

## Solicitation Audit Checklist

<b>Proposal:</b>	RFP #26.02 - Vehicles
<b>Awarded Vendor(s):</b>	Nelson Auto Center, Inc.
<b>Award Date:</b>	November 14, 2025
<b>Contract Number:</b>	#26.02 - NAC

X	1 Legal Affidavit(s)
X	2 Copy of Solicitation Documents
X	3 Copy of Questions & Answers
X	4 Copy of Addenda
X	5 Notification Report
X	6 Access Report
X	7 Opening Record
X	8 Copy of Awarded Vendor Response(s)
X	9 Evaluation Summary & Recommendation
X	10 Copy of Award Letter(s) & Copy of Signed Contract(s)



PO Box 630567 Cincinnati, OH 45263-0567

## **AFFIDAVIT OF PUBLICATION**

Cooperative Purchase, Lori Mittelstadt  
Lakes Country Service Cooperative  
1001 E Mount Faith AVE  
Fergus Falls MN 56537-2375

STATE OF WISCONSIN, COUNTY OF BROWN

The Argus Leader, a daily newspaper published in the city of Sioux Falls, Minnehaha County, State of South Dakota, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

10/01/2025, 10/08/2025

and that the fees charged are legal.  
Sworn to and subscribed before on 10/08/2025

D. Roberts  
Legal Clerk

Nicole Jacobs  
Notary, State of WI, County of Brown

8-21-26

My commission expires

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*Please do not use this form for payment remittance.*

NICOLE JACOBS  
Notary Public  
State of Wisconsin

**RFP 26.02 - Vehicles**  
Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies for RFP #26.02 – Vehicles.

Solicitation documents may be obtained by registering for free with CPC on Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)).  
Documents will be available on October 6, 2025.

Proposals are due no later than 10:00 a.m. CT on November 3, 2025. All proposals must be uploaded to Public Purchase. Late proposals will not be considered.

Published October 1, 8 2025, at the total approximate cost of 26.74 and may be viewed free of charge at [www.sdpurchase-notices.com](http://www.sdpurchase-notices.com)  
LABD0376043

# The Bismarck Tribune

## AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of The Bismarck Tribune, and that the publication(s) were made through The Bismarck Tribune on the following dates:

**PUBLICATION DATES:**

Oct. 1, 2025, Oct. 8, 2025

**NOTICE ID:** hIP9yDzXAvLxwQs8B677

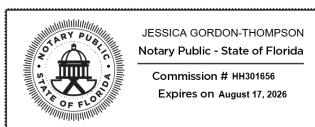
**PUBLISHER ID:** COL-ND-2349

**NOTICE NAME:** 26.02 - Vehicles - Bismarck

**Publication Fee:** \$78.66

*Anjana Bhadoriya*

(Signed) \_\_\_\_\_



**VERIFICATION**

State of Florida  
County of Orange

Subscribed in my presence and sworn to before me on this: 10/09/2025

A handwritten signature in blue ink, appearing to read "J. Gordon-Thompson".

Notary Public  
Notarized remotely online using communication technology via Proof.

**RFP 26.02 - Vehicles**

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies for **RFP #26.02 - Vehicles**.

Solicitation documents may be obtained by registering for free with **CPC on Public Purchase** ([www.publicpurchase.com](http://www.publicpurchase.com)). Documents will be available on October 6, 2025.

**Proposals are due no later than 10:00 a.m. CT on November 3, 2025.**

All proposals must be uploaded to Public Purchase. Late proposals will not be considered.

10/1, 10/8 - COL-ND-2349



Forum Communications Company

MN Affidavit No. wbMnd60jmMfDA1TuS92a

## AFFIDAVIT OF PUBLICATION

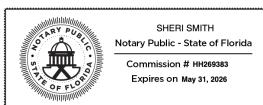
State of Florida, County of Broward, ss:

Ankit Sachdeva, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of the The Forum of Fargo-Moorhead (MN), a newspaper printed and published in the City of Moorhead, County of Clay, State of Minnesota.

1. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and the day of the week upon which the public notice attached/copied below was published in the newspaper are as follows: Wednesday, October 1, 2025, Wednesday, October 8, 2025
4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows: \$25.00 per column inch.
5. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in CLAY County. The newspaper complies with conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

*Ankit Sachdeva*

(Signed) \_\_\_\_\_



### VERIFICATION

State of Florida  
County of Broward

Subscribed in my presence and sworn to before me on this: 10/13/2025

*S. Smith*

Notary Public

Notarized remotely online using communication technology via Proof.

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies for **RFP #26.02 – Vehicles**.

Solicitation documents may be obtained by registering for free with **CPC on Public Purchase** ([www.publicpurchase.com](http://www.publicpurchase.com)). Documents will be available on October 6, 2025.

**Proposals are due no later than 10:00 a.m. CT on November 3, 2025.** All proposals must be uploaded to Public Purchase. Late proposals will not be considered.  
(Oct. 1 & 8, 2025)

# Proposals Requested by the: **Cooperative Purchasing Connection**

## **RFP #26.02 – Vehicles**

CPC is seeking to award to an experienced Suppliers(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of quality, current make/model manufactured vehicles, upfitting products and services, at consortium level discounted pricing. Vehicles, products and services may include but are not limited to the following categories: cars, sedans, vans, 10-passenger vans; electric & hybrids vehicles; utility vehicles; light and medium duty trucks; upfitting products and services (plows, lights, mounts, racks, etc.).

**Due: 10:00 a.m. CT on November 3, 2025**

**Suppliers will submit questions and proposals online via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com))**

**RFP Facilitator:**  
Amy Lohse  
Procurement Specialist

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## I. Introduction to CPC

The Cooperative Purchasing Connection (CPC) is a joint powers group of local governmental agencies and service cooperatives in Minnesota, organized pursuant to Minnesota Statute §123A.21. CPC obtains the legal authority to develop and offer, among other services, cooperative procurement services to members and participants. Eligible and existing participants include state, city, and county governments, tribal nations, government agencies, public and non-public educational agencies, colleges, universities, nonprofit (501(c)(3)) organizations, and other entities contracted on behalf of an agency.

Participation in the resulting contract(s) is open to government and nonprofit agencies across the United States.

In addition, the North Dakota Educators Service Cooperative (NDESC) is a joint powers group organized under the provisions of Chapter 54-40.3 of the North Dakota Century Code. NDESC holds a joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, Minnesota, to provide purchasing contracts to its participating agencies. South Dakota participating agencies may also utilize CPC's purchasing contracts pursuant to South Dakota State Statute §5-18A-37.

Montana Cooperative Services (MCS) is a partnership program provided by the Montana Rural Education Association (MREA) and the Montana School Boards Association (MTSBA). MCS operates a cooperative purchasing program under Montana statute 20-9-204 MCA. Schools, cities, counties, and other nonprofit agencies are eligible participants.

Collectively, CPC, NDESC and MCS are co-soliciting the products and services on behalf of their participating agencies. CPC will act as the lead agency while the intent of the solicitation is to provide vehicles and services to agencies in Minnesota, North Dakota, South Dakota, and Montana. Herein, CPC will include MCS.

LCSC provides the administrative functions of CPC and NDESC. Administrative functions include, but are not limited to, bid and contract research, contract development, negotiations, fiscal reporting agent, marketing contract promotion and agency support services.

Through the combination of purchasing power, CPC's objective is to achieve cost savings through a single competitive solicitation process. This process eliminates a Supplier from responding to multiple quotes and proposals allowing for the reduction in administrative and overhead costs through CPC's purchasing procedures. CPC will collaborate closely with the Supplier to market the contract not only to participating agencies but also to potential agencies where the contract would be an advantageous option for growing participation and purchases through the Supplier.

## II. Solicitation Description

CPC is seeking to award to an experienced Supplier(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of quality, current make/model manufactured vehicles, upfitting products and services, at consortium level discounted pricing. A qualified Supplier shall have established an aggressive discount from Manufacturer's Suggested Retail Price (MSRP). Discounts may be submitted for an entire catalog or for specific product categories or manufacturer categories. Vehicles and upfitting products and services may include, but not limited to the following categories:

1. Cars, sedans;
2. Vans, 10-passenger;
3. Electric & hybrid vehicles;
4. Utility vehicles;
5. Light and medium-duty trucks;
6. Upfitting products and services (passenger van conversion, plows, lights, mounts, racks, etc.).

