility and its employees can rely on for maximum efficiency, safety, and lowest total cost of ownership.</p>

8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>As discussed, we offer a full suite of products and services for automotive service facilities:</p> <p>Vehicle Lifts</p> <ol style="list-style-type: none"> i. Two Post, Four Post, Multi-Post Runway, and Scissors- Brands Carried: Challenger Lifts, Rotary Lift, Bend Pak, Forward Lift, OMER ii. Heavy Duty, Light Duty and Bus - Brands Carried: Challenger Lifts HEAVY DUTY, Rotary Lift HEAVY DUTY, Bend Pak HEAVY DUTY, OMER iii. Inground, Moveable, Mobile and Platform Lifts - Brands Carried: Challenger Lifts, Rotary Lift, Bend Pak, Forward Lift, OMER iv. Parts, Supplies and Accessories - Brands Available for Parts and Accessories: See Sourcewell Service Program. v. Installation, repair, maintenance and warranty services- See Sourcewell Service Program for an industry and worldwide-first government Service/Inspection Program Garage and Fleet Maintenance Equipment vi. Wheel balancers, tire changers, alignment and tire machine- Brands Carried: Rotary Wheel Service, Hennessy Industries (AMMCO/Coats), Ranger (from BendPak) vii. Brake Lathes- Brands Carried: AMMCO/Coats viii. Stationary Air Compressors - Brands Carried: Mattei Compressors ix. Parts Washers- Brands Carried: Bend Pak x. Exhaust Ventilation Systems - Brands Carried: Air Cleaning Specialists is a company that manages all aspects of exhaust ventilation, and maintains the following brands: Blue Ox Air Cleaners, CLARCOR, Clark Filter, Fume-A-Vent, Crushproof Hose, Dynamo Dust Collectors, FumeXtractors, Nederman Fume Removal Experts, Nordfab Ducting Systems, Purolator, Scandmist, Smoketeers xi. Diagnostic Equipment - Brands Carried: Autel xii. Shop Tools and Equipment - Brands Carried: AFF/Surewerx, Goliath Carts, Quality Stainless Products, QuickJack. xiii. Parts, Supplies and Accessories - Brands Available for Parts and Accessories: See Exhibit A, Parts and Accessories Lines Available. SVI International xiv. Installation, repair, maintenance and warranty services - See "Sourcewell Service Program" for an industry and worldwide-first government Service Program <p>In addition, we provide multiple other Categories of Equipment Products/Services that are otherwise not listed:</p> <ol style="list-style-type: none"> i. EQUIPMENT- AC Equipment (Refrigerant Handling Machines) - Brands Available: Mahle <ol style="list-style-type: none"> a. Nitrogen Tire Inflation Systems, Fluid Exchange Systems- Brands Available: Mahle b. Lubrication Equipment, Oil/Air Reels, Grease Fittings, Pumps - Brands Available: Lincoln Industrial/SKF, Stanwade (tanks) c. Advanced Driver Assistance System- Safety System Reset Equipment - Brands Available: Autel d. Tire Pressure Monitoring System Devices - Brands Available: Autel e. Cabinetry for Garages and Shops (Pre-Built or Custom-Built) - Brands Available: Shure f. Air Piping - Brands Available: Aircom g. Parking Lifts (Home, Commercial, Garage) - Brands Available: Challenger, BendPak (AutoStacker) h. Collision Equipment – Frame Machines - Brands Available: Chassisliner ii. SERVICES <ol style="list-style-type: none"> a. Inspections - See our Sourcewell Service Program b. Service, Installation & Maintenance - See our Sourcewell Service Program c. Equipment Financing/Payment Options - See our Sourcewell Service Program d. Training, Warranty Registration, Safety Manual Ordering - See our Sourcewell Service Program e. Facility Design- Garage as it relates to garage equipment placement ONLY - See our Sourcewell Service Program
9	What are your company's expectations in the event of an award?	<p>In the event of an award, we expect to work closely with Sourcewell for the life of the contract to both increase Sourcewell's membership base through constant program promotion, as well as increase current sales under this contract for the aforementioned products and services to the existing membership base, in the most productive and convenient way possible.</p>

10	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>LIFTNOW is a privately held, New York State S-Corporation and is owned 100% by Paul Stern. Over its nearly 17-year life, LIFTNOW has sold well over \$30 million of various shop equipment and supplies to its thousands of customers, with a nearly 100% customer satisfaction rating and virtually no returns or chargebacks.</p> <p>LIFTNOW's financial stability is second to none. The corporation has no outstanding debts or notes, including no long-term debt or interest payments. This also includes no outstanding or otherwise delinquent balances to any of our vendors; we're known for prompt and early payments.</p> <p>LIFTNOW is a privately-held company with a total annual estimated volume between \$2mm and \$3mm, and we have annually audited financial statements. If copies of financial statements are needed for evaluation purposes, we will release these with the request that they are for Sourcewell in-house use only, and will not be shared under any freedom of information requests from other government agencies, competitors or associated companies.</p> <p>LIFTNOW's bond rating is unknown, yet bonding is always available.</p> <p>Please see attached bank reference.</p>	*
11	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Our portfolio of brands currently collectively holds between 50 and 90%+ of the American market, depending on the product category and segment defined.</p>	*
12	<p>What is your Canadian market share, if any?</p>	<p>Our portfolio of brands currently dominates the Canadian market - the brands compose of an estimated 60-90%+ of the Canadian Market.</p>	*
13	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>Our business has never petitioned for bankruptcy protection.</p>	*
14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>LIFTNOW is a hybrid between a distributor/reseller and a service provider. Our service network is independent. We make agreements with many of these independently-owned companies to perform service and inspections through the Sourcewell Service Program, which we will dispatch, manage and oversee. These agreements will be largely contingent upon award and execution of this contract. Please see "Dealer Networks" for a list of these service providers.</p> <p>The sales and service forces of LIFTNOW and our supply partners are all trained in using contracts and the benefit of using a streamlined purchasing cooperative such as Sourcewell. All equipment is dropshipped by the manufacturer to the end-user's (Sourcewell Member's) facility. See the Marketing section for more on training and empowering these groups.</p> <p>Please see attached documentation regarding our status purchasing the products proposed in the RFP. Due to the breadth of our product offerings, we were able to compile the majority of our written authorizations expediently. Please contact us for further information on any of the brands, along with our ability to sell and deliver the products and services in question.</p>	*
15	<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>There are no formal licenses legally required to sell, install or service this equipment. We are legally incorporated in the State of New York as an S Corporation. However, all brands that we represent have the appropriate certifications as it relates to the manufacture, sale and post-sale activities of the equipment wherever necessary. (UL, ALI/ETL, ISO 9001, etc.)</p> <p>As a part of our Sourcewell Service Program, we offer Inspections from ALI-Certified Inspectors, who have committed to following ANSI-ALOIM and ANSI-ALIS (the only automotive lift standards created by ALI under the American National Standards Institute) to successfully inspect the lifts.</p>	*
16	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>LIFTNOW has never been suspended or debarred from doing business with any government agency.</p>	*

