

**Solicitation Number: RFP #122220****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cruise Car, Inc., 1227 Hardin Avenue, Sarasota, FL 34243 (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 government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 29, 2025, unless it is cancelled sooner pursuant to Article 22. 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 14 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 Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **WARRANTY.** 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 Participating Entity 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 Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers 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.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. 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 Participating Entities. Participating Entities 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 Participating Entity 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 Participating Entity.

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

C. HOT LIST PRICING. At any time during this Contract, 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 Participating Entities.

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); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. 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 Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity 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 Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, 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 Participating Entities, 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/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by 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 Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment 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 Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell 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 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell'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 Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither 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.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

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. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, 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. 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.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. 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.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found 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.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the 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 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 Participating Entities 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 Participating Entity order under this Contract, in default:

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

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.

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-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), or equivalent.

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. *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.

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 list Sourcewell and its Participating Entities, 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/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. 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 Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell 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 the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may 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 Participating Entity 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 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.

22. CANCELLATION

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

Sourcewell

Cruise Car, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 1/25/2021 | 11:47 AM CST

DocuSigned by:
Nathan Kalin
By: 7D07DE6F3DDB4B2...
Nathan Kalin
Title: President
Date: 1/25/2021 | 11:20 AM CST

Approved:
DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 1/25/2021 | 11:48 AM CST

RFP 122220 - Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services

Vendor Details

Company Name: Cruise Car, Inc.
Does your company conduct business under any other name? If yes, please state: FL
Address: 1227 Hardin Ave
Sarasota, Florida 34243
Contact: Nathan Kalin
Email: nathan@cruisecarinc.com
Phone: 941-929-1630
Fax: 941-355-6470
HST#: 201995065

Submission Details

Created On: Wednesday December 09, 2020 09:54:37
Submitted On: Tuesday December 22, 2020 11:17:43
Submitted By: Nathan Kalin
Email: nathan@cruisecarinc.com
Transaction #: 6130d678-ec57-44d2-ba9a-16255ddadd64
Submitter's IP Address: 35.143.119.25

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):	Cruise Car, Inc.
2	Proposer Address:	1227 Hardin Avenue Sarasota, FL 34243
3	Proposer website address:	www.cruiseocarinc.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):	Nathan Kalin: President: nathan@cruiseocarinc.com: 941-929-1630 1227 Hardin Avenue Sarasota, FL 34243
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nathan Kalin: President: nathan@cruiseocarinc.com: 941-929-1630 1227 Hardin Avenue Sarasota, FL 34243
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Adam Sulimirski: CEO: adam@cruiseocarinc.com: 941-929-1630 1227 Hardin Avenue Sarasota, FL 34243

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>Cruise Car began in December 2004, with the concept of equipping golf carts with solar panels. In over 15+ years of business, Cruise Car has become the premier American provider of Need-Specific, Street-Legal, Low-Speed-Vehicles that can be fully customized to meet the needs of the individual buyer. Cruise Car offers 50+ vehicle models, all of which can be equipped for Street Legal Applications and can be fitted with gas, electric or solar electric power drive options. Cruise Car outcompetes other players in the market by providing its customers with the exact vehicle they require. If the vehicle they need isn't in our standard offering, we design it (with the customer's help) and build it. Our customers never need to upfit or re-rig their vehicle upon delivery.</p> <p>Cruise Car's Core Purpose is – To Build a Quality Company with Quality People Our Niche: Providing Transportation Solutions with Need-Specific-Vehicles</p> <p>Cruise Car Core Values: Respect Accountability Teamwork Mastery of Personal Skills Solution-Oriented Values Reputation</p>
8	What are your company's expectations in the event of an award?	As a legacy contract holder of this award, Cruise Car is familiar with the needs and wants of many of the Sourcewell Team and Sourcewell Participating Members. We stand poised to continue providing our products and services across the wide-ranging demographics of Sourcewell Members. We expect to grow our current customer base, continue contributing to Sourcewell Newsletters, and to continue receiving first-class support from Sourcewell Account Management.

9	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.	Cruise Car has succeeded in growing the size and strength of the company without the use of Lines of Credit or outside investment. We look forward to many more years of sustained and controlled growth, allowing us to maintain our business without outside influence.	*
10	What is your US market share for the solutions that you are proposing?	<p>Cruise Car is a unique player in a multi-billion-dollar marketplace that divides into several distinct segments. These segments include - Commodity Golf Carts, Off-Road Vehicles, and Street Legal Low-Speed Vehicles.</p> <ul style="list-style-type: none"> o The Commodity Golf Cart industry furnishes and supplies golf courses with vehicles and also includes the rebuilding and refurbishing of used golf carts. This is a high volume, low dollar market, which Cruise Car does not participate in, as it typically results in a race to the bottom for vehicles with limited functionality and durability. o The Off-Road Market comprises the majority of this market and is the largest of the three markets detailed herein. These vehicles are high horsepower, high-speed vehicles. Cruise Car has a minimal presence in this market as a UTV customizer, offering unique vehicle options and configurations, but does not engage this market actively. o Cruise Car primarily serves a niche sector of the Street Legal Low-Speed Vehicle market, by providing a product line that is fully customizable in dimensions, configuration, and functionality. This flexibility in vehicle design allows the customer to build vehicles to their exact needs, instead of needing to retrofit or upfit a standard vehicle to serve a unique purpose. Cruise Car dominates this specialty market, though it comprises a small percentage of the total overarching markets. 	*
11	What is your Canadian market share for the solutions that you are proposing?	Cruise Car primarily serves the United States Market and thereby has a negligible market share of our product-type in the Canadian market.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Cruise Car has NEVER petitioned for bankruptcy protection.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>B – Cruise Car is best described as a Manufacturer.</p> <p>Cruise Car operates both an in-house sales team and is developing a network of dealers nationwide, to provide “boots-on-the-ground” sales support. The latter are classified as outside-sales teams as employees of a third party.</p> <ul style="list-style-type: none"> o As of the third Quarter of 2020, Cruise Car believed the “Tesla” manufacturing business model, was the best model for us – build one extremely efficient production and sales location and provide our vehicles directly to the customers. Then we had our year-end analysis with our Sourcwell Account Manager, and we were abruptly confronted with the marginal share of the contract sales we executed compared to Polaris. We, immediately, researched, planned, and began promoting a dealer network initiative. To date, we have signed 27 dealers and will begin the onboarding process to help them take advantage of our Sourcwell Contract in Q1 of 2021 – assuming we receive the contract award. <p>Similarly, we operate both an in-house service team and a robust network of nationwide service providers. In all, we have over 3,000 service shops & certified technicians in our network. Our internal service department fields the in-bound service requests from our customers and coordinates the needed service, maintenance, or warranty work with our local partner. Most of our new dealers also have service capabilities and we will leverage those resources to support their local customer base.</p>	*