This RFP is not intended for the purchase of school buses.

A highly qualified Supplier is one that can provide a comprehensive catalog of offerings, ensuring a wide range of options that meet the diverse needs of participating agencies.

CPC reserves the right to award this solicitation to one or more Suppliers based on evaluation factors, geographic service coverage, and the overall benefit to participating agencies. Awards may be made to multiple Suppliers when it is in the best interest of participating agencies, including distinctions based on product and service offerings. Designated Suppliers must adhere to all terms outlined in this solicitation.

CPC encourages providers of all manufacturers/brands to bid, providing the following criteria are met:

1. Guaranteed pricing discounts.
  - a. Pricing discounts offered on a full range of quality products and supplies.
  - b. Pricing discounts held firm for the duration of the contract term.
2. Warranty protection.
3. Training and support, when applicable.
4. Installation, when applicable.

Suppliers who meet any or all of the above-mentioned must complete the required documents to be considered a responsive and responsible Supplier.

The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Historically, from January 1, 2022 through June 30, 2025, CPC participating agencies have purchased just under \$22.2 million in vehicles. All quantities or dollar values listed within this solicitation are estimates.

Numerous factors could cause the actual value of the contract(s) resulting from this solicitation to vary from the historical value. Such factors include, but are not limited to, the following:

1. There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases; and
2. The individual value of each contract is indeterminate and will depend upon actual participating agency demand, and actual quantities ordered during the contract period.
3. If actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates.

By submitting a response, the Supplier acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting contract(s) could vary substantially.

### **III. Responding Minimum Qualifications**

All submittals must contain answers, responses and/or documentation to the information requested herein. Any submittal failing to provide the required information and/or documentation will be considered non-responsive. A submittal considered non-responsive may result in possible disqualification for consideration of a solicitation award.

Responding Suppliers must communicate and demonstrate their experience, ability, capacity, and available resources to provide products and/or services to participating agencies as described in this solicitation. CPC reserves the right to accept or reject any Supplier's proposal failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

## IV. General Specifications

An attempt has been made to standardize the language used in this solicitation. The words "must," "shall," "mandatory" and the phrase "it is required" are used in connection with a mandatory specification. The words "should" and "may" are used in connection with a specification that is desirable.

1. The Supplier must have access to a full inventory of the proposed product line(s) while maintaining a minimum monthly average fill rate of 95% or above. Items that are reordered, backordered, or partially filled are not considered filled items when calculating this service level.
2. The Supplier must provide participating agencies who have questions, issues, and/or concerns with an efficient response; responding to agencies within 24 business hours.
3. All equipment, supplies, parts, and all related accessories that can be purchased must be new and actively marketed products by the manufacturer's authorized dealers.
4. All equipment, supplies, parts, products, etc. will meet applicable current industry standards and health and safety standards.
5. Recalls
  - a. The Supplier must notify CPC and their participating agencies of any product recalls.
  - b. The Supplier will issue a credit or comparable substitute for any delivered, recalled product at the agency's discretion.
  - c. All costs associated with voluntary and involuntary product recalls shall be borne by the Supplier.
6. Maintenance Plans
  - a. The Supplier may offer pricing for maintenance for all equipment listed under the solicitation and include it in pricing proposals to participating agencies if requested.
  - b. The Supplier providing maintenance and repair options must provide and clearly state, pricing, and terms of the various plans in their submission.

