

**Solicitation Number: 091520****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mitsubishi Caterpillar Forklift America Inc., 2121 W. Sam Houston Pkwy. N., Houston, TX 77043 (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.

Vendor desires to contract with Sourcewell to provide through its authorized dealers 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 October 26, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide through its authorized dealers 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's authorized dealer will pass on to the Participating Entity the manufacturer's warranty related to any Equipment or Products being provided under this Contract. 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. Except as provided herein, damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, and Vendor or its dealer is unable to repair or replace the damaged Equipment or Products, Vendor must permit the Equipment and Products to be returned within five (5) business days of Sourcewell's or its Participating Entity's determination of any damage at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within a reasonable time, but no more than five (5) business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcewell 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's authorized dealer as soon as possible and the Vendor's authorized dealer 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's authorized dealer 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 Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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 Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell 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 members 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 or its authorized dealer 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's authorized dealer. 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 or Vendor's authorized dealer performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract. Neither Vendor nor its authorized dealers is obligated to accept any purchase order issued with respect to 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 may be negotiated between a Participating Entity and Vendor's authorized dealer, 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's authorized dealer. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Neither Sourcewell, any Participating Entity, Vendor, nor Vendor's authorized dealer may propose terms that materially deviate from the terms of this Contract.

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

D. **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.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor's authorized dealer 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 or Vendor's authorized dealer commits any material breach of this Contract or the additional terms agreed to between the Vendor's authorized dealer and a Participating Entity.

F. **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 Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell 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 a check payable to Sourcewell 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 Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." 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. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **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.

D. **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.

E. **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 reasonable 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. Neither party, nor its representatives, shall be liable for consequential, indirect, incidental, special, exemplary, or punitive damages, including lost profits or revenues, arising out of or relating to any breach under this contract, whether or not the possibility of such damages has been disclosed in advance by the affected party or could have been reasonably foreseen by the non-affected party regardless of the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

### **12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 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.

### **13. GOVERNMENT DATA PRACTICES**

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

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

### **14. INDEMNIFICATION**

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.



## 15. 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. *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.

## **16. GOVERNING LAW, JURISDICTION, AND VENUE**

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

## **17. FORCE MAJEURE**

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

## **18. SEVERABILITY**

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

## **19. PERFORMANCE, DEFAULT, AND REMEDIES**

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 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.

## **20. INSURANCE**

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

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), 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. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

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

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to 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.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

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

## **21. COMPLIANCE**

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

B. **LICENSES.** Vendor must maintain a valid 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 Sourcewell and Participating Entities.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or 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 Sourcewell if this certification changes at any time.

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

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 Participating Entity that intends to access United States federal funds to purchase any Equipment or Products provided by Vendor, through its authorized dealer, under this Contract must notify Vendor and its authorized dealer of this intention in connection with its issuance of a purchase order relating to this Contract.

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.

**24. 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

Mitsubishi Caterpillar Forklift America Inc.

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

DocuSigned by:  
By: John Sneddon  
BC308A3239024EA...  
John Sneddon

Title: Director of Operations & Procurement/CPO

Title: Executive Vice President & Marketing

Date: 10/21/2020 | 1:45 PM CDT

Date: 11/2/2020 | 8:46 AM PST

Approved:

DocuSigned by:  
By:  \_\_\_\_\_  
7E42B8F817A64CC...  
Chad Coquette

Title: Executive Director/CEO

Date: 11/2/2020 | 10:50 AM CST

# RFP 091520 - Fork Lifts and Lift Trucks with Related Services

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## Vendor Details

Company Name: Mitsubishi Caterpillar Forklift America Inc.  
Does your company conduct business under any other name? If yes, please state: Cat Lift Trucks, Mitsubishi Forklift Trucks, Jungheinrich Lift Trucks, Mitsubishi Logisnext Americas  
Address: 2121 W Sam Houston Pkwy N  
Houston, Texas 77043  
Contact: Mark Brown  
Email: mark.brown@mcf.com  
Phone: 509-952-0506  
HST#: 34-1710051

## Submission Details

Created On: Tuesday August 04, 2020 16:10:16  
Submitted On: Monday September 14, 2020 22:31:41  
Submitted By: Mark Brown  
Email: mark.brown@mcf.com  
Transaction #: a534c4be-b087-4745-b594-2f3cd44d5dda  
Submitter's IP Address: 71.85.22.201