<p>14</p>	<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 several licenses and certifications that enable manufacturers like Cruise Car to thrive in this marketplace and provide a seamless one-stop-shop for our customers across the nation.</p> <p>Low-Speed-Vehicle Manufacturing License: This license, which is validated by the DMV and NHTSA warrants that a vehicle manufacturer has the proper paperwork, insurance, and ability to provide a safe vehicle that complies with the Low-Speed-Vehicle requirements. This License is what allows manufacturers like Cruise Car the ability to assign and print 17-Digit VIN codes which are required for vehicles to be registered and plated. Cruise Car holds this license.</p> <p>NHTSA Safety Certification: NHTSA routinely audits vehicle manufacturers and requires these manufacturers to provide test vehicles to ascertain the safety of the product. Cruise Car most recently completed & passed this test in Q3 of 2020.</p> <p>DMV Approved Dealerships: All dealerships must be authorized by the local DMV before they can sell vehicles on behalf of a manufacturer. This authorization ensures that there is not a territorial conflict between two neighboring dealerships and that the dealer has the proper credentials and certificates required to sell road-worthy vehicles. Each Cruise Car dealer has been vetted and approved by the local DMV.</p> <p>CARB Certification: The California Air Resources Board (CARB) Certification is an essential license to hold in order to sell vehicles in the state of California. California requires that vehicles be sent to their corresponding laboratories for air pollution testing before they will designate vehicle manufacturers as CARB Certified. It is extremely difficult to sell vehicles to commercial organizations like Schools & Universities or Local and Municipal Government entities without this certification. Cruise Car is CARB certified.</p> <p>DOT / CDL Licenses: The Department of Transportation and Commerical Driver's License are essential certifications to operate an in-house shipping solution. All of our mechanics & drivers hold their CDL license and our trucks and trailers are all DOT approved commercial transports. These designations allow us the flexibility to operate a full shipping department and provide our customers with door-to-door delivery solutions.</p>
<p>15</p>	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not Applicable. Neither process or action has been applied to Cruise Car.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> • 2017 – Cruise Car wins the Economic Development Council (EDC) Award for Most Creative Business Design. • 2018 – Cruise Car awarded with GrowFL recognition as a Top Company to Watch in Florida. • 2019 – Finalist for the Sterling Manufacturer Business Excellence Award • 2019 – Awarded among the Top 500 Gulf Coast Companies Designated as the fastest-growing company on the Gulf Coast of Florida
17	What percentage of your sales are to the governmental sector in the past three years	<ul style="list-style-type: none"> • 25% in 2018 • 36% in 2019 • 49% in 2020
18	What percentage of your sales are to the education sector in the past three years	<ul style="list-style-type: none"> • 2018: 21% • 2019: 23% • 2020: 16%
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Sourcewell:</p> <ul style="list-style-type: none"> o 2018: \$554,842.06 o 2019: \$402,848.80 o 2020: \$434,897.31 <p>BuyBoard:</p> <ul style="list-style-type: none"> o 2018: \$0 o 2019: \$523,045.52 o 2020: \$223,213.00 <p>FL State Contract:</p> <ul style="list-style-type: none"> o 2018: \$84,582.10 o 2019: \$134,978.46 o 2020: \$112,698.32
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Schedule 23: GS-30F-0037V</p> <ul style="list-style-type: none"> o 2018: \$1.2m o 2019: \$2.2m o 2020: \$2m <p>Schedule 78: GS-03F-0109V</p> <ul style="list-style-type: none"> o 2018: \$1.7m o 2019: \$3m o 2020: \$3.1m

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Aviate Enterprises	Aaron Sampat	(916) 993-4011
Bravo, Inc.	Stephen Berge	239.471.8127
Soka Gakkai International	Bernard Kuehu	954.349.5000

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *
UTRGV	Education	Texas - TX	in 2019 Cruise Car designed and built a custom fleet of 8-passenger Electric LSVs for their Edinburgh and Brownsville Campuses. These vehicles were specially designed to have all passengers facing the same direction. In 2020 we've been contracted to build fleets of utility vehicles for their maintenance staff.	23 - Custom 8-Passenger LSVs 11 - Utility LSV Carts	\$650,000.00
UT: Austin	Education	Texas - TX	First transaction with UT Austin in 2020. Cruise Car was contracted to build a fleet of Custom Utility Vehicles complete with Enclosed Van Boxes and Hydraulic Dump Beds.	6 - Custom Utility LSVs	\$125,000.00
City of Orlando	Government	Florida - FL	Ongoing relationship providing Utility Carts, Passenger Shuttles and Task Specific LSVs to City of Orlando. Most carts have been requested as Street Legal LSVs.	Dozens of Utility and Passenger LSVs.	\$300,000.00
Antelope Valley School District	Education	California - CA	Cruise Car was contracted to build and delivery Gas-Powered LSVs for their maintenance fleet.	10 Gas Powered Utility LSVs	\$150,000.00
Livingston School District	Education	New Jersey - NJ	Cruise Car was contracted to build and deliver fleets of 4WD UTV Side-by-Sides. These UTVs were equipped with Snow Plows to aid the school in clearing the roads for their vehicles & thru traffic.	10 Side-by-Side UTVs	\$150,000.00

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	<p>Cruise Car's in-house sales team has historically driven all company sales. Our sales team works from our headquarters in Sarasota, FL. At present, our internal sales team of (5) individuals generate leads and capture sales in excess of \$5m, annually. These individuals are all full-time employees. While this output has been steadily increasing annually, we're aware that in order to capture a larger slice of our market, we need local sales-people that represent our company & products in strategic locations throughout the country. More on our dealership planning & the associated sales increase we expect from it in the next answer (24).</p> <p>Our Sales Team utilizes advanced tools like the Salesforce CRM & Marketing Cloud combined with Purchasing and Buying analyses tools like GovSpend & Contact Data from ZoomInfo to ensure we are reaching the right people at the right organizations who are either Sourcwell Members or who would benefit from a Sourcwell Membership.</p>