## V. Technical Specifications

1. All vehicles sold under the resulting contract shall be the manufacturer's current or active production models, new and untitled and must include Original Equipment Manufacturer (OEM) equipment and options.
2. Optional equipment and accessories shall be original equipment from the manufacturer and must meet all state and federal regulations.
3. Vehicles sold through the resulting contract must meet and exceed all Federal Motor Vehicle Safety Standards (FMVSS) and the National Highway Traffic Safety Administration (NHTSA).
4. States' political subdivisions are exempt from Federal Excise Tax. Some participating agencies are nonprofit, educational agencies or health institutions (authorized by state statute to participate in cooperative purchasing) and may not be exempt. A participating agency will make every effort to report such facts to the Supplier.
5. It will be the responsibility of the Supplier to assure that any recall notices, technical service bulletins, or notifications from the factory are sent to the purchasing agency in a timely manner.
  - a. Suppliers must notify CPC and CPC's participating agencies immediately of any equipment or product recalls. The Supplier will issue a credit or comparable substitute for any delivered, recalled product at the participating agencies' discretion.
  - b. All costs associated with voluntary and involuntary equipment and product recalls shall be borne by the supplier.
6. All standard equipment as identified in the manufacturer's literature, data books, and fleet buyers' guide shall be furnished without additional cost on regular production vehicles.
7. CPC reserves the right to disallow any vehicle to be on contract that has been crash tested by the NHTSA or the Insurance Institute for Highway Safety (IIHS) and found to be unsafe for either the driver or passenger. In addition, any vehicle rated unsafe by an independent national consumer testing organization (such as Consumers Union) may be disallowed. The supplier agrees to

- immediately withdraw any such vehicle from the contact until the vehicle is in compliance or deemed safe by the government or the independent testing organization.
- 8. Unsafe is defined as when the passenger or driver is likely to suffer extreme physical harm or death in a collision similar to the test crash.
- 9. Montana Specific Requirements
  - a. Work with Montana participating agencies to determine the purpose for which the vehicle will be used.
  - b. When purchasing an applicable vehicle, comply with Montana [§20-10-101 \(4\)](#):
- 10. Warranty
  - a. The manufacturer's standard warranty shall be applicable to all purchases.
  - b. A copy of the warranty shall be provided by the Supplier to the purchasing agency.
  - c. Warranty time periods will commence when the vehicle is delivered to the ship-to address listed on the PO.
    - i. Drop shipments or direct delivery to the purchasing agency constitute a delivery.
  - d. The Supplier must assist the participating agency in reaching a resolution in a dispute with the manufacturer over warranty terms.

## VI. Design Layout and/or Installation Services

- 1. Pricing for design layout and/or installation will be by hourly rate or percentage of the project cost. The Supplier must outline all service charges for design and installation. If the Supplier charges for installation by a method other than hourly or percentage, a complete explanation, and breakdown of how charges are calculated must be included with the submission.
- 2. Prevailing Wage.
  - a. Minnesota: If the resulting contract involves a project erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State [Minnesota] funds, then pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all Suppliers and all tiers of subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the resulting contract. Failure to comply with the aforementioned may result in civil or criminal penalties.
  - b. If the contract is used outside of Minnesota and prevailing wage applies, contractors shall follow all applicable wage laws for that state.
  - c. For questions regarding prevailing wage laws, contact the applicable state's Department of Labor or equivalent.
- 3. Prevailing Wage/Davis Bacon [State & Federal Funds]. The Supplier's hourly price shall include, but is not limited to: wage requirements, equipment and tools normally associated with the removal and installation of goods and services. Due to wage rate requirements for State and Federal funded projects, the costs associated with labor may increase from contracted pricing.
- 4. The Supplier subcontractors will maintain in current status, all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services in response to this solicitation. This also includes any contractor's licensure as required by state law. The Supplier must have the ability to furnish all required labor, materials, equipment, parts and supplies necessary for the services requested within an agreed upon timeframe.
- 5. The Supplier will possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased.
- 6. Installation times will be coordinated with the purchasing agency. All areas will be kept clean and free of debris. Suppliers must be able to provide the purchasing agency with a list of responsibilities for installation, a minimum of five (5) business days prior to the start of installation.
- 7. All personnel that are working in participating agencies must be bonded, insured, and follow any and all participating agencies' requirements for contractors and subcontractors.
- 8. Subcontractors.