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## 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):	Mitsubishi Caterpillar Forklift America Inc.
2	Proposer Address:	2121 W Sam Houston Pkwy N Houston TX, 77043
3	Proposer website address:	www.mcfa.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):	John Sneddon, Executive Vice President, Sales & Marketing, john.sneddon@mcfa.com, 713-365-1965
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mark Brown, Senior Major Accounts Manager, mark.brown@mcfa.com, 509-952-0506
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Steve Rogers, PMP® - Senior Project Manager, National Accounts, steve.rogers@mcfa.com, 281-802-0655

**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>MCFA was formed in 1992 as a privately-held joint venture between Mitsubishi Heavy Industries and Caterpillar Inc. MCFA actively reinvests in the enterprise to improve the quality and performance of its products, as well as its overall operations. Our company is in the regular business of supplying equipment to many Fortune 500 companies.</p> <p>Every employee at MCFA is dedicated to fulfilling the following company mission statement: MCFA develops, manufactures and distributes the highest quality material handling solutions.</p> <p>We place customer focus on everything we do. We hold ourselves and others accountable to high expectations. We treat people fairly and with respect.</p> <p>MCFA will deliver profitable market share growth by providing innovative material handling solutions to our global customers according to our business plan and action items.</p> <p>Mitsubishi Heavy Industries, Ltd. (MHI) and Mitsubishi Nichiyu Forklift Co., Ltd. jointly acquired 100% ownership of UniCarriers (fka Nissan + TCM Forklift) Corporation in 2016. The acquisition of UniCarriers enables MHI and Mitsubishi Nichiyu Forklift to offer a full lineup of product offerings. Additionally, the acquisition increases our R&amp;D capabilities and boosts our overall product competitiveness. Furthermore, through our mutually complementary sales networks, global expansion opportunities will be enhanced, thereby strengthening MCF's business foundations and enabling expansion in business scale. The acquisition solidifies MCF's position among the top 4 global forklift manufacturers.</p>

8	What are your company's expectations in the event of an award?	MCFA seeks to increase sales to Sourcwell members by encouraging our dealers to proactively identify, contact, and explain the benefits of Sourcwell membership. Additionally, once the Sourcwell member has been confirmed, MCFA encourages engagement between the MCFA dealer and the Sourcwell member regarding their material handling needs. If awarded a new contract MCFA will review the Sourcwell sales volume of our individual dealers and focus on the dealers that have under performed for Sourcwell. In 2020 we estimate sales of 100 machines to Sourcwell members. If awarded a new contract MCFA anticipates increasing that to 200 per year by 2024.	*
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.	Mitsubishi Logisnext (parent company of MCFA) 2019 revenue = \$4B Mitsubishi Caterpillar Forklift America (MCFA) FY2019 revenue = \$851.2M No significant debt load carried by either companies (very conservative with financial decisions). Please review the attached 2020 Mitsubishi Logisnext Annual Report	*
10	What is your US market share for the solutions that you are proposing?	MCFA's retail order market share was 9.1% for ITA class 1-5 for the 2019 calendar year.	*
11	What is your Canadian market share for the solutions that you are proposing?	MCFA's retail order market share was 8.1% for ITA class 1-5 for the 2019 calendar year.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	MCFA has never petitioned for bankruptcy.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	MCFA is best described as a Manufacturer of the equipment offered in this proposal, however we also own our largest dealer (Equipment Depot) which was acquired in 2019. The sales, service and support of our three brands (Cat Lift Trucks, Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks) is provided by 80 dealers in North America. With more than 470 forklift locations across North and Central America and the Caribbean, our dealers offer the most comprehensive customer support programs, backed by highly-trained technicians and an extensive in-stock parts availability.	*
14	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.	MCFA as a company has obtained all relevant licenses and certifications that are required to be held as an employer and manufacturer of lift truck equipment. This includes but is not limited to federal, state, and local licenses. Voluntary certifications that have been obtained include ISO 9001 and ISO 14001 as it relates to manufacturing, and Underwriters Laboratories certifications for various lift truck models.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspensions or debarments have been applied to MCFA during the past 10 years.	*