24	Dealer network or other distribution methods.	<p>Historically, Cruise Car has been supplying and supporting our customers within the Factory-Direct Business Model. This model has allowed us to have extreme oversight in the vehicle production, customer sales experience and after-sale customer service, which has allowed us – a small company – to thrive in a market that is filled with multi-billion-dollar corporations. We were - and still are - capable of fully supplying and supporting customers in any State, County, City or Town in the United States.</p> <p>Until the 3rd Quarter of 2020, Cruise Car modeled our business structure after the “Tesla” formula: have one extremely efficient location to supply customers nationwide. We then had our year-end analysis with our Sourcewell Account Manager and were abruptly confronted with the marginal share of the Sourcewell contract sales we executed compared to Polaris. We, immediately, researched, planned, and began promoting a dealer network initiative. To date, we have signed on 27 dealers and will begin the onboarding process to help them leverage our Sourcewell Contract in Q1 of 2021 – assuming we receive the contract award.</p> <p>These dealerships are located in Arizona, California, Florida, Illinois, Massachusetts, Maine, Michigan, North Carolina, New Jersey, New York, Ohio, South Carolina, Texas, Virginia, and Wisconsin.</p> <p>Each of these Dealerships has onsite sales representatives with experience and relationships in our market. As effective & efficient as our in-house sales team is, we now recognize we cannot duplicate the in-person relationships of these salesmen on a purely remote basis.</p> <p>These sales representatives are the employees of the individual Dealer, however, we are able to work with the Dealership to determine the incentive programs they offer to their sales reps, to ensure they are motivated to promote our product line.</p> <p>Cruise Car is moving quickly to accelerate the expansion of our dealer network throughout the United States. In Q2 of 2021, we are making a strategic hire of an individual who opened over 500 dealerships for one of our marketplace competitors to spearhead our dealer program. Having a robust dealer network is central to our vision of capturing more market-share and helping our dealers leverage the Sourcewell Contract is our primary strategy in accelerating the success of our dealers.</p>	*
25	Service force.	<p>Cruise Car operates both an in-house service team and a robust network of nationwide service providers. In all, we have over 3,000 service shops & certified technicians in our network. Our internal service department fields the in-bound service requests from our customers and coordinates the needed service, maintenance, or warranty work with our local partner. Most of our new dealers also have service capabilities and we will leverage those resources to support their local customer base.</p>	*
26	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>Cruise Car’s Customer Service Process is a three-tiered progressive system depending on the nature of the problem.</p> <p>Level 1: Cruise Car’s service team helps to troubleshoot the perceived vehicle issue with the customer via email and phone. Most issues are as simple as the vehicle needing to be charged overnight. This immediate access to service solutions is one of the reasons our service team is the most popular department among our customers.</p> <p>Level 2: If troubleshooting does not remedy the vehicle issue, Cruise Car will contact our local service provider from amongst our service network and coordinate the service provider to make an onsite inspection and repair (if possible) to the vehicle in question. We’ve made the onsite inspection a standard process because it dramatically reduces the “downtime” of the vehicle if it can be inspected and repaired at the operator’s facility. Once the repairs are finished, the vehicle can immediately go back into operation. If – and only if – the vehicle cannot be repaired onsite, our local service provider will transport the vehicle to their shop to make the repairs and deliver the unit back to the customer, once it is operational.</p> <p>Level 3: On the extremely rare occasion that our local service provider cannot – for any reason – make the necessary repair to the vehicle, Cruise Car will send a master technician from our facility to the customer to repair the vehicle. Keeping our customers happy and our vehicles operating is a primary focus for our company. We care about our customers and will never leave a customer without a remedy – even at great financial cost to us.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Cruise Car is fully willing and able to continue providing our products to all Sourcewell Participating entities in the United States. We currently provide our products & services to Sourcewell Members across the nation, and our ability to efficiently and effectively provide products and services will only continue to increase in the coming years as we develop and deepen our dealer network.</p>	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Cruise Car currently has limited market share in Canada. While we do intend to expand our dealer network throughout the United States, we will likely not breach the Canadian market in a meaningful way for several years.</p>	*

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas in the United States that will not be fully covered or supported by Cruise Car. Cruise Car does not plan to engage the Canadian market for the foreseeable future.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Cruise Car has no restrictions or limitations on their ability to sell to the full membership and participating entities of Sourcewell within the United States or its territories.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only additional requirements that would be necessary to support sales and service to Alaska, Hawaii or US Territories would be the additional shipping charges to get the product to their facilities. Cruise Car has local service assets in both Hawaii and Alaska to support our vehicle sales and Sourcewell Members.	*

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>Cruise Car has a multi-faceted digital marketing approach to engage as many Sourcewell Customers as possible and alert them to the fact that we are an approved vendor that can support their needs.</p> <ul style="list-style-type: none"> Our broadest marketing strategy is to promote the Sourcewell contract to all of our existing customers and contacts in our database that overlaps with the Sourcewell Membership categories as a method to facilitate orders and sales in the future. We alert them to the "Win-Win" opportunity Sourcewell provides (i.e. easier purchasing and better pricing). We lean on our digital marketing efforts to supply the behavior analytics of those members who engage with our messaging. Once we know a customer has engaged with our digital messaging, we pass them to our sales team for follow up phone calls and relationship-building efforts. A more specific and surgical marketing strategy we utilize is to contact new Sourcewell Members. We receive regular updates from Sourcewell on new members who have signed up over the previous weeks. We use our contact database to locate the people within the organizations who have signed up. We welcome them to Sourcewell and introduce ourselves as a supplier. We attempt to make this introduction immediately (within a week of their membership). Again, once we see who has interacted with our content, they are directed to our Sales Team as a "Lead" for follow-up and relationship building. Cruise Car also utilizes the full list of Sourcewell Members (located on the Sourcewell Website) and cross-reference the organizations with our contact database to make new introductions. We have written and submitted articles for inclusion into the Quarterly Sourcewell Newsletter. Since a major contingent of our customers is in the Education Market Sector, we tend to write our articles with the Education Newsletter in mind. We broadcast our affiliation with Sourcewell on our website, on all of our marketing material brochures, on our signs at tradeshow (in addition to flying the Sourcewell flag at our booth). We want current and prospective members of Sourcewell to know there is a powerful option available to facilitate business between our respective companies. 	*