17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Vehicle Lifts</p> <ol style="list-style-type: none"> i. Two Post, Four Post, Multi-Post Runway, and Scissors: Two Post, Four Post, Two Post Enthusiast, Four Post Enthusiast, Full Rise Scissor Lift, Motorcycle Lift, Low/Mid Rise Lift, Pad Lift, Turf Lift, Parking Lifts, Alignment Racks (Scissor and Four Post) ii. Heavy Duty, Light Duty and Bus: Parallelogram, Mobile Column Lifts, Bus Lifts, HD Lifts, LD Lifts iii. Inground, Moveable, Mobile and Platform Lifts iv. Parts, Supplies and Accessories v. Installation, repair, maintenance and warranty services <p>Garage and Fleet Maintenance Equipment</p> <ol style="list-style-type: none"> vi. Wheel balancers, tire changers, alignment and tire machine: HD Balancers, LD Balancers, HD Tire Changers, LD Tire Changers, HD Aligners, LD Aligners, Center Clamp Tire Changers, Automatic Tire Changers, Table Top Tire Changers, Tilt Back Tire Changers vii. Brake Lathes - Bench Lathe, On Car Lathe viii. Stationary Air Compressors - Rotary Screw Compressors, Rotary Vane Compressors ix. Parts Washers x. Exhaust Ventilation Systems xi. Diagnostic Equipment - Diagnostic Tablets, Diagnostic Software (which accompanies the tablets), Reprogramming/Flashing Devices xii. Vehicle Wash Systems xiii. Shop Tools and Equipment - Jacks, Dollies, Carts, Cabinetry, Safety Equipment, etc. xiv. Parts, Supplies and Accessories xv. Installation, repair, maintenance and warranty services <p>In addition, we provide multiple other Categories of Equipment Products/Services that are otherwise not listed:</p> <ol style="list-style-type: none"> i. EQUIPMENT- AC Equipment (Refrigerant Handling Machines) - 1234YF Machine, 134A Machine <ol style="list-style-type: none"> a. Nitrogen Tire Inflation Systems, Fluid Exchange Systems b. Lubrication Equipment, Oil/Air Reels, Grease Fittings, Pumps c. Advanced Driver Assistance System- Safety System Reset Equipment d. Tire Pressure Monitoring System Devices e. Cabinetry for Garages and Shops (Pre-Built or Custom-Built) f. Air Piping g. Parking Lifts (Home, Commercial, Garage) h. Collision Equipment – Frame Machines ii. SERVICES <ol style="list-style-type: none"> a. Inspections b. Service, Installation & Maintenance c. Equipment Financing/Payment Options d. Facility Design e. Warranty Registration f. Receiving, Transfer, Removing Equipment g. Training h. Parts and Service for ALL brands of automotive equipment, regardless of age or manufacturer status, through the Sourcewell Service Program. i. Automotive Equipment Management System: an online portal dedicated to the management and service requests specifically of the equipment as outlined by this contract. This is free to all members of Sourcewell.
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>We are grateful to have received a myriad of relevant industry awards and recognition during our tenure as an automotive equipment distributor, including:</p> <p>Press Coverage in Collision, Independent, New Car Dealers, Tire Dealers, and Education Customer Segment publications. Coverage in magazines, newsletters, and trade journals. Coverage on our products/services, as well as events that we've thrown and attended, and original content creation for many of these publications.</p> <p>Educational speaker at various free and paid events for the AASP- New Jersey's Northeast Show, a collision and repair trade show which has over 7,000 attendees. We give highly-rated and thought-provoking seminars on the future of vehicle safety systems.</p> <p>Other regional and national events thrown and attended, including the periodic curriculum meeting for the New York City Technical Education system, NYC DCAS, the Automotive Lift Institute Associate Member Meeting, SEMA and NADA.</p> <p>Additionally, many of our service providers are certified by the Automotive Lift Institute, a third-party trade organization governing the safe manufacture and inspection of vehicle lifts. To receive this accolade, members of the company must go through a rigorous testing and practical experience process to be certified to grant ALI-Certified Inspections. We will work with the 300+ companies certified by ALI to perform inspections in the United States and Canada. This network can be found in the Excel Sheet entitled "Dealer Networks"</p> <p>We are recognized as members of the following associations: Alliance of Automotive Service Providers, Greater New York Automotive Dealers Association, Connecticut Automotive Retailers Association, Automotive Care Association, New England Tire and Service Association, New York City Auto Repair Association, Auto Body Association of Connecticut.</p> <p>Our portfolio of brands have collectively received hundreds of awards related to product innovation, manufacturing prowess, environmental sustainability, safety compliance, and more.</p>
19	What percentage of your sales are to the governmental sector in the past three years	5
20	What percentage of your sales are to the education sector in the past three years	5
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>We hold a New York City Department of Sanitation Contract for Wheel Service Equipment. This contract has yielded in excess of \$500,000. We anticipate further revenue from this contract.</p> <p>We recently won a contract as the exclusive vendor of Garage Equipment with a large Auto Dealer's Association, which represents hundreds of Automotive Dealers. We anticipate that this contract will yield annual revenue in excess of \$1 million.</p> <p>We are also pending an award as the exclusive vendor of Garage Equipment with a second Auto Dealer's Association, which represents nearly 300 New Car Dealers. We anticipate that this contract will yield annual revenue in excess of \$500,000.</p>
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not hold any GSA contracts.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *
New York City Department of Sanitation	George Kambouras	7183348948
Con Edison of New York	Bill Gonzalez	7182042407
Town of Brookfield CT	Ralph Tedesco	2037757318
Watchtower Vehicle Center (Kingdom Support Services)	Chris Torgeson	8455240083
New York City Department of Transportation	Chi Wang Cheung	9174402806

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
New York City Department of Sanitation	Government	New York - NY	Supplier and service provider of Wheel Service Equipment for years. Dispatch local sales and service representative and serve as point of contact for pre-sale, sale and post-sale. Process payments.	So far, this contract has consisted of a single, multiple-location purchase.	\$500,000
Watchtower Elite (Kingdom Support Services)	Non-Profit	New York - NY	Sole supplier and service provider of all automotive equipment for nearly 10 years. Dispatch local sales and service representative and serve as point of contact for pre-sale, sale and post-sale. Process payments.	There are many purchases that occur on an almost-quarterly basis. Average purchase for the last three years is roughly \$25,000.	\$250,000
Con Edison of New York	Non-Profit	New York - NY	Supplier and service provider of Wheel Service Equipment for years. Dispatch local sales and service representative and serve as point of contact for pre-sale, sale and post-sale. Process payments.	Semi-frequent purchases (roughly 1x a year) for their various garages to repair their fleet. Average purchase is around \$20,000 for the last three years.	\$60,000
Mt. Vernon High School	Education	New York - NY	Supplier and service provider of Wheel Service Equipment. Dispatch local sales and service representative and serve as point of contact for pre-sale, sale and post-sale. Process payments.	This was a single purchase.	\$40,000
New York State Thruway Authority	Government	New York - NY	Supplier and service provider of Wheel Service Equipment for a recent contract. Dispatch local sales and service representative and serve as point of contact for pre-sale, sale and post-sale. Process payments.	This was a single purchase/bid.	\$20,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *
25	Sales force.	<p>Our sales force is comprised of 4 full-time, inside sales professionals and an office administrator. Our team has combined decades in experience in sales and logistics of capital equipment transactions.</p> <p>Additionally, upon execution of this contract, we will hire 1 or more (as needed) full-time contract administrator to specifically field requests and inquiries as it relates to Sourcewell and its Members.</p>
26	Dealer network or other distribution methods.	<p>Our service network is comprised of nearly 1000 full-time, independently-owned companies that install, service and maintain all equipment outlined in this RFP. We maintain relationships with many of these companies, which are distributed through all 50 States and Canada, to provide local service to customers. Please see the Dealer Networks excel sheet for more information.</p> <p>This network is also trained on the nuances of the Sourcewell contract as executed, and are trained and incentivized to look for additional sales and service opportunities at every step of engagement with the Members through our Sourcewell Service Program.</p>