**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	<p>Top 20 Lift Truck Supplier for 2020 – #3 (Jungheinrich AG) and #4 (Mitsubishi Logisnext)  <a href="https://www.mmh.com/article/top_20_lift_truck_suppliers_in_2020">https://www.mmh.com/article/top_20_lift_truck_suppliers_in_2020</a></p> <p>2019 iFOY award winner MCFA press release:  <a href="https://www.mcfa.com/en/mcfa/news/articles/mcfa/2019/first-reach-truck-with-integrated-lithium-ion-battery">https://www.mcfa.com/en/mcfa/news/articles/mcfa/2019/first-reach-truck-with-integrated-lithium-ion-battery</a></p> <p>Jungheinrich AG background on award: <a href="https://www.jungheinrich.com/en/about-us/awards-6206">https://www.jungheinrich.com/en/about-us/awards-6206</a></p> <p>2017 Red Dot Design Award for Jungheinrich EKS 516 and ERE 120/125/225 Material Handling Product News - Product of the Year award: Jungheinrich ETV C16/C20  <a href="https://www.mcfa.com/en/mcfa/news/articles/mcfa/2016/mhpn-product-news">https://www.mcfa.com/en/mcfa/news/articles/mcfa/2016/mhpn-product-news</a></p> <p>Plant Engineering – Product of the Year award: Jungheinrich ETV 110/112  <a href="https://www.mcfa.com/en/mcfa/news/articles/mcfa/2016/etv-110-112-series-named-product-of-the-year-by-plant-engineering%20magazine">https://www.mcfa.com/en/mcfa/news/articles/mcfa/2016/etv-110-112-series-named-product-of-the-year-by-plant-engineering%20magazine</a></p> <p>Top 100 Software and Technology Providers by Food Logistics – Jungheinrich Warehouse Navigation Software  <a href="https://www.mcfa.com/en/mcfa/news/articles/mcfa/2016/food-logistics-names-jungheinrich-a-top-software-and-technology-provider">https://www.mcfa.com/en/mcfa/news/articles/mcfa/2016/food-logistics-names-jungheinrich-a-top-software-and-technology-provider</a></p>
17	What percentage of your sales are to the governmental sector in the past three years	0.74% of the number of units.
18	What percentage of your sales are to the education sector in the past three years	0.18% of the number of units.
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>MCFA was awarded our first Sourcwell contract in December of 2016.</p> <p>2017 - \$1,529,093    39 units  2018 - \$1,128,739    37 units  2019 - \$2,320,527    72 units</p>
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?	None

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Santa Barbara County	Adriana Seymour	805-568-3055
SLO County Integrated Waste	Patty Toews	805-782-8530
Dorchester County Public Works	Tonya Clark	843-832-0268
El Paso County Dept of Public Works	Christopher Reynolds	719-331-5591

**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 *	
available on request	Government	Florida - FL	28 Electric, Gas and Diesel Forklift Trucks	\$19,398-\$52,818	\$825,825	*
available on request	Government	Pennsylvania - PA	20 Electric, Gas and Diesel Forklift Trucks	\$6,365.00-\$74,069	\$480,535	*
available on request	Government	Maryland - MD	13 Electric, Gas and Diesel Forklift Trucks	\$26,985-\$54,682	\$464,985	*
available on request	Government	Florida - FL	16 Electric, Gas and Diesel Forklift Trucks	\$8,620-\$44,021	\$435,812	*
available on request	Education	Illinois - IL	17 Electric, Gas and Diesel Forklift Trucks	\$17,887-\$25,063	\$413,684	*

**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.	MCFA's sales force is comprised of employees of the company as well as sales management and sales representatives from our dealer network (third party) that cover the entire United States and Canada. MCFA is focused on the sale of material handling equipment through our dealer networks to our end user customers. MCFA's sales team is comprised of 7 Regional Sales Managers, 2 Major Accounts Managers and a General Manager for North American Dealer Sales. MCFA's team supports our dealer sales effort. The MCFA dealer network supports its local customer base with in assigned territories. MCFA has approximately 1385 dealer sales representatives 163 dealer sales managers selling our products and services across all market segments.
24	Dealer network or other distribution methods.	MCFA primarily sells and services our product through a dealer network with 470 locations across North America. Each of these locations has fully dedicated and trained representatives to sell and support machines covered in this RFP.
25	Service force.	MCFA's has a service force comprised of employees of the company as well as over 4000 trained technicians in our dealer network who cover all of the United States and Canada. MCFA Technicians are required to complete 12 hours of online training prior to attending any instructor lead classes. Depending on the product (Internal Combustion, Electric or both) they are required to pass two 3-4 day instructor lead classes to reach basic certification. After basic is achieved there are 3 levels of additional certification which require 2-3 instructor lead classes. All technician training is tracked in our online system and dealers are rewarded with higher warranty labor reimbursement rates based on the number of trained technicians and training level achieved.
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.	Since the servicing of most pieces of material handling equipment takes place at the customers location, all our dealers have field service vehicles equipped with special tooling and parts to perform the majority of repairs on site. Most dealers can respond within 4 hours and several have a guarantee that the first hour is free if they don't make it in time. Our dealers offer a variety of maintenance plans to support our customers needs. These include but are not limited to Time and Material, Planned Maintenance program following the guidelines outlined in the Operator and Maintenance Manual supplied with the machine and Total Maintenance and Repair. Most often parts are required in the normal course of performing maintenance or repairing a machine. MCFA is the only manufacturer that offers a "Parts Fast or Parts Free Guarantee" (Please see attached documents for all three brands covered in the response.) We can offer this guarantee because we have a 97.6% emergency order fill rate. MCFA calculates our fill rate differently than other OEM's. For example, if a customer orders 10 items on one parts order and we only ship 9 we get a 0% because all 10 parts are required to complete the repair.
27	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	MCFA is willing, able and committed to providing the highest level of support for the products and services described in this RFP to all Sourcwell Members in the United States.
28	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	MCFA is willing, able and committed to providing the highest level of support for the products and services described in this RFP to all Sourcwell Members in Canada
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 areas in the United States or Canada that MCFA will not be servicing should we be awarded a contract.
30	Identify any Sourcwell 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?	There are no participating entities MCFA will not be servicing through this proposed contract.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions for the participating entities of Alaska, Hawaii or the US territories.