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Cruise Car operates several digital services to locate and connect with potential customers. We operate Salesforce CRM and Marketing Cloud to ensure we keep a robust contact database and never let an opportunity fall through the cracks or let a relationship go unnurtured.</p> <ul style="list-style-type: none"> • Our recent purchase of Marketing Cloud allows our CRM to communicate directly with our Marketing arm, facilitating the transfer of data from our marketing campaigns directly into Action Items for our Sales Team. • Cruise Car utilizes an additional digital marketing tool called AutoKlose, which acts as a consistent email messaging system, sending out warm introductory emails to potential leads within our target markets. This operates in the background for each of our salespeople. We use this for more targeted leads and prospects instead of our comprehensive emails sent via Marketing Cloud. • Cruise Car utilizes a tool that tracks all government and educational spending behavior called GovSpend. This tool, records and categorizes all government purchases, all open RFPs, RFQs, Bids, and allows this information to be easily sortable. This tool allows us to see who has bought in the past, who is looking to buy now, and how to get in contact with them. We leverage this tool to help us connect with individuals we know are in our target market and present them with a buying option through Sourcwell that will help facilitate a transaction and ongoing relationship. • Cruise Car also incorporates a contact database tool called ZoomInfo. This service allows us to search for possible prospects by industry, specific organization, department within that organization, and role within that department. This service provides high-quality contact information which allows us to connect with individuals we would not have known how to reach otherwise. • Cruise Car has run several analyses of using social media as a lead generator and found that our customers are not easily profiled or marketed through social media. Social media targeting is best for retail or B-to-C transactions. Since Cruise Car is a B-to-B business, our efforts and resources are better spent attempting to reach our customers directly. We know the industries of our target market and the key role players within those industries (e.g. Education Industry: Directors/Managers in Purchasing, Facilities, Operations, Transportation, Sustainability). This tool allows us to meet more of these key role players, introduce ourselves to them, and suggest Sourcwell as an acquisition tool if they are not already a member – most are.
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>Sourcwell has – in the time we have held this contract – done a great job of forwarding leads and opportunities to our team which they believed were a good fit. We would like to see some proactive messaging undertaken by Sourcwell to alert their members of this contract renewal and who the awardees are – along with contact information.</p> <p>We would like to continue writing newsletter articles demonstrating our value to Sourcwell Members.</p>
35	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.	<ul style="list-style-type: none"> • Our parts and accessories are available through an e-commerce store on our website, however, our primary products (vehicles) are not available through this portal. Our full product offering is too comprehensive to fit into a standard e-commerce store because our vehicles are designed to be modular and provide maximum flexibility and customization to our customers. Furthermore, we have distinct pricing tiers depending on the type of customer (e.g. Retail, Contract, Dealer). Our e-commerce store cannot distinguish between these types of customers and can only provide the top tier (MSRP) pricing option. We encourage our Sourcwell customers to contact our team directly in order to receive the maximum discount possible on our products.

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 participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Our product line of low-speed vehicles requires little training to operate. In fact, that is one of its best-selling points. We do offer several service and maintenance guides and online programs to help inform customers on how to get the best performance and shelf life out of their vehicles. We offer all of these services and training videos for free. They are available to any customers who desire them. We believe that an informed customer is a happy customer, and a happy customer is one who will work with us again and again.</p> <p>Should a customer desire an onsite training experience from our staff, which happens occasionally - especially when they've purchased a large fleet of vehicles - we are always able to accommodate. In this case, one of our top technicians will drive or fly to their location and provide a series of training sessions over 1-3 days. We typically negotiate a flat rate for this experience which includes, travel, lodging, and incidentals for our staff members, though this is not a profit-making service for us. The cost for this service is variable and depends largely on the location of the customer and the depth of instruction (number of days) required. Training sessions can range from \$500 - \$2,500 depending on the above factors.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>Cruise Car offers a GPS tracking system that can be optimized by Fleet Buyers to track the operating metrics of their vehicles including distance traveled, time-driven, and a general route they drove. This system is not a standard feature (as many customers do not require such detailed metrics), however, it is available upon request.</p> <p>Cruise Car utilizes a Dual Pro Smart Charger on all its electric vehicles. This charger comes with a back-end analytics dashboard and a phone app the customer can use. Each time the vehicle is charged, the charger analyzes each battery and provides detailed analytics to help the customer measure and understand the health of each battery. The system also tracks and time-stamps important events like, Last Day/Time Charged which can help inform the customer of whether their maintenance schedule is appropriate for the drive time they perform. This entire system gives each customer the tools to maintain the health of the electrical system in their vehicle. It saves countless hours of maintenance, troubleshooting, and voltage-testing each battery if there is a problem. This technology allows Cruise Car to provide specific service advice and counsel to the customer to enhance their experience with our products and get the best performance out of them - every time.</p> <p>Cruise Car vehicles can also be equipped with Electronic Power Steering (EPS) which makes the vehicles easier to handle and maneuver.</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>While Cruise Car offers our vehicle lineup in both Gas and Electric powered options, over 80% of our vehicles sold are Electric. Our electric vehicles are in high demand as standard models will travel 30+ miles on a charge and provide our customers with the daily traveling needs they require. Customers see tremendous value in replacing their noisy gas-guzzling truck with a low-profile silent, battery-powered vehicle.</p> <p>Cruise Car is the leading provider of solar-electric low-speed vehicles in our industry and spearheaded this initiative in 2004 with the founding of the company. Solar power is still a nascent technology but can be integrated easily into our products to provide 5-7+ miles of Off-Grid driving per day per vehicle. Our solar panels come with a 25-year warranty and have been repeatedly demonstrated to be the most powerful voltage panel offered in our industry at 58 volts.</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>The US Military purchased hundreds of solar electric Cruise Cars. It was determined that the vehicle can be operated off-grid for 5-7 miles per day. Many such vehicles were sent to bases worldwide since the protection of fuel lines cost upwards of \$400/gallon. Operating off-grid vehicles for mission control (including tarmac repair) justified Cruise Car vehicles.</p> <p>Universities nationwide have embraced solar electric vehicles as many want eco-friendly vehicle solutions. Cruise Car has worked with numerous sustainability committees to integrate sustainable transportation into their campus operations.</p> <p>Cruise Cars have been certified by the state of California CARB testing.</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.	Not Applicable.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Cruise Car designs our products with our customers in mind. We opt to use only premium components in our vehicles. For this reason, our vehicles are not the cheapest, because we believe quality is more important than price.</p> <ul style="list-style-type: none"> Cruise Car vehicles begin with an aluminum, uncut, tempered chassis which is 25% thicker than any other chassis on the market. We opt to use Aluminum for our Chassis (though Steel is cheaper) because Steel Chassis has a tendency to rust and corrode if the vehicle is not meticulously cared for, stored indoors, and kept out of interperate weather. 	

Our customers are often traveling outdoors, driving in the rain, located on coastlines with heavy salt air, and don't always have access to indoor storage. We designed our vehicles for durability and the ability to withstand natural elements so our customers can reliably operate our vehicles in realistic, sub-optimal conditions. Another unique quality of our vehicle frames is we extrude 5 standard lengths of One-Piece-Chassis. Many dealers and resellers will use a chassis extension kit or even cut into the frame itself, to try and extend its length with inserts to allow for different vehicle configurations. This process weakens the chassis at the incision points, dramatically reducing the lifetime of the vehicle.