- a. The Supplier will not assign any duties to perform services nor to provide goods to purchasing agencies under this contract to a subcontractor that is not listed in the Subcontractor Utilization Form.
- b. If a subcontractor is removed from the contract agreement at any time, the Supplier will submit to CPC in writing the reason for removal and effective date.
- c. To add a subcontractor to the contract agreement, the Supplier must submit to CPC an updated Subcontractor Utilization Form. The subcontractor may not begin providing service until approved by CPC.
- d. The Supplier will be responsible for ensuring that all subcontractors who provide goods or services under the resulting contract agreement comply with the terms and conditions.
- e. CPC reserves the right to require that a subcontractor be removed from the contract.
- f. Any damage done to the participating agencies' property by contractors or subcontractors shall be repaired or replaced at no cost to the participating agency.

9. All services will be 100% guaranteed. Any service provided, which does not meet the end-users' expectations will either be redone until the end-users' expectations are met, or the charges for the services are refunded to the participating agency.

## VII. Pricing

- 1. Contract discounts and percentages must be held firm (for the duration of the model year) during the initial contract period. Additional discounts may be made to accommodate one-time bulk replacements, special promotions, or a large individual project. CPC may conduct periodic audits, and the Supplier will be responsible for full reimbursement for any overcharge to a participating agency.
- 2. The Supplier must provide discounted pricing on (all current vehicle makes/models available) and products available, and labor/services offered in this solicitation.
  - a. Pricing for vehicles shall include all "standard" features offered by the manufacturer including automatic transmission and the following:
    - i. All dealer profit and overhead;
    - ii. All dealer prep costs;
    - iii. All ordering processing costs;
    - iv. Manufacturer's Statement of Origin (MSO);
    - v. All pre-delivered and service "ready" requirements;
    - vi. At least one-quarter tank of fuel; and
    - vii. All delivery costs to the purchases (if applicable; all deliveries will be F.O.B. Destination, freight charges prepaid and allowed to the purchasing agency). The Supplier is not allowed to invoice for freight costs.
  - b. Discounts shall be a minimum and not subject to drop below the minimum listed discount off of MSRP.
- 3. Optional equipment may be allowed and shall be priced at the lowest manufacturer to dealer invoice price. Optional equipment and packages that are available from the manufacturer for the type of vehicle offered are to be listed as possible add-ons.
- 4. Except as restricted by the manufacturer in a fleet purchase, all factory incentives and rebates will be passed to the purchasing agency. All participating dealer rebates, year-end rebates, and other discounts offered to the general buying public will be available to the participating agency.
- 5. Any Supplier provided option must be priced separately and may only be included if specifically ordered by the participating agency. Under no circumstances may a participating agency be charged additional costs for items such as Added Dealer Profit (ADP), additional rust proofing, pinstripes, upholstery preservative, undercoating (or similar dealer packs), conveyance or document feeds, or advertising surcharges.
- 6. CPC may accept a future claim from the Supplier that a new threshold of performance or technology has been established. If CPC is satisfied with the evidence presented in support of the claim, appropriate pricing for such new technology may be established by applying the same pricing

method used by the Supplier in their submission. The Supplier must be able to verify the pricing calculation.

7. New products and services, pertaining to the scope of this solicitation, can be added during the course of the contract term with notice, as outlined below (see #8), to CPC. These items shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC may direct the Supplier to remove products that do not meet the intent or are otherwise in conflict with the contract requirements.
8. When a price list is revised (i.e., manufacturer) to add or delete (or release new models year(s)), products and accessories that result in revised contract pricing, the Supplier shall notify CPC in writing via email as follows:
  - a. Request will be on the Supplier's letterhead and emailed to CPC.
  - b. It is filed with CPC, a minimum of seven (7) business days before the effective date of the proposed change;
  - c. It clearly identifies the items impacted by the change and the cause for the adjustment.
  - d. It is accompanied by documentation acceptable to the RFP facilitator, as noted on the cover page of this solicitation, to warrant the change (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U, change in manufacturer's price, etc.).
  - e. CPC reserves the right to accept or reject such change and will confirm in writing. For contract administration purposes, CPC must be able to verify the manufacturer's current product price. Price increases that cannot be verified shall not be reflected on the contract nor charged to the participating agency.
9. CPC expects Suppliers to offer their very best prices to ensure the CPC contract provides value to its membership and is competitive. CPC allows a Supplier to lower prices for a participating agency when it benefits the agency and is based upon commitments and variables that may include but is not limited to: agency size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements.