**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.	Once awarded a Sourcewell contract, MCFA will promote that contract via our e-newsletter Dealer News. The Dealer News article which is emailed to all sales personnel will explain the details and benefits of the new Sourcewell agreement. MCFA has been successful with Sourcewell in the past but also recognizes there is an opportunity to increase our sales volume through the program. To that end our focus will be to educate the dealers and sales personnel on the benefits and advantages of utilizing the Sourcewell program. This training will be partially accomplished by developing a special audio video training presentation for our dealers covering the Sourcewell program. The presentation will include but is not limited to topics like how to download a membership list, enrolling a new Sourcewell member, proper method of quoting a truck to a Sourcewell member, documentation required, coding the order for tracking purposes. Additionally, MCFA will review the Sourcewell sales volume for all dealers for the past 4 years and focus extra effort on those dealers who do not meet an acceptable Sourcewell sales volume level. MCFA's 7 Regional Sales Managers (RSM) also have responsibility for supporting Sourcewell in the fulfillment of material handling equipment purchases as well as any product support services. The RSM's are our front-line contacts for our dealer network. To increase our level of success with the program our Contract Administrator from Sourcewell is invited to come to our HQ in Houston TX to present the Sourcewell program to our RSM's and Major Account Representatives at one or our regular Sales Team meetings as soon as is practical to do so.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MCFA has dedicated websites for Cat Lift Trucks, Mitsubishi Forklift Trucks, Jungheinrich Lift Trucks and The Parts Store. These websites allow Sourcewell members to view the specifications features and benefits of our entire line up of lift trucks. Members can download brochures, locate their nearest dealer and view testimonials. The Parts Store is e-procurement friendly. Sourcewell members can purchase parts direct from MCFA 24/7/365. MCFA's Marketing Team also continuously works on the metadata and the SEO of our sites to improve our search rankings. Our social media presence spans LinkedIn, Facebook, Youtube and Twitter.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	As a governmental agency Sourcewell understands the concerns and needs of its members. It is our expectation that Sourcewell use that knowledge to help us bridge the communication gap as it sometimes occurs working through the sales process. Often times a simple phone call or an email from Sourcewell resolves the issue or answers a question. Continue to provide the GTKN's and Universities when safe to do so. Those training opportunities have helped educate our dealer organization. Being able to utilize the Sourcewell contract administrator for trainings is hugely important as well. MCFA plans to leverage the contract and relaunch the Sourcewell program supported by increased training efforts with our dealer sales teams. We will take time to discuss our Sourcewell contract at dealer and sales meetings. Our focus is going to be on educating and training our dealers on the value of the Sourcewell contract and how to leverage that relationship to support Sourcewell members.
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.	MCFA uses a powerful Microsoft Customer Relationship Management (CRM) tool for quoting and order submission. Our local dealer uses our CRM to quote the Sourcewell member on the local basis. Once the Sourcewell member issues the dealer a purchase order the quote is converted to an order in our CRM. Our dealer then sends it electronically to MCFA for fulfillment.