- In addition to our aluminum chassis, we also utilize aluminum for our vehicle pods or the body components of our vehicles. Most companies opt for plastic or fiberglass bodies. These types of bodies are molded for aesthetic appeal but are weak and quickly need to be replaced once they start to break. Our pods – which come in 5 different varieties - are aluminum-based. Using aluminum provides a stronger more formidable body that can bear more weight for longer durations. Aluminum, as a composition, also has the advantage of being much more repairable, and reinforceable. Should an aluminum pod start to crack, the customer can integrate supplemental L-Brackets and either drill & screw them in, or – even better – weld the reinforcements into the body, itself.
- The combination of our aluminum chassis and pod dynamic is that it allows our vehicles modular flexibility, providing our customers with tremendous freedom to customize their desired vehicle in ways that would be prohibitive with any other vehicle design. This modular dynamic allows the customer to change not just the appearance or aesthetics of the vehicle but the functional purpose of the vehicle. This flexibility has been the driving force behind the depth and volume of vehicles we can offer. In most circumstances, it is our customers who came up with our newest model. They often will say, “I like this design, but could you rearrange it this/that way so we can do something different?” We are in the favorable position of being able to say yes to the customer and then offer that configuration as a new model. Examples of this can be seen in our M4BTB, M6 Crossover, M6 XL, M4SB6, M4CB6, M5WCB, and M6W. All these vehicles began with a customer's insight, requesting something utterly unique and quickly becoming some of our most popular vehicle models.
- This modular vehicle design allows us to provide unique vehicles such as our Wheelchair Accessible Vehicles and EMS carts which are incredibly popular with Universities and Government Agencies as they can replace more expensive Ambulances and provide adequate transportation for handicapped or wheelchair-seated passengers.
- Our front suspension is the perfect combination of our dual desires: to provide maximum flexibility and customization while using only the most durable components. Most front suspension systems are a single slide air compressed shock absorber, which works well for a traditional 2-passenger golf cart, but they consistently underperform as a larger multi-passenger vehicle or as a heavy-duty utility vehicle. Each Cruise Car is standardized with dual coil-over adjustable spring front shocks. This design exceeds the stability requirement for our longest 8-passenger vehicle or our heaviest utility cart. This component is also adjustable, which means the customer can custom tailor the resistance and stability of the suspension system to meet their exact driving parameters. If – for instance – we've set the suspension system for maximum strength, and the customer would prefer a smoother ride and will be driving on a flat smooth surface, they can modify the tensile strength of the coils to accommodate this. The reverse scenario and everything in between are also available. Each Cruise Car Front Suspension also showcases a Reinforced Shock-Tower and a Triple-Leaf-Spring setup. Most competing vehicles do not utilize a shock tower which is needed on longer passenger vehicles or heavier utility vehicles.
- In keeping with our aim to over-engineer every component of our vehicle, Cruise Car has standardized a Motor and Controller combination that is far superior to the competition. Cruise Car utilizes a 7HP AC Motor and a 300 Amp Curtis Controller, which – like most other Cruise Car offerings – can be customized to suit the customer's needs. This combination is unique in its ability to operate on a 48-volt OR 72-volt system. Customers who are driving smaller vehicles or do not require Street Legal Speeds can happily utilize the 48-volt option, while the larger vehicles or vehicles needing higher speeds can upgrade to a 72-volt power system. This system is plug-and-play, meaning the customer can change their mind about the power system and either add or subtract batteries onsite to allow for the appropriate top speed of their vehicle. We believe we've found the right balance between simplicity and providing abundant customizability. Minimizing the types of motor and controller SKUs ensures we can keep adequate parts on hand should customers need replacements.
- Cruise Car utilizes a Dual Pro Smart Charger on all its electric vehicles. This charger comes with a back-end analytics dashboard and a phone app the customer can use. Each time the vehicle is charged, the charger analyzes each battery and provides detailed analytics to help the customer measure and understand the health of each battery. The system also tracks and time-stamps important events like, Last Day/Time Charged which can help inform the customer of whether their maintenance schedule is appropriate for the drive time they perform. This entire system gives each customer the tools to maintain the health of the electrical system in their vehicle. It saves countless hours of maintenance, troubleshooting,

and voltage-testing each battery if there is a problem. This technology allows Cruise Car to provide specific service advice and counsel to the customer to enhance their experience with our products and get the best performance out of them - every time.

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 *
42	Do your warranties cover all products, parts, and labor?	Yes, our warranty covers all products, parts and labor.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our 3-Year Warranty includes Bumper-to-Bumper coverage. The only restrictions or limitations to this warranty are on "wear & tear" items, improper use or maintenance of the vehicle, user/operator error, or acts of God.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, our warranty includes the travel time and mileage for a technician to remedy a vehicle.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Cruise Car assumes responsibility to fully support every vehicle sold. We currently support every county, city, and town in the United States and will offer similar coverage should we expand into the Canadian Market.
46	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?	Any non-standard or specialized equipment we include in our vehicles is covered by an OEM warranty. Should this type of component fail – at any point – Cruise Car will take the initiative on behalf of the customer to ensure a replacement component is provided. In this event, we believe our customers have enough to deal with considering their vehicle is now out of operation and we wish to provide first-rate-customer service in helping our customer resolve their dilemma. Though we do not directly cover another OEM part/component as part of our Cruise Car warranty, we will act on behalf of the customer to bring an amicable resolution to their situation.
47	What are your proposed exchange and return programs and policies?	<p>Most Cruise Car vehicles are sold with the understanding that a refund request will be accepted within 3 days of delivery. After the 3-day window, there will be a 15% restocking fee. Should a refund be requested after 30 days of usage, a fee of up to 33% can be applied for the depreciation on the vehicle, as this vehicle can no longer be classified as "new".</p> <p>Cruise Car does offer exchange programs on an ad hoc basis. We seek out Win-Win Opportunities and will negotiate terms in good-faith with any customer who asks for a trade-in or exchange considerations.</p>
48	Describe any service contract options for the items included in your proposal.	<p>Cruise Car offers service contracts to any customer who requests them. The typical service contract is on a quarterly, semi-annual, or annual basis, though we have engaged in service contracts as often as monthly. These contracts are aimed to maintain the life of the vehicle and are not intended to be a profit-generating option for Cruise Car. For this reason, the service contracts are always affordable, though the pricing varies based on the number of units being serviced and the total hours required to complete the service. Our least expensive service plans are \$75 and our most expensive (to date) is \$1,500.00</p> <p>Cruise Car also offers extensions to the Bumper-to-Bumper Warranty Coverage for up to 5-Years of Full Coverage, should the customer desire such an option.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Cruise Car typically allows for Net 30 payment terms. The only situation where this would not apply is if a customer is requesting a unique or specialty build or component to be integrated into their vehicle. Under these circumstances, Cruise Car will request a deposit to ensure the cost of acquiring or fabricating a "one-off" component is not lost. These situations are quite rare.
50	Describe any leasing or financing options available for use by educational or governmental entities.	Upon request, Cruise Car can provide leasing/financing options on any vehicle sold to education, non-profit or governmental entity. The interest & monthly installment rate is calculated based on the total value of the order and includes a 7% annual interest fee to take advantage of this program.
51	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 participating entities' purchase orders.	<p>Cruise Car's ordering process is relatively simple. After a quote has been furnished to the customer and the customer accepts, Cruise Car is issued a Purchase Order. Once Cruise Car receives a PO, we build and deliver the vehicle(s) to the customer. Typically, after the Net 30 Terms, the customer pays Cruise Car.</p> <p>Cruise Car has a unique Quoting Template for Sourcewell Members. This template includes our Vendor Number (#051717-CCI), displays the MSRP, Sourcewell % discount, and Total Discounted Price. On a Quarterly Basis, Cruise Car filters our Financial System (QuickBooks) for this Sourcewell Template and Pays our Transaction Fee based on the total dollar amount sold during that Quarter.</p> <p>As we onboard our dealer network to make sales through Sourcewell, we will provide them with the ability to duplicate our process so they can easily track their Sourcewell Sales. Each dealer will provide a monthly sales report to Cruise Car HQ so we can ensure nothing "falls through the cracks". Each dealer will be responsible for processing and paying their Transaction Fee to Sourcewell.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Cruise Car accepts P-Card purchases. There is a 2.5% processing fee for both P-Card Purchases & Credit Car purchases.