27	Service force.	<p>Our service network is comprised of nearly 1000 of full-time, independently-owned companies that install, service and maintain all equipment outlined in this RFP.</p> <p>Our inspection network is comprised of approximately 300 full-time companies that inspect automotive lifts under the Automotive Lift Institute Certification and represent nearly 120,000 annual, national lift inspections.</p> <p>Some of our manufacturers manage service themselves with their own technicians. We have direct access to all of these technicians in both America and Canada through our Sourcewell Service Program.</p> <p>Outside experts/contractors needed on the "open-market" can be located by our inside sales team for the United States and Canada.</p> <p>Please see Dealer Networks for more information.</p>	*
28	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>Our customer service program is second-to-none. Because we have a diverse portfolio of products, we are able to be the one phone call, instead of ten. Oftentimes, a garage of one of the Sourcewell Members can have over a dozen brands of automotive capital equipment as covered by this RFP.</p> <p>Calling LIFTNOW, they will only have to make one call for all of their automotive equipment needs, in a way that few other companies can boast.</p> <p>We are not only open 60 hours/week through our toll-free 800 number that directs to our office in Yorktown Heights, NY, but we also implement a live-chat on our website www.liftnow.com, where visitors can get a real-time person (not a robot) to talk to them about their needs. Please see more on communication in our Sourcewell Service Program, which outlines a member-facing Portal that we believe will complement Sourcewell's existing efforts well.</p> <p>Additionally, we will implement a dedicated email address specifically to field Sourcewell requests (sourcewell@liftnow.com).</p> <p>Our brands incentivize Dealers and Service Providers for responsiveness to service calls. We will also discuss response-time tracking and Customer Satisfaction Index of our service providers in later questions, both of which help us to strengthen our customer service program.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>At this time, we are only able to offer the full suite of equipment and services to Sourcewell Members of the United States through our company and this RFP. This restriction does not apply to our Sourcewell Service Program—Canadian members of Sourcewell will fully enjoy all service, inspection, training/design, and installation of all products outlined.</p> <p>We have further researched this perceived limitation, and have concluded that Canadian Members have spent \$0.00 on this contract. We encourage Sourcewell to independently verify this claim. Our marketing efforts will not be limited to the United States (and actively engage Canadian Members on all products and services), as growing the contract and Sourcewell membership means engaging groups under-utilizing contracts.</p> <p>Products ordered by Canadian Members of Sourcewell will be granted the ability to order products from our Canadian Distribution Partners, at Canadian List Prices (in local currency), less the list price discount for those products outlined in the Pricing section of this RFP.</p> <p>As a result of this disadvantage, we cannot control differences in lead time and cannot ourselves procure the product, and as a result cannot presently supply the appropriate administrative fees to Sourcewell for these Members (annual estimated revenue = \$0.00).</p> <p>If products are sold through LIFTNOW to Canadian members successfully, we will remit appropriate administrative fees to Sourcewell.</p> <p>We will accept and dispatch orders, as well as remain a point of contact for all customer service and order inquiries for Canadian customers. This disadvantage is partially the reason we have tried to make the administrative fee especially enticing.</p> <p>Upon award of this contract, we will make every effort possible to secure these products and services from our manufacturers in the Canadian market through our company and offices and notify Sourcewell accordingly.</p>	*

30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no Sourcewell Member sectors that we will deny products or services. We will proudly offer our suite of brands and services, including the Sourcewell Service Program, to all interested Members. This extends not only to brands we represent, but through the Sourcewell Service Program, brands that are still in use by Sourcewell Members but are no longer being properly repaired or maintained.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	There are no requirements or restrictions that would apply to our Members in Hawaii, Alaska and the US Territories. We ship to all members located off shores. The only difference is our shipping program for the continental United States is with freight being part of the cost of the product. When shipping to Hawaii, Alaska or other offshore locations, we will use the freight program for the continental US where available to the port of exit, and then the actual cost of delivery from the port of exit.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We will implement an integrated marketing strategy that both utilizes LIFTNOW's existing channels, as well as identifies new channels as they relate specifically to the Sourcewell Member's Path to Purchase for the products and services outlined in this RFP.</p> <p>Upon notification of award before official roll-out, we will spend approximately one month conducting in-depth market research. We will start by studying the publicly available Sourcewell Membership List and cross-referencing it against both publicly available information, as well as proprietary information and purchase history from our brands to identify sales cycles, product preferences (including often-purchased accompaniments), as well as information on those eligible customers that have purchased equipment, but have not joined Sourcewell, along with any differences in their purchasing habits, geography, etc.</p> <p>Additionally, we will ask Sourcewell for any purchase history that they have specifically relating to earlier iterations of this contract, along with purchasing members.</p> <p>After we have defined customer types among Sourcewell members and non-members, we will target the following groups:</p> <ol style="list-style-type: none"> 1. Non-Members of Sourcewell who have purchased related products/services 2. Existing Members of Sourcewell who have purchased related products/services 3. Non-Members of Sourcewell who have not yet purchased related products/services 4. Existing Members of Sourcewell who have not yet purchased related products/services. <p>Each group of members warrants a different strategy to advance the interests of:</p> <ol style="list-style-type: none"> 1) The Contract outlined in this RFP 2) Increasing Sourcewell Membership as a means to streamline the process (and decrease the friction) of purchasing the products and services as outlined in this RFP. <p>Upon award, we will first execute an omnichannel marketing message to announce our partnership with Sourcewell, across social media, our website/blog, and various printed marketing materials. We will also incorporate a fillable web form to request hard copies of our online content in an easily digestible format.</p> <p>One of our strongest channels will lie in our Sourcewell dedicated Member Portal, www.govgarage.com. This will serve as a continuous point of engagement to inform consumers on the newest product innovations and technologies, best practices in safety and operation, and serve as a responsible source for techniques, new procedures, protocols, and tips on all products and services. This portal is fully operational as-is, but will have additional functionality and an improved user interface/experience well before the launch of the contract.</p> <p>After we've broadcasted our initial announcement and message and identified the four core groups as discussed above, we will develop integrated marketing strategies for each. This will include, but is not limited to:</p> <p>Direct Marketing: Postcards/Flyers/Catalogs, Email Marketing, Fax Marketing, Text Message Marketing, Phone Marketing</p> <p>Digital Marketing: SEO, SEM, Google AdWords/AdSense, PPC, ACoS, etc. Please see more in item 33 on this specifically.</p> <p>Print Marketing: Paid Media--Advertisement in Trade Journals, Newsletters, Magazines. Advertising can easily be done nationally, with the Sourcewell logo displayed prominently in all advertising materials.</p>

Media Marketing: Podcasts

PR: Community Engagement with Local and Regional "Influencer" Agencies and Bodies: For example, NYC DCAS - Department of City Administrative Services, which helps guide policy and procedure in New York City or ASE, the National Institute for Automotive Service Excellence, which accredits schools and instructors alike on automotive repair. There are many ways to engage key groups of people that fall into one of the four core groups identified above which we can further explore once we have done more research into the demographics, habits and behavior of these groups.

Event Marketing: There are many events throughout the year that align well with the four core groups discussed - including regional and national "reverse trade shows" for procurement professionals. As we define our core groups and strategy over the 1-year, 3-year and 5-year time frame, we will exhibit at these shows and, with the continued and anticipated success of our project, reinvest into increased presence at these events.

Some of these events include but are not limited to APTA (American Public Transportation Association), NCSFA (National Conference of State Fleet Administrators), NTEA (National Truck Equipment Association), APWA (American Public Works Association)

Content Marketing: Content marketing is an important and ever-growing tool in the marketer's toolbox. Content marketing refers to creation of new and thought-provoking content for customers to help them in one of the three main stages of decision making: awareness, consideration, and decision. When the content is original, novel and helpful, a reader is more likely to make their decision with your company in mind. We've used content marketing not only on our own website ("Owned Media"), but have used it in a variety of trade journals, newsletters and websites ("Earned Media"). These publications have worked closely with us on a now-regular basis to generate exciting and valuable content for their readers. We plan on replicating this model for the sectors to which Sourcewell members belong.

Consumer Promotion: Consumer promotion refers to incentivizing an increase in purchasing for a certain product or product line during a specified period of time.

While the intention of the RFP is to deliver consistently low and flat-rate prices to the Members of Sourcewell, there are occasional brand-sponsored specials. At Sourcewell's instruction, we are willing and able to broadcast these specials to the members on a continuous basis as we receive them. We will pass along the vast majority of the promotion directly to the Members. Due to the nature of consumer promotion/specials, we are unable to predict this promotion as a percentage or dollar amount.

Personal Selling: Personal selling refers to in-person selling. Personal selling will be best done through our service network, who will have increased face-to-face contact with the end customer during delivery, installation, and subsequent interactions. As a part of the agreement with the service network, they are encouraged and incentivized to promote the Sourcewell Service Program.

Social Media Marketing: Please see line item 33 below to learn more about Social Media marketing as it relates to this RFP.

Partnerships: Partnerships refer to partnering with complementary organizations to help our dual cause of promoting sales on the contract, as well increasing Sourcewell membership as a means of reducing friction for the remainder of nationwide sales of our brand portfolio.

For example, a partnership may be with other Sourcewell Vendors, like Construction contractors, to help fuel one another's efforts. Construction partners may stimulate business for us by letting us know that a municipality wants to construct a new maintenance facility. Likewise, we would find existing customers that want to expand or otherwise modify their facilities, where we would call the Construction partners.

For non-Members, this is equally powerful: Sourcewell vendors on different contracts could align as a vertically-integrated solution available most economically and productively through Sourcewell, inducing member enrollment.

As a result of these partnerships (which Sourcewell could be helpful in fostering), we are open to exploring "edge transactions" and how they could benefit Sourcewell as a whole. For example, a construction contractor who also does considerable work for Automotive Repair Shops in his region or nationally may help stimulate our business even though it has taken place outside of the scope of this RFP. For these types of future transactions, we intend on compensating Sourcewell accordingly.