**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>MCFA offers optional comprehensive equipment maintenance training programs online and also hands-on training in the Houston training center. There is no charge to Sourcewell members for the online training. The cost for the hands-on training in Houston would be determined by the course.</p> <p>According to the Federal Occupational Safety and Health Administration (OSHA) states in Section 1910.178 (l) (i) that: "The employer shall ensure that each powered industrial truck operator is competent to operate a powered industrial truck safely, as demonstrated by the successful completion of the training and evaluation specified in this paragraph." To support this requirement MCFA dealers provide Lift Truck operator training classes for our customers. To maintain consistency in the training materials MCFA supplies standardized training materials to our dealers.</p> <p>All training materials are complainant with OSHA regulations according to the Department of Labor Code of federal regulations. Some items covered are; lift-truck fundamentals, general rules of the road, pre-operational inspection and stability, balance, and capacity. Due to the variety of training programs offered and local factors, the cost would be determined on a site by site basis.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p><b>Electric Warehouse Products</b> As pioneers of electric warehouse forklift products, Jungheinrich® is known for innovation. Our German-engineered forklifts are all-battery-powered without sacrificing performance. With the flexibility to adapt to any warehousing and logistics operation, our products are the go-to solution for your electric forklift needs.</p> <p><b>Energy Efficient Design</b> The entire line of Jungheinrich forklifts are an energy-efficient solution for customers seeking to reduce their fleet emissions, with a complete range for both indoor and outdoor applications. Ranging from 2,000 – 19,800 lb. capacities, our electric warehouse products offer:</p> <ul style="list-style-type: none"> <li>- Ability to run up to 2 shifts on 1 battery charge</li> <li>- 0% noxious emissions due to 100% electric products</li> <li>- Less noise and reduced vibration</li> </ul> <p><b>Advanced AC Technology</b> More than 18 years ago, Jungheinrich developed the first 3-phase AC technology and has been improving the technology ever since. This advanced technology is integrated into Jungheinrich's forklift product line, delivering:</p> <ul style="list-style-type: none"> <li>- Low energy consumption</li> <li>- Longer run times</li> <li>- Leading lift and travel speeds</li> <li>- High level of efficiency with excellent energy management</li> </ul>	*
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>MCFA continues to research and implement cleaner and greener processes to minimize the environmental impact of forklift production while maintaining the quality, safety, and efficiency of trucks that come off our production line. We continue to develop more efficient means to secure materials, get components, and roll out the final, finished product. The ISO 9001:2008 certification is a globally-implemented standard for quality and customer satisfaction and is among the best known International Organization for Standardization (ISO) offering. MCFA takes pride in achieving ISO 9001:2008 standards. Our quality management system delivers a high level of customer interactions and is responsible for meeting the ISO 9001:2008 requirements for certification. MCFA is also an ISO 14001:2004 certified manufacturing facility. We diligently set goals and monitor our performance to ensure we achieve environmental compliance throughout the forklift manufacturing process.</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>MCFA production locations are ISO 14001 certified. This certification relates to environmental protections used while producing the product.</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.	<p>MCFA has three dealers that qualify as WMBE. The first two are Washington Liftruck &amp; Forklift Services of Oregon which are owned by Nancy Smith. The second is Eaheart Industrial Service, Inc. owned by Ed McCoy. Certifications for both are attached. In addition MCFA is expanding our search of local businesses in the Houston area (emphasis on SBE/M/WBE) to "localize" production materials to help boost sales for these businesses, improve efficiency in our manufacturing process and reduce availability lead-times.</p>	*