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 *
53	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.	Cruise Car, as a legacy contract holder, will maintain their current pricing structure for Sourcewell Members and will provide a full spreadsheet detailing each product offered and its associated discounted % and discounted price.
54	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.	Cruise Car, as a legacy contract holder, will maintain its current pricing structure for Sourcewell Members. Our legacy pricing structure is Line Item discounts which vary from 10% - 17% off of MSRP, depending on the vehicle unit/model. Cruise Car also offers a flat 5% discount off MSRP for all accessories, even those not listed on our current accessory sheet.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Cruise Car does not offer any volume discounts or rebate programs.
56	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.	Cruise Car can acquire open market items for customers upon request. Given the custom fabrication Cruise Car performs, regularly, this scenario occurs often. Cruise Car's default position on acquiring open-market items is to offer these items as Accessories and provide the same discount to Sourcewell Members as they would receive on any other Accessories.

57	<p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>The only items that are not included in the total cost to customers (as part of this proposal) are shipping, new items, and open market items.</p> <p>Shipping/Freight cost is fluid and depends on specific variables present in each individual order (i.e. customer's location, size, and quantity of vehicles purchased, etc.). As part of every quote, Cruise Car receives a shipping quote from our Logistics Department and includes it in the quote, so the customer always has a realistic, concrete understanding of the cost of transportation. Unless otherwise specified by the customer, Cruise Car bears the burden of the transportation costs – if we use an outside shipping method - and passes the cost through to the customer. This allows the customer to only pay one vendor (Cruise Car) instead of multiple (Cruise Car + Shipping Company).</p> <p>Given Cruise Car's creative building nature and custom vehicle fabrication, we are regularly developing new vehicles to add to our lineup. We cannot forecast what the next new vehicle will be or what it will cost. These costs are as unknown to the customer as they are to us until we can build one and see what our true costs are.</p> <p>Open Market Items and Accessories were discussed previously. We will adhere to our same discounted rate for open-market items as we do for currently listed accessories.</p>
58	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Cruise Car has two delivery methods for transporting our product to our customer; in-house delivery and third-party delivery. Our goal is to always provide the lowest shipping cost to our customers, and which delivery method the customer receives is based on several key variables that are unique to each transaction. These variables include customer location, quantity and configuration of vehicles ordered, and current shipping schedule. Typically, if the customer resides relatively close to Cruise Car HQ, we can provide the customer with a lower transportation cost if we handle the delivery internally. Cruise Car operates several trucks and long-haul trailers to have the flexibility to deliver quickly – and on our schedule – to our customers. If the parameters are met to keep the delivery in-house, we will work with our Logistics Department to determine our costs to deliver the order. These costs include factors like, Driver's Time, Fuel, Food & Lodging, and Wear and Tear on the Truck and Trailer. Once we've calculated this cost, we pass the cost on to our customer as a separate Line Item in the quote. Shipping is not a profit-generating department for Cruise Car, it is here to support the sale of our vehicles.</p> <p>However, if the customer resides several thousand miles away from our manufacturing center or orders minimal units, it is often less expensive for the customer if we opt to use a third-party freight forwarder. In this scenario, we will provide the dimensions, weight, and destination of the order to multiple freight forwarders to receive the most competitive shipping bid and pass this cost through to the customer as a separate Line Item in the quote. Shipping is not a profit-generating department for Cruise Car, it is here to support the sale of our vehicles.</p>