More specifics, including timelines, will be made more apparent after the research phase of our marketing plan. *

Another important stakeholder group to engage in our marketing plan is the Sales and

Service Network for each vendor. Upon award, we will mobilize all Sales and Service Personnel for each vendor (you can see some of these listed in "Dealer Networks"), describing our contract with Sourcewell, as well as a guide to selling through the contract. Personnel that work directly for the manufacturer (as opposed to a distributor) will be engaged and given a handbook (created with the help of Sourcewell) on how to sell the equipment best through the contract. Additionally, sales personnel from each brand will be trained on a continuous basis, as we will host periodical webinars discussing sales methods and tools and identify products with greater velocity or greater opportunity (based on our data-driven marketing and engagement approach). All sales personnel will also receive LIFTNOW and Sourcewell-specific marketing materials, including brochures and multimedia pieces. For example, we've created scale models of products using cardboard, interactive QR-code brochures, virtual reality renderings, and more. Please note that these samples created are samples for a brand, Hunter Engineering, that we are not bidding in this contract (this brand is only carried by our regional branch in New York). We will also leverage this contract into additional marketing cooperative dollars, which is available through almost all our manufacturers.

The service network will be similarly empowered, as we will engage them more individually (due to the nature of their independent-business status). Each service network will be given a flowchart of the sales and service process, along with equipment surveys that are mandatory with every visit. These equipment surveys will be submitted to us to strengthen our continued marketing approach. They will also be armed with periodical service-specific webinars and a suite of marketing materials specific to service, inspection, and maintenance. Finally, each member of our service network receives unlimited digital access to operations and parts manuals that we've compiled over 10 years to help them specifically diagnose and repair certain lifts. Each member also receives Excel versions of the ALI Certificate forms (which you can find in the folder "Additional Information") to more expediently fill out the forms and send them to both the customer and to us for reporting purposes.

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Please note that marketing materials shown in the folder "Marketing Plan and Samples" are samples -- that is, they represent regional efforts and content that have been made. The new contract will see the addition of national efforts, along with the GovGarage website, which will accurately reflect the brands won by LIFTNOW for Sourcewell.

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>As previously described, we will cross-reference the Membership list with both publicly available and proprietary information to develop essentially four core groups:</p> <ol style="list-style-type: none"> 1. Non-Member, Past Purchase 2. Existing Member, Past Purchase 3. Non-Member, No Purchase 4. Existing Member, No Purchase <p>While each warrants a slightly different strategy, we have invented an algorithm for an "Opportunity Score"-- that is, based on the current products they have (including the age and quality of those products), along with their past purchase behavior (if they have more than one transaction available) to develop a score that measures the likelihood of purchase toward a certain product that is the replacement or enhancement of their existing products. In a government/cooperative purchasing environment such as Sourcewell, there is a higher level of confidence when constructing these scores, as there are less ways to purchase this equipment. Additionally, in the GovGarage.com member portal, we will have a fully-built solution for an Equipment Management System, where members will be encouraged to import all equipment and order services directly from the Portal. This solution will help strengthen our opportunity score calculation.</p> <p>For Non-Members, we will find data on those members that could purchase through the Sourcewell program if they are members. The way we do this is by constructing a list of all eligible municipalities in the United States and Canada. We will then discover which ones have eligible facilities. We have started this process of compilation with moderate success. Much of these described processes are performed using highly-skilled computer engineers so that the project is complete in a reasonable amount of time.</p> <p>In the remainder of our marketing efforts, we will use these scores to guide our marketing plan, as well as who to send which marketing messages. For example, highly personalized mailers can be sent based on the Opportunity Score and type of equipment needed. More likely prospects can be sent higher-value marketing materials to help them make their decision, while those prospects with a longer decision journey may receive smaller or less urgent marketing messages.</p> <p>Finally, our dedicated Government Portal, https://www.govgarage.com, will be fully operational at the time of the contract award. This Portal is a dedicated Sourcewell Member website, protected by a login, and will feature a tracking tag from Google that is inserted into the website to track actions taken by users, including clicks, time spent on a page, pages where the session ended, etc. Our marketing manager is certified in both Google Ads for Beginners and Advanced Google Analytics. Using the insights from our webpage, we will be able to more strategically market and remarket to users, as well as revise our website for the life of our contract with Sourcewell. Examples of actions that can be taken as a response to Google Analytics include:</p> <ul style="list-style-type: none"> -Seeing that a user spent a lot of time on a page for which we know he has an older piece and must replace soon. After he spent time on this page, we can send him an email reminding him to look at the offerings. - Seeing that 45% of all users end the session after the same exact page. We can then revise that exact page to help reduce this rate, called the "bounce rate". <p>Finally, there is an opportunity for Sourcewell and LIFTNOW to collectively use a \$10,000 monthly advertising SEM (Search Engine Marketing) budget. As long as the advertising actively promotes safety (namely lift safety), we will allocate the majority of this budget to the Sourcewell Service Program. We will use strategic, low-competition keywords and phrases to reach the largest and most pertinent audience possible.</p>
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34	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>As mentioned in the previous two items, we are comfortable promoting the contract arising out of this RFP. However, we do ask that Sourcewell provide us the following:</p> <ul style="list-style-type: none"> - Endorsement and promotion of the Program and LIFTNOW - Preliminary marketing materials and brand-usage guidelines, including restrictions <p>In order to fully realize our marketing plan, we also ask that Sourcewell share the following. These are by no means required, but will help us market the most effectively:</p> <ul style="list-style-type: none"> - Full Purchase History of Sourcewell Members under this contract, if available. - New Registrations of Sourcewell Members as they arrive - Metadata of Sourcewell Members as it relates to the Sourcewell website, and specifically our contract - Specific Contacts at those "Members of Interest", after we locate them. The ability for Sourcewell to endorse or otherwise support us to that contact of the Member Organization. - Endorsement of the Contract and our Company to various Partners for Event Marketing and Partnerships. In the context of Event Marketing, this may mean helping endorse us to speak at an event, or exhibit, using connections between Sourcewell and another large organization. <p>In the context of Partnerships, this may mean fostering a relationship between our firm and other complementary firms, including providing firm-specific resources and endorsements to present as a vertically-integrated and superior solution to separate bidding and contracting.</p> <p>We plan to integrate the Sourcewell-awarded contract into our sales process through the debut of the GovGarage website, the marketing plan, and infusing the Sourcewell name and logo in all of our existing efforts in our private sector-facing business. We will do this because the Sourcewell (formerly NJPA) brand gives us an additional layer of credibility and security. Additionally, all government sales going forward for our company will include a step asking about Sourcewell, and all quotes/invoices to Sourcewell members will include the Sourcewell logo, along with highlighting estimated savings because of the Member's enrollment in Sourcewell.</p> <p>Finally, we will develop a referral engine for Members. For example, any member that refers another Member who then purchases above a certain dollar amount would be eligible for a credit toward products and services in the future. The amount and nature of this referral engine will need to be determined after receiving additional information about the contract from Sourcewell.</p>
35	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Members of Sourcewell will uniquely benefit from GovGarage, the member-facing e-procurement and equipment management portal. This will not only allow members of Sourcewell to conduct product research, but will also allow for the actual purchase and order tracking of the products. The procurement portal is currently set up to accept credit cards, and members can upload a copy of a Purchase Order to accompany the order if they wish.</p> <p>Finally, the procurement portal includes ways to install, service, inspect and maintain all equipment as a type of Management System, which connects our sales and service network with the specific needs of each customer in a timely fashion. This procurement portal is secure and free-of-charge to all Members of Sourcewell.</p> <p>Please see more about the benefits of the GovGarage in the dedicated folder entitled "GovGarage".</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Installers for all of our lift brands (Rotary Lift, Forward Lift, Challenger Lifts, Bend Pak) provide training for shop technicians as part of the installation package. Additionally, through the Automotive Lift Institute (ALI), multiple training materials are available, such as the "Lifting it Right" package, which acts as a handy, single source of information. The package includes a manual and a DVD, and LIFTNOW has these packages in stock. These, and other ALI Materials (like the ANSI/ALOIM "Blue Book", which acts as a compendium for lift operation and maintenance knowledge for a variety of lift types, designs and working environments) are available to purchase through the Sourcewell Service Program, under the tab Manuals in the Excel Sheet. Additionally, as a part of the Sourcewell Service Program, we have access to all operation and parts manuals for hundreds of types of lifts, for both in-operation and out-of-operation machines.</p> <p>After the sale, should a Sourcewell member require any additional training, we can provide these services using our Service Network directly through our Sourcewell Service Program. The Sourcewell Service Program provides predictable and menu pricing for training for all products as covered by this RFP.</p> <p>For AMMCO Coats/Hennessy products, the completed sale includes installation and technician training.</p> <p>Other brands have varying degrees of training, which can be found in the Sourcewell Brand Matrix under the column "Training". The nature of many of these brands require little-to-no training and are shipped ready to use. However, training can be scheduled for any brand and any product.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>Thankfully, we are a distributor and not a manufacturer. This affords us the luxury to deploy a carefully chosen portfolio of brands committed to technological advancements in their given categories. Any single brand is inherently limited by its individual ability to innovate. By offering Members multiple choices, we can tailor our offering to the Member's actual individual needs and match those needs to the brand whose technology exceeds those needs. While some manufacturers contend that vehicle lifts may be a low-tech commodity, or praise the addition of years-old technology, you can never be sure you're comparing apples-to-apples. For example, one of our manufacturers, Challenger Lifts employs patented Versymmetric Technology, which allows for simultaneous symmetric and asymmetric lifting of vehicles, thereby eliminating the need for two lifts with two different use cases, or the only 2 Post 15,000-lb lift with 3 Stage Arms currently available on the market. Another example: Autel makes the most comprehensive solution for Advanced Driver-Assist Systems (ADAS) Calibration Equipment with greater coverage than any other brand currently on the market. This technology will be especially important going forward as more vehicles come standard with ADAS. Other technological advances can be found in every brand we represent; as a part of our ongoing strategy, communicating these technological advances is a part of our marketing plan and communicated through our greatest technological innovation, the GovGarage Portal.</p> <p>We've shown the GovGarage Portal in this RFP and the dedicated folder, entitled "GovGarage". It's a fully dedicated portal for members of Sourcewell, where Members can upload their equipment, learn more about the products through the Education Center, and file and manage service requests, maintenance, and inspections directly. It also serves as an e-procurement portal and an order tracking platform. Never before has a platform of this type been introduced into the automotive equipment industry in any fashion.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As a distributor and service provider, our company does not itself receive certifications for the equipment or products included in the Proposal related to "green initiatives". As a company, LIFTNOW has little-to-no negative impact on the environment as we are not manufacturing products. Most of our work is done on the computer or over the phone. We consistently seek ways to reduce our carbon footprint.</p> <p>Further, due to the breadth of our product offerings and variety of manufacturers, we believe it to be more expedient to refer you to the "Sourcewell Brand Matrix" Excel Sheet, where you can find a Per-Brand List of initiatives. Any further information can be requested as needed.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>As a distributor and service provider, our company does not itself receive certifications for the equipment or products included in the Proposal related to energy efficiency or conservation, life-cycle design and other green/sustainability factors. Further, due to the breadth of our product offerings and variety of manufacturers, we believe it to be more expedient to refer you to the "Sourcewell Brand Matrix" Excel Sheet, where you can find a Per-Brand List of initiatives. Any further information can be requested as needed.</p>	*