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?	MCFA provides unparalleled availability of replacements parts. With over 57,000 SKU's in stock, we carry over \$42,000,000 in parts inventory to support our customers. Our [6] parts distribution centers strategically located throughout the U.S. shipped over 850,000 order lines last year. Our parts fill rate measures 99.1% on stock orders and 97.6% on emergency orders. We measure our fill rate based on a "Full Line, First Pick" philosophy. If on a single order line, 50 pieces are ordered and only 49 pieces are provided, the line is registered as 0% filled rather than 98% filled. Such strict standards and proactive vendor management help us to deliver simply the best parts support in our industry. We are so confident in our ability to provide our customers with the highest parts availability that we offer a Parts Fast or Parts Free Guarantee. This guarantee means you will have the part you ordered within 24 hours or it is free of charge. A copy of our Parts Fast or Parts Free Guarantee was uploaded to the additional documents section.
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**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?	<p>Warranty statements are available online at <a href="http://www.mcfadealers.com">www.mcfadealers.com</a> and also attached to this RFP. MCFA will reimburse the servicing dealer for reasonable labor performed in fulfilling MCFA warranty obligations during the period specified in the warranty statement. New lift trucks purchased by the user are covered by MCFA warranty.</p> <p>The warranty period is a single total period, and the warranty commitment is fulfilled by making repairs or replacements within that period. The standard lift truck warranty period for new MCFA product is outlined in the appropriate warranty statement for each model or brand. The warranty period starts with the warranty start date as indicated on the delivery report. MCFA warrants that each new lift truck sold by MCFA shall be free from defects in material and workmanship.</p> <p>MCFA also offers optional Extended Powertrain Coverage and Full Warranty Coverage (Carriage to Counterweight) for up to 5-years or 10,000 hours for an additional fee.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	MCFA's warranty does not impose usage restrictions or other limitations that adversely affect coverage. In general, this warranty requires proper and timely maintenance and periodic inspections of the lift truck as indicated in the operators' manual furnished with the lift truck.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, 1.5 hour travel time for U.S. and Canadian customers.
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic regions in the US or Canada that MCFA cannot provide certified technicians to perform warranty repairs. In very remote locations there may be additional cost for travel incurred.
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?	MCFA is the manufacturer and therefor will provide warranty for every item we sell in accordance to our published warranty statement.
47	What are your proposed exchange and return programs and policies?	It is MCFA's responsibility to deliver a machine that is free of defects in material and workmanship. If for any reason defects/failures arise, MCFA will take corrective actions under the warranty policy guidelines and make every effort to resolve the issue in a timely manner. If the issue cannot be resolved then return or exchange might be considered at MCFA's sole discretion.
48	Describe any service contract options for the items included in your proposal.	There are several service contract options available from MCFA dealers. These include but are not limited to a standard planned maintenance program similar to the type of service performed on your vehicle when you take it to the dealership for an oil change. The difference is, the service truck comes to your facility to perform the service. Our dealers offer Total Maintenance and Repair agreements that cover all the maintenance required for a flat rate monthly fee. For larger fleets that would require a full time technician, our dealers offer discounts on block labor rates. Because rates vary by region, it would be best for the Sourcewell member to contact their local MCFA dealer for more details on these programs or a customized program that would better suit their needs.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	MCFA's payment terms are net 30 days.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	MCFA provides subsidized financing through two financial partners, DLL and Wells Fargo. Sourcewell members should contact their local MCFA dealer for current rates and payment schedules.	*
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.	The MCFA dealer network will quote as well as receive the payments and manage the sale to the Sourcewell member. If a customer is not a member and they want to become one, our dealers can help with the application process. Our dealers are aware of the Sourcewell contract pricing and the discount that needs to be passed on to the member. This information is published on our MCFA Dealer Portal as well as covered in training sessions. The dealer will provide a quote to the member with the Sourcewell contract number. When the member issues a purchase order, our dealer applies for the Sourcewell discount before the machine order is entered with the factory. The additional discount is approved and is coded for tracking purposes. When the machine arrives, the dealer will perform the predelivery inspection and any other prep required, then deliver it to the member. At the time of delivery, the dealer will review the operating instructions and complete the warranty registration. Each quarter MCFA runs a Sourcewell report in our CRM for all Sourcewell orders shipped during that timeframe. After the report is audited for accuracy the report and the administrative fee are sent to Sourcewell.	*
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?	Acceptance of P-cards would be a decision made by the local dealer.	*