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Cruise Car is able to deliver vehicles to all 50 States, including Alaska and Hawaii, and Canada. Delivering units to Alaska and Hawaii is a rather simple process. These destinations are ones wherein we would utilize a third-party shipping company, as our manufacturing center is located in Florida and a third-party shipper would provide the customer with the lowest cost. In this scenario, we would first have the vehicles delivered to California, as the "Point of Embarkation". The vehicles would then be moved onto a separate 3rd-Party shipping company that specializes in deliveries to either Hawaii or Alaska. These specialized shipping companies typically provide door-to-door service, meaning they would personally receive the order in California, transport the order across the Pacific, and use their own vehicles to deliver the order to the customer's facility. Many of our customers – especially in the military – are located in Alaska and Hawaii and we have ample experience with this shipping scenario and know which companies provide the best and most secure service. Additional fees apply on a case-by-case basis. The customer will always be informed of the full cost of delivery prior to confirming and executing the order.</p> <p>Delivering to Canada is slightly more involved as the driver making the delivery must have the legal documentation required to exit the United States into Canada to make the delivery. This specialized authority is not common, but there are companies who specialize in this service. We've worked with several of these shippers in the past and know which ones provide the best and most secure service. Additional fees apply on a case-by-case basis. The customer will always be informed of the full cost of delivery prior to confirming and executing the order.</p>	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Cruise Car enlists all the standard distribution and delivery methods to provide our products to our customers at the most cost-effective price. These methods include internal deliveries, external deliveries, LTL shipping, DHL, or overnight parcel shipping.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	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 *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	As a legacy Sourcewell Contract holder, Cruise Car has perfected the self-auditing process to remain in compliance with all Sourcewell Pricing, Discounts, and Remittance of transactional fees to Sourcewell. All of Cruise Car's internal Sales Staff is briefed on the Sourcewell Contract and associated discounts, so they can speak and sell knowledgeably on the benefits of working with and through Sourcewell. We've set up a special template in our quoting and invoicing software (QuickBooks) which provides the current Sourcewell Pricing and applicable discounts to ensure we always use the correct pricing when quoting and selling to Sourcewell Members. This template and prices are updated immediately if/when a price adjustment is approved by Sourcewell during the lifetime of the contract. This template allows our accounting department to easily – at-a-glance – know how many sales have been activated and executed through the Sourcewell Contract, so we can provide the associated transaction fees to Sourcewell on a Quarterly basis. In the 4-Years we've held this contract, we've never experienced a single issue or oversight on any aspect of this process. We expect to have similar success should we be awarded this contract again.
63	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.)	Cruise Car proposes we maintain our current administrative fee terms to Sourcewell. These terms are a transactional fee of 2% of the order (not including the Freight/Shipping), to be paid on a quarterly basis. We wish to exclude shipping as part of the fee percentage since shipping costs are a pass-through and do not generate profit for Cruise Car. Our shipping services exist solely to provide our customers with the most cost-effective means of receiving our product.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Cruise Car proposes to continue providing the same number and type of products to Sourcewell and its Membership that we currently provide. In total, Cruise Car offers 39 Vehicles and 180 Accessories to Sourcewell Members. The vehicles can be offered in either Gas or Electric power options, which technically brings our total offering to 78 Vehicles. A full breakdown and description of each vehicle, accessory, and their associated pricing will be provided in the excel document we will upload as supplemental information.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>The most intuitive subcategories within our vehicle offering are:</p> <ul style="list-style-type: none"> o Passenger Vehicles o Light UTVs o Medium UTVs o Shuttles o Wheelchair Accessible Vehicles o Medic/EMS Vehicles o Accessories <ul style="list-style-type: none"> • Passenger Vehicles are categorized as our vehicles whose intended purpose is to transport individuals from one location to another. Our passenger vehicles can comfortably seat 2-8 people in various configurations. We presently offer 9 different vehicles in this category on our Sourcewell Contract. Each of these vehicles can be equipped as Street Legal and are offered in either Gas or Electric Power Options. • Light UTVs are categorized as our vehicles whose primary purpose is to provide maintenance, service, or support on the grounds at the customer's facility. This category has our most diverse offering of vehicle configurations, including open cargo areas of various lengths, enclosed cargo areas of various lengths, all of which can be readily customized for specific purposes. We currently offer 15 different vehicles in this category on our Sourcewell Contract. Each of these vehicles can be equipped as Street Legal and are offered in either Gas or Electric Power Options. • Medium UTVs are categorized as our vehicles whose primary purpose is to provide maintenance, service, or support on the grounds at the customer's facility. These units are distinguished from Light UTVs by their increased power (60+ Horsepower), Speed (40+ Miles Per Hour), and Torque. This type of vehicle also includes Roll Over Protection Bars, 4-Wheel Drive, and Electronic Power Steering. These vehicles are the only vehicles we provide which cannot be certified as Street Legal because they are too fast to qualify for Federal Category or a Street Legal Low-Speed Vehicle. • Shuttle Vehicles are categorized as highly customized Passenger Vehicles, which share the same intended purpose: transporting individuals from one location to another. Our shuttle vehicles differentiate themselves from our Passenger Vehicles the Shuttles can carry up to 12 riders while the Passenger Vehicles can carry a maximum of 8. The Shuttles are also highly customized vehicles, requiring special fabrication. Notably, these shuttles cannot be equipped as Street Legal as they exceed the weight limitation of 3,000lbs. • Wheelchair Accessible Vehicles are categorized as vehicles whose primary purpose is to transport passengers, including passengers traveling in a wheelchair. Our ADA wheelchair accessible vehicles can carry up to two wheelchaired passengers along with several other passengers or additional cargo. The standard ramps are manual, but they can be equipped with an electronic power lift system. • Medic / EMS Vehicles are categorized as vehicles whose primary purpose is to transport injured staff, students, or individuals in a safe and secure vehicle. We offer our EMS vehicles in several configurations to accommodate the customer's preferences. These vehicles are offered in both Gas and Electric power options and can be equipped for Street Legal transportation. These vehicles can be equipped with premier stretchers and safety equipment from Stryker, Ferno, and many others. Cruise Car can purchase and install these premium stretcher systems for the customer, upon request. <p>Accessories are categorized as the most common vehicle options, upgrades, or features that are not included in the standard model. We currently have 180 accessories on our Sourcewell offering and also source open-market items upon request.</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
66	Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>"Utility Vehicles" refers to vehicles whose primary purpose is to provide maintenance, service or support on the grounds at the customer's facility. This category has our most diverse offering of vehicle configurations, including open cargo areas of various lengths, enclosed cargo areas of various lengths, all of which can be readily customized for specific purposes. We currently offer 15 different vehicles in this category on our Sourcewell Contract. Each of these vehicles can be equipped as Street Legal and are offered in either Gas or Electric Power Options.</p>
67	Task Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Task vehicles define the vehicle type which accommodates a specific goal or task. Whereas the "Utility Vehicle" class provides for general maintenance and service & a "Passenger Shuttle" accommodates the general transportation of people, A "Task Vehicle" is designed to accomplish a hyper-specific goal. The most obvious Task Vehicles we offer, at Cruise Car, are our Wheelchair or ADA Carts and our EMS/Ambulatory vehicles. These vehicles are specially engineered to accommodate passengers in wheelchairs or in a prone position on a stretcher or backboard. Cruise Car offers 7 of these vehicles on our current Sourcewell Contract.</p> <p>Given the ability of Cruise Car to customize vehicles for their customers, several of our Utility Vehicles can be converted into Task Vehicles. For instance, our M2CV6 is a standard Utility Vehicle with an Enclosed Aluminum Van Box, however, many of our customers with request this vehicle with custom shelving on the interior of the Van Box. This request effectively changes this vehicle from a Standard Utility Vehicle into a Custom Task-Specific Vehicle.</p>
68	Golf Carts	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Golf Carts are a commodity item with the most limited driving ability, functionality or flexibility. These carts are specifically designed for the golf course and are refurbished or upfitted as Passenger Vehicles or Utility Vehicles at the peril of the purchaser. These vehicles are not designed to bear the weight of more than 2 passengers and are not intended to tow heavy loads of equipment. Cruise Car offers a single vehicle with this design, The R2, but it is built to our vehicle standards which typically prices this unit out of the market for golf carts.</p>

69	Low-speed Vehicles (LSV)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Low Speed Vehicles (LSVs) are categorized as vehicles that are Street Legal Equipped, have a maximum loaded weight of 3,000 pounds and travel between 20-25mph. The equipment required for the designation of "Street Legal" is: DOT Windshield and Windshield Wiper, DOT Approved Seat Belts, Turn Signals, Slow Moving Vehicle Decal, Manufacturer Certificate of Origin & 17-Digit VIN.</p> <p>We purposely equip all of our vehicles with a premium motor and controller package which can power our vehicles to achieve speeds of 20-25mph. If a customer needs their vehicle to be an LSV, we only need to add the additional components. Since we're a Manufacturer, we can easily provide the MCO and VIN. Cruise Car has its own Dealership, Eco Trans Alliance, which allows us to convert the MCO and VIN into a vehicle registration and physically plate the vehicle.</p> <p>One of our overarching goals is to make working with Cruise Car as easy and convenient for our customers as possible, offering them a one-stop-shop to design, register and plate their vehicle has provide extraordinarily valuable to them.</p>
70	Parking Enforcement	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Parking Enforcement vehicles are typically based on either a passenger shuttle or utility vehicle with the specific task of enforcing the parking laws in a given area. Often, these units are LSVs so they can travel on the necessary roads between parking lots and enforce parking near the sidewalks.</p>
71	Patrol and EMS Solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Patrol and EMS vehicles are two separate vehicle categories. Patrol vehicles are similar to parking enforcement vehicles in that they are typically built as a Passenger Shuttle or Utility Vehicle with the task of providing security to a facility or campus. These vehicles are often equipped and registered to be LSVs.</p> <p>EMS or Ambulatory Vehicles are Task-Specific Vehicles, which are designed to carry an injured individual on a Stretcher or Backboard safely through a campus, sporting arena, or across a facility. These vehicles can also be equipped with the proper LSV components to be Street Legal. Cruise Car currently offers 4 of these vehicles on the Sourcwell Contract.</p>
72	Passenger Shuttles	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Passenger Shuttles refer to vehicles whose primary purpose is to transport staff or individuals from one location to another. These vehicles range in size from simple 2-passenger carts to 15-passenger shuttle busses. Cruise Car presently offers 12 variations of this class of vehicle on the Sourcwell Contract and is planning to add more.</p>