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We do not currently maintain WMBE, SBE, or veteran-owned business certificates. However, in almost every jurisdiction covered by Sourcewell, LIFTNOW would be considered a Small Business, based on annual revenue and number of employees. We are in the process of receiving our certification from the SBA.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>Our uniqueness as a company lies in our breadth. Breadth in brands, products and services that render us a unique and industry-first point of contact that acts as the true “sole source” that most accurately reflects Member needs in a way that any single manufacturer (or manufacturer with 3-4 value-added suppliers) simply cannot boast. Through our Sourcewell Service Program, we can even assist on brands that we didn’t bid on, brands that are no longer in business, or brands that are no longer sold in the United States or Canada as a courtesy which will foster additional future sales.</p> <p>While we firmly believe it’s important to outline all of a customer’s options, we don’t want to confuse them. Our highly-trained sales team will assist the Member in breaking through the clutter, which is the traditional downside of breadth. With an informed decision in hand, the Member can put faith in not only the product, but all services related to the product from the moment of purchase to the moment of scrap for dozens of brands of equipment, with one phone number, one website, and one company: LIFTNOW. With powerful tools like a completely unique and industry-first equipment management portal, this single point of contact is not limited to phone calls and emails but clicks and searches on a 24/7 basis.</p> <p>Further, the advantage of breadth extends to our service network. We have already leveraged data from our various manufacturers to create what is now the largest service network available in the automotive equipment industry, with our ever-growing list of over 1000 unique entries in a variety of disciplines, from Lift Repair & Inspection to Wheel Service to Lubrication, Compressors, and more.</p>	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	As discussed previously in this RFP, we are able to offer our Sourcewell Service Program to all Members of Sourcewell. While we are more than willing to sell our Products to member agencies in Canada, we will work with Distribution Partners as necessary to avoid impairing this contract. Additionally, we will make every effort possible upon award to secure our offerings so that we may sell to Canadian members natively through LIFTNOW. Any products or services sold through LIFTNOW to Canadian members are eligible for the exact same pricing (and administrative fee paid to Sourcewell).	*

Table 9: Warranty

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

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	<p>All of our brands and manufacturers maintain a warranty program that covers a combination of parts and labor. These brands meet, and in many cases, exceed industry standard warranties.</p> <p>Some categories and brands do not lend themselves to labor/parts coverage, but rather a materials and workmanship coverage. Please refer to the folder entitled "Warranties" to learn more about which warranties cover what from our brand portfolio.</p>
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No warranties from our brands/manufacturers impose usage restrictions or other limitations that adversely affect coverage.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Please refer to the folder entitled "Warranties" to learn more about which warranties cover what from our brand portfolio.</p> <p>Many of our brands, namely the vehicle lift brands (Rotary/Vehicle Service Group, Forward, Bend Pak, and Challenger) will replace parts returned to the factory, which prove upon inspection to be defective, and pay for reasonable costs of transportation and/or labor for replacement of said parts for the warranty periods stated above.</p>
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	<p>There are no geographic regions of the United States or Canada for which we cannot provide certified technicians to perform warranty repairs. We maintain the contact information and ability to dispatch, so that all warranty repair requests can flow through LIFTNOW to the applicable manufacturer, and we will communicate that to the customer.</p> <p>Further, all warranty requests can be dispatched to our respective manufacturer's networks directly if so chosen by the Member.</p>
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>All warranties are typically passed on to the original equipment manufacturer, but we have the ability to directly dispatch and fulfill all warranty requests.</p> <p>As described in the Sourcewell Service Program, we are pleased to offer out-of-warranty service for not only our Brands, but Brands of other equipment that have since been discontinued or defunct, as well as manufacture custom parts for Members.</p>
48	What are your proposed exchange and return programs and policies?	<p>We must adhere to the return programs and policies of each of our manufacturers, including restocking fees as necessary, which are usually expressed as a percentage of the initial purchase price. For the sake of brevity, we cannot include all return programs and policies here. We have included BendPak and Rotary as samples of a return policy, while many others have return policies as a part of their warranties. Many of these manufacturers have a 14-60 day return policy with a restocking fee equal to a percentage of the purchase price, usually ranging from 10%-30%. We can provide any return policy information as requested and necessary to execute this contract.</p> <p>In LIFTNOW's 17-year history, we maintain a nearly perfect customer satisfaction rating, with virtually no returns or exchanges for our entire line of equipment.</p> <p>We have further researched this and concluded that this contract's total revenue has included less than 0.025% of returns or exchanges. We ask Sourcewell to independently verify this claim.</p>
49	Describe any service contract options for the items included in your proposal.	<p>Each manufacturer has its own service contracts that may be available, most notably, all brands of vehicle lifts and wheel service equipment that we carry have a line item to purchase Extended Warranty Coverage.</p> <p>Additionally, our Sourcewell Service Program describes a menu of prices for all services related to this RFP. We are not currently implementing a duration-based service contract option in our Sourcewell Service Program but will likely explore this option in the future.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	<p>Our payment terms are:</p> <p>0.5% 15 Days, Net 30 for all VSG Products (Rotary Lift, Rotary Wheel Service, Rotary Heavy Duty, Forward Lift, Revolution Lift by Rotary) and for Challenger Lifts</p> <p>Net 30 for all Other Products</p>
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>We work with a variety of lending partners to successfully lease or finance large projects on an almost-weekly basis.</p> <p>All financing and leasing programs can be extended to all Members of Sourcewell in order to make acquisitions under this Contract. Members can apply for financing and leasing directly on our website.</p>
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>Ordering can be achieved multiple ways with LIFTNOW for Sourcewell Members:</p> <ol style="list-style-type: none"> 1. Direct, online e-procurement through www.govgarage.com 2. Purchase orders sent directly to sourcewell@liftnow.com, the dedicated Sourcewell Member email address. 3. Live Chat through the LIFTNOW or GovGarage Website 4. Phone sales <p>All sales are entered in our accounting software (separate softwares for Sales and Service). Further, as discussed, the accounting software is amended to include a field for the Sourcewell Member ID and Sourcewell Contract ID, both of which will be used for seamless reporting on a per-customer and per-contract basis for remittance of information and appropriate administrative fees. As per the contract template:</p> <ul style="list-style-type: none"> • Customer Name (e.g., City of Staples Highway Department) <ul style="list-style-type: none"> o This is a standard field in our accounting software. • Customer Physical Street Address <ul style="list-style-type: none"> o This is a standard field in our accounting software. • Customer City <ul style="list-style-type: none"> o This is a standard field in our accounting software. • Customer State <ul style="list-style-type: none"> o This is a standard field in our accounting software. • Customer Zip Code <ul style="list-style-type: none"> o This is a standard field in our accounting software. • Customer Contact Name <ul style="list-style-type: none"> o This is a standard field in our accounting software. • Customer Contact Email Address <ul style="list-style-type: none"> o This is a standard field in our accounting software. • Customer Contact Telephone Number <ul style="list-style-type: none"> o This is a standard field in our accounting software. • Sourcewell Assigned Entity/Member Number <ul style="list-style-type: none"> o This is added as a custom field in our accounting software. • Item Purchased Description <ul style="list-style-type: none"> o This is a standard field in our accounting software and is automatically preloaded from the SKU. • Item Purchased Price <ul style="list-style-type: none"> o This is a standard field in our accounting software and is automatically preloaded from the SKU. The Sourcewell discount will then be applied as a separate line item to show the Sourcewell Member how much they've saved from using the contract specifically. • Sourcewell Administrative Fee Applied <ul style="list-style-type: none"> o This is a field calculated after-the-fact in an excel sheet. We will export the full list of transactions (with amounts) on a quarterly basis, which is as simple as the click of a button with the addition of a contract ID field (searching the contract ID will ensure that all transactions are captured. Further, the contract ID field will have data