**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 Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Each product family will be discounted off standard published list price. Total final price will include freight, dealer prep, attachments and in the case of electric trucks, batteries and chargers. The discount matrix is attached as well as our published price pages for each brand offered.
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.	The proposed discount ranges from 24% to 32% off list for MCFA products.
55	Describe any quantity or volume discounts or rebate programs that you offer.	High volume discounts (10+ units) may be available as a joint offer between MCFA and our MCFA dealer. Because the price range of our products varies so greatly, we will discuss each opportunity with our MCFA dealer on a case-by-case basis.
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.	MCFA can offer Custom Shop Modification (CSM) options on most of our products. Because the range of custom options are so many, and because some customers have very specific requirements, we handle such requests on a case-by-case basis through our MCFA dealers. Our dealer will submit a request to confirm that the item can be installed on the truck without issue. After that, a list price quote will be generated based on the amount of engineering, labor, materials, and other factors needed to cover such costs. The discount for the sourced product or nonstandard option is the same as applies to the entire machine as outlined in our discount matrix.
57	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.	Dealer preparation is not included in these costs, as is the cost of local delivery because these costs vary by distance, regional labor costs, etc. Attachments, batteries chargers and accessories if applicable and the installation thereof supplied by the dealer are not included. Applicable taxes are not included. The selling MCFA dealer would be collecting for these costs.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	MCFA uses a flat rate matrix based on region and forklift capacity to calculate the cost to ship from the factory to our dealer, (please see attached).The cost for local deliver varies due in part the size and weight of machine, distance, local labor costs and transportation regulations. The dealer quoting the Sourcwell member can provide costs for factory freight and local delivery if requested to do so. Most members normally want the quoted price FOB delivered.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our dealer in Anchorage Alaska utilizes our freight matrix and program to Washington State then consolidates loads and ships to Alaska. Our dealer in Los Angeles uses our freight matrix program to get machines from the factory to LA then preps and ships them direct to the customer in Hawaii. Our Canadian dealers pick up machines at the factory and manage the transportation and customs details for machines going into Canada. Offshore deliveries would depend on final location as we have dealers in the Caribbean, Mexico, Latin America and South America. In general terms the selling dealer would manage the logistics to get the machine delivered to the Sourcwell member.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	MCFA offers a factory direct delivery method on full container loads of certain models of Cat, Mitsubishi and Jungheinrich machines. The container program saves on freight costs and shortens lead times.

**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 Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell.	MCFA has a fully electronic quoting and ordering system. Dealers will utilize a code that will enable them to sell the unit with special discounting to the Sourcwell member. On a quarterly basis, MCFA will run a report from our system to identify these sales. The revenue of these sales will be provided to Sourcwell per the contract (quarterly basis) and paid in a timely manner according to the contract terms.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	MCFA agrees to pay 2% of the factory invoice to Sourcwell as an administrative fee.

**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.	MCFA offers a full line of material handling equipment covering Industrial Truck Association (ITA) classes 1,2,3,4,5, and 6. Building on the strengths of each of our 3 brands we offer all 6 classes under the Mitsubishi Forklift Trucks brand. Cat Lift Trucks are represented by classes 1,4 & 5. Jungheinrich is represented by class 1,2 & 3.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The following subcategories are listed by ITA class. Class 1; Stand-up Counterbalanced, 3-Wheel Cushion Tire, 3-Wheel Pneumatic Tire, 4-Wheel Cushion Tire, 4-Wheel Pneumatic Tire. Class 2; Low-Level Order Picker, High-Level Order Picker, Man Down Turret Truck, Man Up Turret Truck, Moving Mast Reach Truck, Multi-Directional Moving Mast Reach Truck, Pantograph Reach Truck. Class 3; Walkie Pallet Truck, Walkie End Rider, Center Control Rider, Walkie Straddle Stacker, Walkie Fork-Over Stacker. Class 4; Small IC Cushion and Mid-Size IC Cushion Tire. Class 5; Small IC Pneumatic Tire, Mid-Size IC Pneumatic Tire, Large IC Pneumatic Tire.