73	Burden Carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Burden Carriers refer to Utility Vehicles which have been supplemented or otherwise augmented to carry larger loads, or objects of unusual dimensions. Since all Cruise Cars are standardized with a motor and controller package that is nearly twice as powerful as the competition, and our vehicles have been designed for enhanced durability, we rarely need to augment our standard vehicle for Burden Carrying Purposes. Under extreme circumstances, Cruise Car has utilized motors of up to 50HP, Controllers of up to 600 Amperage and reinforced all aspects of our vehicles to ensure it is up to the task. All of our utility vehicles can be considered Burden Carriers if the correct modifications are made.</p>
74	Side-by-sides	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Side by Sides refer to vehicles with 4WD, Roll Over Protection Systems, Electronic Power Steering. These vehicles are typically gas-powered and can achieve speeds of over 50mph. This speed far exceeds the 25mph speed limit, which precludes them from consideration as a "Low Speed Vehicle".</p>
75	All-Terrain Vehicles (ATV)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
76	Snowmobiles	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
77	Personal Watercraft	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
78	Food and Beverage Solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Cruise Car offers a few varieties of Food and Beverage Units. The standard model is what is typically seen on Golf Courses, however, Cruise Car has also custom built Food and Beverage Vehicles to be Street Legal and work like a Booth and a Market with all the food and wares on display. Cruise Car plans to add these vehicles to our Sourcewell Contract.</p>

79	Athletic and Campus-use Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Athletic & Campus Vehicles is a broad category that encompasses Utility Vehicles, LSVs, Task Vehicles, EMS Carts and Passenger Shuttles.</p> <p>Since University and School Campuses are typically vast and sprawled out, the vehicle needs on campus are wide-ranging. Passenger Shuttles are often used to transport students, staff and visitors to around the campus. These vehicles are often equipped to be Street Legal LSVs.</p> <p>Many Athletic centers and Campus Sport Facilities operate utility vehicles, passenger shuttles and EMS carts. The utility vehicles allow the staff to easily move equipment from the locker areas to the field and back. They similarly use passenger shuttles to move staff and players around the large arenas. Many athletic arenas have at least one EMS cart onsite in the event an injury occurs and someone needs to be carted off the field, quickly.</p> <p>Many of these vehicles are requested to be equipped as Street Legal LSVs.</p>
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Table 15: Industry Specific Questions

Line Item	Question	Response *
80	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.	The internal metrics we'd use to track our success with the Sourcewell Contract are: <ul style="list-style-type: none"> o Sales Volume (annual and total) o Number of New Relationships with Sourcewell Members (Sales by Customer) o Number of Vehicle Units Sold (annual and total) o Sales by Dealer Network (Total) o Sales by Dealers (Individual)
81	Identify the engine types available for your products (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	Cruise Car offers 2 basic styles of engines – Gas and Electric. There are plentiful options within these two categories based on variables like: <ul style="list-style-type: none"> o Size o Power (Horsepower) o Torque o Speed <p>Our standard Electric Motor is a 7HP AC Motor. This motor allows even our longest & heaviest vehicles to easily travel within the Street Legal Speed parameters of 20mph-25mph.</p> <p>Our Gas Engine is a 14HP Kohler EFI Engine which can allow even our longest & heaviest vehicles to easily travel within the Street Legal Speed parameters of 20mph-25mph.</p>
82	Describe the reliability of your products in extreme hot and cold environments and inclement weather.	Cruise Car vehicles were designed to withstand inclement weather, including extreme cold and heat. The primary reason we utilize Aluminum frames and components throughout our vehicle is so our vehicles can live outdoors without rusting or corroding – a common occurrence with Steel-based vehicles.
		Cruise Cars have been utilized in the rigorous desert climate of Bahrain by the US Military for years and we have yet to encounter any serious issue that would suggest our vehicles were not up to the task. Closer to home, our vehicles can be found on University Campuses, Military Bases, and other facilities located in Texas, Nevada, Arizona, & Florida. Again, our vehicles were designed to be used and stored outdoors without being affected by the elements. Our vehicles have withstood all forms of heat from multiple states and have encountered marginal issues. The primary concern for operating our vehicles in the heat is the potential for the engine/motor to overheat. In these instances, we integrate ventilation systems around the engine, which alleviates the build-up of hot air around the engine which dramatically extends the run time of the engine. In this scenario, the batteries have always been depleted from usage before the engine's safety temperature threshold is reached, allowing the vehicle to travel its maximum distance before needing to recharge.
		Cruise Cars have been running successfully in extremely cold climates for years. The biggest concern when operating our vehicles in cold environments is the potential for the water within the battery cells to freeze. To combat this issue, we offer both "Battery Blankets" and Maintenance Free, AGM Batteries. The Battery blanket act as a barrier between the battery and the impinging cold weather. These heated blankets also provide a heat source that surrounds the batteries and keeps their internal temperature about the freezing point. AGM batteries are a more elegant and more expensive solution to this issue. Battery Blankets would only be needed with standard Lead Acid Batteries; AGM batteries are a Gel-based battery which does not include any liquid or water that would be in jeopardy of freezing.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 83. 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

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Nathan Kalin, President, Cruise Car, Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 4_Utility_Transport_Golf_Recreation_122220 Thu November 19 2020 01:54 PM	<input checked="" type="checkbox"/>	1
Addendum 3_Utility_Transport_Golf_Recreation_122220 Fri November 13 2020 03:48 PM	<input checked="" type="checkbox"/>	1
Addendum 2_Utility_Transport_Golf_Recreation_122220 Wed November 11 2020 11:00 AM	<input checked="" type="checkbox"/>	1
Addendum 1_Utility_Transport_Golf_Recreation_122220 Wed November 4 2020 04:33 PM	<input checked="" type="checkbox"/>	2