		<p>validation to ensure no misspellings or errors are made. The contract administrator will also manually double-check the report for any inconsistencies.) The Sourcewell Administrative fee is calculated as 2.00% * (Gross Receipts of Sales of Equipment) + 2.50%* (Gross Receipts from the Sourcewell Service Program).</p> <ul style="list-style-type: none"> • Date Purchase was invoiced/sale was recognized as revenue by Vendor <ul style="list-style-type: none"> o This is a standard field in our accounting field and automatically recorded/timestamped. <p>We arrange the Installer Network to perform the work, but no dealer or installer will process purchase orders or transactions made by Members of Sourcewell under this contract – we manage all aspects of procurement, from awareness of product to post-purchase and beyond.</p>
53	<p>Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?</p>	<p>LIFTNOW fully accepts the P-card procurement and payment process. There is no additional cost for Sourcewell Members to use this process.</p> <p>For P-cards and credit cards, we use a payment processor that provides a rate that is “interchange-plus”, which is tied to a daily rate. This is instead of the traditional flat rate fee structure charged by many payment processors. We will never raise our prices or place any limits or restrictions on Members for any Products or Services due to higher interchange rates at any time for the duration of this contract as set forth by Sourcewell. However, when the interchange rate becomes sufficiently high, we may provide an additional discount to Members not to use their P-cards to avoid this rate increase, communicating this in our sales process. This could result in an additional discount anywhere between 0.00%-1.50% of the purchase price. If a Member chooses to still use their P-Card after being extended such an offer, we will proceed with the purchase and payment processing as normal. Transactions will not be delayed due to this additional step in the payment process.</p>

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
54	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>Our pricing model is described as a per-brand discount. Each brand has a fundamentally different pricing structure and, as such, must have a different discount model. Some brands implement line-item discounts, while others implement "% off" discounts. The majority of our brands include freight, including all automotive lift brands and wheel service brands. However, we regret that some other brands in this RFP must charge shipping, because freight is more instrumental to total cost. This is outlined brand-by-brand both on the "Price Summary" tab of our excel sheet, as well as on each brand's tab.</p> <p>Finally, many of our brands qualify for additional quantity discounts, either based on the number of units ordered or the total dollar amount. Please see our Sourcewell Master Price Sheet for a SKU-by-SKU breakdown for tens of thousands of SKUs.</p> <p>The Sourcewell Service Program follows a different pricing model, and is largely expressed as flat rate pricing, although there are times where there are hourly prices, and % off List Prices. Please see the Excel Sheet entitled "Sourcewell Service Program" in the Pricing folder to learn more.</p>

55	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>Please see the following list, which is separated by brand:</p> <p>Air Cleaning Specialists (Includes a family of Brands for Exhaust Ventilation and Air Quality Improvement Solutions): Blue Ox Air Cleaners, CLARCOR, Clark Filter, Crushproof Hose, Dynamo Dust Collectors, Fume-A-Vent, FumeXtractors, Nederman Fume Removal Experts, Nordfab Ducting Systems, Purolator, ScandMist, Smokeeters) 10% OFF MSRP Aircom 5.1% OFF MSRP AMMCO Coats (Hennessy Industries) 35% OFF MSRP Autel 10.1% OFF MSRP AutoStacker 0% OFF MRP (No MSRPs) Bend Pak 17% OFF MSRP Bend Pak OE Parts 10% OFF MSRP Challenger Lifts 33.5% OFF MSRP Challenger Lifts OE Parts 26.0% OFF MSRP Chassisliner 5.10% OFF MAP Forward Lift 37.5% OFF MSRP Goliath Carts 13% OFF MSRP Lincoln Industrial/SKF Assorted OFF MSRP: 20-62.1% OFF MSRP Mahle 51.1% OFF MSRP Mattei Compressors 25% OFF MSRP Omer 10% OFF MSRP Quality Stainless Products Assorted % OFF MSRP (see Excel Sheet: Ranges from 4.55% to 36.36%) Ranger Wheel Service (from Bend Pak) 17% OFF MSRP Rotary Lift 38.025% OFF MSRP Rotary Lift OE Lift/Wheel Service Parts 26.0% OFF MSRP Rotary Lift Wheel Service 38.025% OFF MSRP Shure Manufacturing 6.5% OFF MSRP Stanwade 10% OFF MSRP Surewerx - American Forge & Foundry 45% OFF MSRP Surewerx - Sellstrom/Jackson Safety Products 13% OFF MSRP SVI (including Aftermarket, Custom, Discontinued and Defunct Parts) 10% OFF MSRP</p> <p>Sourcewell Service Program- All pricing for the Sourcewell Service Program is facilitated on flat-rate, line-item basis. Since most of these services are previously not offered by any sole source, MSRPs are not available. However, due to the individual basis of service (especially on brands that fall outside of this RFP), we can at times utilize a custom quoting process. Please read the Sourcewell Service Program document and Excel Sheet carefully and reach out with any questions.</p>
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<p>56</p>	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>We offer the following quantity/volume discounts:</p> <p>Air Cleaning Specialists (Includes a family of Brands for Exhaust Ventilation and Air Quality Improvement Solutions): Blue Ox Air Cleaners, CLARCOR, Clark Filter, Crushproof Hose, Dynamo Dust Collectors, Fume-A-Vent, FumeExtractors, Nederman Fume Removal Experts, Nordfab Ducting Systems, Purolator, ScandMist, Smoketeers): Additional 1.5% off orders \$10,000+</p> <p>AMMCO Coats (Hennessy Industries): Additional 1.0% off orders of 2+ "QTY" Pieces (starting at \$14,000+). See column "QTY?" for eligible SKUs.</p> <p>Autostacker: Quantity discounts starting at 5 units- additional quantity discounts up to 101+ Units. Additional discount ranges from 0.5% to 2.47512% See quantity breakdowns in the price sheet.</p> <p>Bend Pak- Quantity discounts starting at 3 units, depending on SKU (see qualifying quantity) - additional quantity discounts up to 101+ Units. Additional discounts range from 3.89-6.66% on certain SKUs. See quantity breakdowns in the price sheet.</p> <p>Challenger Lifts - Quantity Discounts starting at 6+ Units, additional 1% off Original Sourcewell Member Price. Quantity Discounts at 26+ Units, additional 1.495% off Original Sourcewell Member Price.</p> <p>Forward Lift - Additional 1.3% on orders of \$70,000 or greater</p> <p>Goliath Carts - Freight is prepaid on orders of \$10,000 or greater.</p> <p>Omer- 1.5% on orders of \$100,000 or greater.</p> <p>Ranger Wheel Service (from Bend Pak)- Quantity discounts starting at 3 units, depending on SKU (see qualifying quantity). Quantity discounts range from 1.66667% to 7.86774%</p> <p>Rotary Lift and Rotary Heavy Duty - 1.3% off Orders of \$70,000 or more, excluding mobile columns.</p> <p>Rotary Wheel Service - 1.3% off Orders of \$70,000 or more</p> <p>Stanwade - 1.5% off of orders \$10,000 or more.</p> <p>Surewerx - AFF/Jackson Safety/Sellstrom: Freight is prepaid on orders of \$1,000 or greater.</p> <p>SVI- 1.5% off of orders \$5,000 or more.</p> <p>Sourcewell Service Program- Quantity Discounts exist in Installation, Receiving, Removing, Transferring, Inspections, Design, Training, and Parts.</p>
<p>57</p>	<p>Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.</p>	<p>The process for sourcing open market or non-standard options would be the same as the process for products and services being offered under the contract. This is exemplified through our Sourcewell Service Program, which offers a variety of services previously unavailable on a predictable and stable price-basis. That being said, there are some aspects of this equipment (including concrete work and electrical work most notably) that must be ordered "open market". As a courtesy to the Members, we can arrange these services at cost-plus pricing. It is our intention with the continued success of this program to augment our Sourcewell Service Program to include these more complex services in the future to continue developing the most turnkey solutions for Sourcewell Members.</p> <p>Since there are many categories and subcategories that fall under the scope of this contract (and more still unforeseen), we can specially procure any items that fall in the scope of this contract, but brands or categories that we did not bid on. These products will be quoted separately for each request, and will be subject to a \$500 minimum order for specially procured items.</p>