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

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class I: Electric Motor Rider Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	In three brands Cat Lift Trucks, Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks	*
67	Class II: Electric Motor Narrow Aisle Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	In two brands Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks	*
68	Class III: Electric Motor Hand Trucks or Hand Rider Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	In two brands Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks	*
69	Class IV: Internal Combustion Engine Trucks (Solid/Cushion Tires)	<input checked="" type="radio"/> Yes <input type="radio"/> No	In two brands Cat Lift Trucks and Mitsubishi Forklift Trucks	*
70	Class V: Internal Combustion Engine Trucks (Pneumatic Tires)	<input checked="" type="radio"/> Yes <input type="radio"/> No	In two brands Cat Lift Trucks and Mitsubishi Forklift Trucks	*
71	Class VI: Electric and Internal; Combustion Engine Tractors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Electric only in In two brands Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks	*
72	Class VII: Rough Terrain Forklift Trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	Do not offer class VII models in any brand.	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
73	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.	One of MCFA's internal metrics is comparing year over year and quarter over quarter results not only in terms of sales volume dollars but also in number of units sold. By comparing these results MCFA can determine whether we are having success with the contract or not. The second metric is to compare the number of Sourcewell orders as a percentage of overall sales for the individual dealers. By doing this we can focus our efforts on those dealers that need additional support.
74	Describe the average operating cost per hour of an electric truck operating inside a warehouse.	\$2.24 per hour for the cost of electricity to charge the battery and maintenance based on a 5000# cushion tired truck operating 1500 hours per year in a normal and clean application.
75	Describe the average operating cost per hour of a combustion engine truck operating in an outdoor yard setting.	\$4.25 per hour for fuel and maintenance based on a 5000# pneumatic tired truck operating 1500 hours per year in a normal and clean application.
76	Describe any manufacturing processes or materials utilized that contribute to overall durability, driver safety, etc. that differentiate your offerings.	<p>Our factory's top priority is safety and it is our #1 operating principle, followed by quality and on time delivery. Our OSHA incidence rate is less than 1 versus and industry average of 4.1. We set clear expectations for the safety of our people and the safety of our trucks. Our manufacturing methodology consists of a continuous check-do-check** process at every station from the start of the forklift build to final finish and final inspection prior to shipping. Along the process, operators sign off at their respective stations to ensure accountability of the work being completed per build instructions. Every truck goes through 100% inspection which includes both visual and functional. The final inspection ensures the truck was built to meet all design and customer requirements. All of our trucks comply with ANSI B56 standards. Some driver safety features we offer that differentiate our trucks are listed below:</p> <ol style="list-style-type: none"> <li>1. Advanced Power Steering (Control) System - to prevent chronic back injury and pain due to the extra effort to maintain the stability of the truck</li> <li>2. LED Spotlight to notify all other drivers and pedestrians (front and rear) 3. Ergonomic forklift seat: <ol style="list-style-type: none"> <li>a. Leg, shoulder, and neck protection</li> <li>b. Armrests to prevent fatigue</li> <li>c. Handles to help get in/out the cab</li> <li>d. Weighted suspension to comfort the operators</li> </ol> </li> <li>4. Optional A/C and heat in enclosed cabs for different weather conditions</li> <li>5. Detailed load-chart to assist with understanding of the load limits in different situations</li> </ol> <p>**First check - operator inspects work from prior station Do - operator performs assigned work at station Second check - When complete, operator verifies his work and signs off prior to sending to downstream station</p>
77	Describe any differentiating serviceability attributes (remote diagnostics, parts fill rate, etc.) your proposal offers.	<p>There are over 4000 technicians in our dealer network. MCFA requires minimum training levels for our technicians. This is supported by extensive product technical training offered by MCFA. Additional support is provided to technicians through our online technical manuals, schematics, and bulletins. When dealers need additional help, we have a staff of Service Engineers with a 10+ year average field / Industry experience, with several having over 20 years experience.</p> <p>MCFA is the only OEM that owns an after market parts company (Rapid Parts) which supplies lift truck parts for competitive brands. Rapid Parts supports our dealers with parts when they service competitive brand machines. MCFA is the only OEM that has a Parts Fast or Parts Free Guarantee.</p> <p>MCFA offers through our dealers an innovative suite of online tools designed to help fleet managers optimize the performance of material handling assets with one unified platform. Lift Truck Solutions (LTS) provides a platform for Fleet Track, One Bill, Service Dispatch, Repair Estimator, and The Parts Store. Please see the attached Lift Trucks Solutions Brochure for details on these tools. LTS is accessible 24/7, giving you full control of your forklift fleet. You can request service, interact with a quote, accept invoices, and view your fleet's data from any phone, tablet, or computer.</p>

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.



## Documents

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

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

- [Financial Strength and Stability](#) - Mitsubishi Logisnext 2020 Annual Report.pdf - Wednesday August 12, 2020 13:45:44
- [Marketing Plan/Samples](#) - Sourcwell Flyer.pdf - Thursday September 10, 2020 15:42:13
- [WMBE/MBE/SBE or Related Certificates](#) - MCFA WMBE Certificates.pdf - Monday September 14, 2020 15:58:13
- [Warranty Information](#) - MCFA Warranty Statements 3B1C.pdf - Monday September 14, 2020 15:58:44
- [Pricing](#) - MCFA Price Pages 3B1C.zip - Monday September 14, 2020 15:59:18
- [Additional Document](#) - Freight - Parts Fast - LT Solutions Brochure.zip - Monday September 14, 2020 18:32:51

## 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://www.sam.gov/portal/3>; 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. - John Sneddon, Executive Vice President, Sales & Marketing, Mitsubishi Caterpillar Forklift America 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
<b>Addendum_4_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services</b> Tue September 8 2020 04:06 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_3_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services</b> Tue August 25 2020 01:29 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services</b> Mon August 10 2020 03:11 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_1_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services</b> Thu August 6 2020 08:15 AM	<input checked="" type="checkbox"/>	--