58	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.	Sales of equipment, unless otherwise stated in this RFP by brand, does NOT include any ancillary services such as installation, training, removal, receiving, maintenance, inspection, unloading, liftgate/forklift service, storage and redelivery. The Sourcewell Service Program outlines many services that can be added to sales, or rendered for equipment not previously purchased through this contract. All services in the Sourcewell Service Program are, therefore, not included in the initial sale of equipment.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>Freight, delivery and shipping are offered prepaid for the majority of our brands. However, as explained in the previous questions, some of our brands must charge a higher shipping cost due to the nature of their products. The list of brands for which we must charge additional freight are included in the Price Summary Section of the Sourcewell Master Price List, along with a message on each brand's specific page stating that freight is an additional charge. Listed above, some of these brands qualify for free freight with a certain dollar amount purchased.</p> <p>The freight, shipping and delivery program for those brands where it is not already included will consist of "freight prepay-and-add" terms on an invoice to the Member. This means that the initial itemized order will be invoiced, and then when we receive the actual freight bill from our vendor, the Member must pay this actual freight cost to us.</p> <p>We will furnish all actual vendor freight bills for Members and for Sourcewell (if so requested) to ensure that Members are paying actual cost of freight.</p>	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There are no requirements or restrictions that would apply to our Members in Hawaii, Alaska and the US Territories. We ship to all members located off shores. The only difference is our shipping program for the continental United States is with freight being part of the cost of the product. When shipping to Hawaii, Alaska or other offshore locations, we will use the freight program for the continental US where available to the port of exit, and then the actual cost of delivery from the port of exit. Freight will then be charged from port of exit to final destination on a cost-basis using the terms and conditions stated in question 59, above.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>This program maintains many unique distribution and delivery methods. Firstly, our brands have warehouses and shipping points all over the United States, and can serve the members of Sourcewell most expediently after we receive a commitment to buy, sometimes within a couple of days.</p> <p>Additionally, all services through the Sourcewell Service Program assist a Member. For example, if installation is purchased by a Member on a new piece of equipment, we schedule the installation to take place as close as possible in time to when the lift is delivered.</p> <p>The Sourcewell Service Program also leverages the existing parts inventory of our Service Network. All members of our Service Network are encouraged and at times required to have a parts inventory of the most commonly-requested parts. We incentivize these installers to use their existing parts inventory whenever possible, paying them an additional percentage over their cost for access to this inventory. This helps compress lead times on commonly requested parts for Members, and leads to a more seamless delivery of any service related to those parts. Otherwise, these parts can take between 24 hours to a few weeks to ship (for custom-built parts).</p> <p>By using data analysis of service network inventories, equipment inventory of Sourcewell Members, and most commonly requested parts, we intend to develop a predictive/preventative maintenance recommendation mechanism, which will help Members to stave off problems before they occur.</p> <p>Finally, for many of our smaller products, overnight shipping can be available for an additional cost where offered by the manufacturer.</p>	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>The self-audit process will largely be the responsibility of the Contract Administrator that we will hire for Sourcewell. This self-audit process will consist of constant verification of pricing, sale reports and ensuring quarterly remittance of the appropriate administrative fee to Sourcewell.</p> <p>Constant verification of pricing will be done through a spreadsheet for each manufacturer, which are then uploaded as products to the members only GovGarage Website. Since only Sourcewell Members are able to purchase through the secure and password-protected GovGarage website (where the registration process will require their Sourcewell Member ID), we can be sure that Sourcewell Members using the GovGarage website will always receive the correct prices. Additionally, via our Liftnow Website or 800 number, our sales team will be trained to ask for the Sourcewell Member Number and verification based on the bill-to/ship-to address of the Member. Finally, all requests that come directly to the Sourcewell-dedicated email address (Sourcewell@liftnow.com) will allow us to segment customer requests properly and provide Sourcewell pricing.</p> <p>Sale reports are always kept in Excel currently. We also implement a CRM (Customer Relationship Management software) to keep track of customer requests. Customer requests that come through our website are automatically recorded in our CRM. Finally, we already maintain customer accounts in our accounting software, which shows all Invoices (Open and Closed), Purchase Orders, and Estimates made to each Member. Upon execution of the contract, we will add a custom field into our software for a member ID so that we can further cross-reference a Member's transactions. Worth noting is that we maintain separate accounting software and customer accounts for the Equipment Program and Service Program, as outlined in the RFP.</p> <p>Reports can further be generated with the click of a button based on any criteria, and can display all of the information requested by Sourcewell. For prompt remittance, we simply calculate the administrative fee on each of the transactions for the quarter, and then we can either write a check to Sourcewell or set up direct deposit/ACH Transfers.</p>
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>The proposed administrative fee that we will pay to Sourcewell in the event that we are awarded will be:</p> <p>2.00% for Equipment Revenue; 2.50% for Sourcewell Service Program Revenue</p> <p>Administrative fee remittance will be done according to Sourcewell's Contract terms.</p>

Table 14: Industry Specific Questions

Line Item	Question	Response *
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<p>65</p>	<p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p>	<p>If awarded the contract, there are many ways to gauge success. Firstly, we develop and define KPIs (Key Performance Indicators), which serve as categories to measure. Then, throughout different points in time, we evaluate the KPIs and tweak as necessary. Some important KPIs for this Program include:</p> <ul style="list-style-type: none"> • Total Sales <ul style="list-style-type: none"> o What are the total sales? o Are they increasing over the length of the contract? • Category Sales <ul style="list-style-type: none"> o What are the sales in each category? <p>Attachment Rates</p> <ul style="list-style-type: none"> • What % of service customers are converting into customers of new equipment? • What % of sales customers are fully utilizing the Service Program? • Can these %'s increase over time? (Further cross-category usage and adoption) <ul style="list-style-type: none"> o What are the sales of each brand? <ul style="list-style-type: none"> o If a brand we bid has either directly or indirectly replaced an incumbent contract awardee, are the sales greater than that of the previous contract? (Adjusting for seasonality, total Membership, etc.) <ul style="list-style-type: none"> • Is this number greater than the previous contract? <ul style="list-style-type: none"> o Overall Revenue of Sourcewell Service Program <ul style="list-style-type: none"> o Since this program is an industry-first, the success of the program will ultimately rest in its overall adoption rate (as a % of total available members with equipment), as well as total sales. Tracking the change in sales over the length of the contract will also be instrumental in gauging its success. <ul style="list-style-type: none"> • Response Times <ul style="list-style-type: none"> o What is the average amount of time from inquiry to: <ul style="list-style-type: none"> o First point of contact to LIFTNOW? o Next step with LIFTNOW? (Dispatching a service representative, connecting with the manufacturer to answer an especially difficult product question or specification question, etc.) <p>Project Completion</p> <ul style="list-style-type: none"> o Can this amount of time decrease over time? <ul style="list-style-type: none"> • GovGarage Analytics <ul style="list-style-type: none"> o Since we want primary correspondence and interaction through the GovGarage website, these analytics are important: <ul style="list-style-type: none"> • Total Number of New Registrations • Running Total, Moving Average, and Velocity surrounding Marketing Campaigns.
<p>66</p>	<p>Identify any certification(s) that your business or the products included in your proposal have attained or received.</p>	<p>Many of our manufacturers have received awards across products, categories and geographies on a nearly continuous basis. Many of them have also received ISO 9001 certifications, ALI/ETL certifications, and more product quality certifications.</p> <p>We periodically review our portfolio of brands to ensure that they are continuously committed to improvement through product innovation and user experience. Please see the attached Sourcewell Brand Matrix to learn more about the certifications and statements from each company regarding their certifications. We can furnish any additional certifications for any brand upon further request.</p>

<p>67</p>	<p>Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology.</p>	<p>As we mentioned before, we are a hybrid between a distributor and service provider. We have years of experience differentiating ourselves from those who don't offer this complete solution to our customers. Additionally, we have been successful in the face of selling products that are viewed by many, including the manufacturers, as commodities.</p> <p>We have been successful through a constant commitment to our business processes which have translated into an improved customer experience. For example, we develop custom integrations between many of our business software applications. If you fill out a contact form on our website, it will automatically populate into our Customer Relationship Management System. Further, it will send an email to the user confirming their inquiry, and an email to the salesperson, reminding them to reach out. These small improvements have allowed us to increase the depth of customer engagement.</p> <p>As a distributor and service provider, we don't retain significant input over the product development and design process of our over 20 brand partners. Over time, brands improve and change. As such, we will modify our portfolio to reflect those changes, allocating increased resources to those brands that exhibit a dedication to technological advances, while pressuring underperforming brands to develop solutions for the upcoming decade. Simultaneously, we are always searching for new and innovative technological partners.</p> <p>The need for technological advancement cannot be overstated, especially in service and inspection. There is still no centralized approach because of the simple fact that each of our manufacturers only service what they sell, employing distributors and installers to do so. If a shop has 5 different lift brands and needs service, he must call 5 different Manufacturers—only to find out that 2 are out of business. The remaining 3 manufacturers then deploy their installer network (if they have one), each of whom charges different rates based on a variety of factors. If the Manufacturer has pre-negotiated a price for your service, then it's clearer. But if he hasn't (usually a Purchase Order for Service is made to the Installer), negotiating up to 5 requests takes up too much time and energy. Finally, there's no place to keep track of the 5 lifts – service history, payment history, and storing documents and records. GovGarage, our newest product specifically for the Sourcewell Service Program for Sourcewell Members, aims to solve these issues in a variety of ways with a higher-tech solution.</p> <p>Over time, with success of the program, we will continue building industry-first features and content that Sourcewell Members will uniquely receive, all at no cost.</p>
<p>68</p>	<p>For installation, repair, maintenance or warranty services included in your proposal, describe the training and/or certifications held or received by your service force.</p>	<p>Our Sourcewell Service Program utilizes and combines already-existing networks of experts, including Rotary Authorized Installers (400+ participating companies), Bend Pak Authorized Installers (550+ participating companies), and ALI-Certified Lift Inspectors (300+ participating companies), all of whom have passed rigorous testing or met standards to earn their designation as "Factory-Certified" or "ALI-Certified".</p> <p>Please see attached flowchart of the ALI Certification process, demonstrating the seriousness and rigor of such certifications.</p>

69	Describe your capabilities as it relates to the serviceability of the products included in your proposal (parts availability, response times, technical support, etc.).	<p>Our capabilities as they relate to the serviceability of the products included are strong. While we leverage each manufacturer’s service networks and processes, we create a sole-source solution that is favorable when compared to the common scenario we described in question 67. As also discussed, we will continuously track both our in-office response times and rates (which are minimized using multi-channel communication, e.g. Web Portal, Live Chat, Email, Phone), as well as the response times by our service network as it relates specifically to the Sourcewell Service Program. While we institute a “Rush Fee” that is available for members in urgent situations which need a 24-to-48-hour turnaround, all service is completed in a timely and orderly fashion.</p> <p>We follow up with all Sourcewell Members to describe their experience, as well as rate their installer in a Customer Satisfaction Survey, which then affects the Customer Satisfaction Index of each installer. We do not tolerate less-than-stellar reviews—much like our portfolio of brands, we frequently examine our service network (as they are one of the inputs in our Product Offerings, the Sourcewell Service Program) for underperformers, and act accordingly.</p> <p>Of course, the speed and satisfaction of our products is also limited by parts availability. While these lead times are largely determined by our manufacturers, from 24 hours for many common parts, to weeks for custom parts (one of our brands, Rotary, uses a “parts class” system, shown as an example below):</p> <p>A-Class: Ships within 24 hours B-Class: Five Day Lead Time C-Class: Ten Day Lead Time D-Class: Fifteen Day Lead Time E-Class: Call for Lead Time</p> <p>We further mitigate the risk of parts availability by incentivizing existing inventory deployment by our service networks (outlined in question 61) to ensure the quickest possible turnaround for Sourcewell Members.</p> <p>Finally, technical support can be found on any of our manufacturers’ websites, which oftentimes include interactive videos. Some of our manufacturers, such as Autel and Mahle (which have onboard computers) allow the manufacturer to directly “patch in” to the machine, and fix onboard problems over the Internet instantaneously.</p>
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Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 70. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer’s exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

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

- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Wednesday January 29, 2020 16:27:55
- [Marketing Plan/Samples](#) - Marketing Plan and Samples.zip - Wednesday January 29, 2020 18:01:31
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Information.zip - Wednesday January 29, 2020 16:29:16
- [Pricing](#) - Pricing.zip - Wednesday January 29, 2020 17:33:59
- [Additional Document](#) - Additional Information.zip - Wednesday January 29, 2020 16:40:51

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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. - PAUL STERN, OWNER, LIFTNOW Automotive Equipment Corp.

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

Yes No

**AMENDMENT #1
TO
CONTRACT #013020-LFT**

THIS AMENDMENT is by and between **Sourcewell** and **LIFTNOW Automotive Equipment Corp.** (Vendor).

Vendor has a Sourcewell Contract for Vehicle Lifts, with Garage and Fleet Maintenance Equipment relating to the provision of services by Vendor and to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. The parties agree to remove in its entirety the following requirements for insurance coverage in Article 20. Insurance, A. Requirements:
 - a. Subsection 5. Professional/Technical, Errors and Omissions, and Miscellaneous Professional Liability; and
 - b. Subsection 6. Network Security and Privacy Liability Insurance.

Remainder of this page intentionally left blank.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: Jeremy Schwartz
Authorized Signature DocuSigned by: C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 1/25/2021 | 2:43 PM CST

LIFTNOW Automotive Equipment Corp.

By: Paul Stern
Authorized Signature DocuSigned by: 795A97EBD40E42D...

Paul Stern
Name – Printed

Title: owner

Date: 1/25/2021 | 1:14 PM CST

Sourcewell-APPROVED:

By: Chad Coauette
Authorized Signature DocuSigned by: 7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 1/25/2021 | 2:51 PM CST