## VIII. Taxes

1. Suppliers are expected to be fully knowledgeable of, and comply with, all applicable federal, state, and local tax laws, regulations, and codes in the jurisdiction(s) where vehicles are sold and delivered. It is the responsibility of the Supplier to ensure proper collection, remittance, and reporting of any required taxes in accordance with the laws of the state in which the vehicle is sold.
2. Taxes are not to be calculated into the cost of the vehicles being offered through this solicitation. Taxes will be calculated and invoiced, as applicable, as a separate line item on the invoice.
3. Participating agencies may choose to have the Supplier be responsible for licensing and transfer of title to the purchasing agency, the participating agency should include the excise tax in the money paid to the Supplier. The Supplier will pay the excise tax as well as any other registration and title fees to the states' motor vehicle registrar on the purchaser's behalf.

## IX. Freight and Delivery

1. Pricing for all vehicles shall be F.O.B. Destination, freight prepaid and allowed to the participating agency, regardless of the ship to location within the tri-state area and Montana.
2. The participating agency may elect one of the three (3) delivery options:
  - a. Take delivery at the Suppliers' location;
  - b. Take delivery through a dealership of their choosing (additional charges may apply); or
  - c. Have vehicle delivered directly to their location (additional charges may apply).
3. All vehicles, prior to delivery, must be completely serviced by the Supplier, or must be certified by the Supplier that service has been performed in accordance with the manufacturer's standard recommendations.
  - a. The vehicle must be in acceptable condition and contain a minimum of one-quarter tank of fuel.
  - b. Electrical powered vehicles shall have all batteries fully charged.

- c. Each vehicle must contain a pre-delivery check sheet showing which operations have been performed on the vehicle by the Supplier.
- d. All vehicles shall be equipped with two (2) full sets of keys at the time of delivery. Any special purpose keys (i.e. security systems, locks, trunk release, lights, panic button, etc.) shall be supplied in sets of two (2) at no additional cost.

4. All vehicles and products delivered must be new, undamaged, and fully functional. Any vehicle or product found defective, damaged, or nonconforming may be refused at delivery or must be replaced/repaired at the Supplier's expense, including shipping.

5. The MSO must be delivered with the vehicle.

- a. The participating agency shown must be the same as the bill-to address on the purchase order for licensing and recall notices.
- b. A copy of the confirming order, initialed by the Supplier must be delivered with the vehicle.

6. Upon delivery, the Supplier shall provide the participating agency with the following additional documents:

- a. Odometer statement;
- b. Warranty documentation;
- c. Manufacturer's invoice (unadulterated).

7. Supplier or dealer nameplates, decals, etc. denoting the selling dealer may not be affixed in any manner to any new model vehicle delivered.

8. All deliveries shall be made during normal business hours.

9. The Supplier shall provide the purchasing agency with a minimum of 72-hour notification prior to delivery allowing the participating agency enough time to inspect the vehicle.

- a. This inspection will be made to check workmanship, specifications and compliance with manufacturer's make-ready procedures and will not preclude or replace final inspection and approval of the using agency.

10. CPC participating agencies shall be relieved from risks or loss or damage to all vehicles purchased or leased during shipment prior to receipt at the agencies' designated location. CPC participating agencies will be responsible for risks of loss or damage to the vehicle once it has been delivered and accepted by the agencies' representative. Suppliers shall demonstrate they have informed the customers of this responsibility prior to order placement.

11. All billings and invoices shall identify the specific vehicle, added accessories and option, and include the name of the vehicle, model number, and vehicle identification number (VIN).

12. If requested, the Supplier is responsible for licensing, registration, and transfer of title to the purchaser. All applicable document costs shall be billed at the current rates published by the respective state Department of Public Safety. If the participating agency desires to have the Supplier process the required paperwork for licensing, registration, and title transfer, the cost to process the paperwork must be mutually agreed to by the participating agency and the Supplier. The mutually agreed cost must be detailed as a separate line item on the purchase order and the invoice.

- a. As stated in Minn. Stat. § 168.092, subd. 1 and 2: The motor vehicle registrar may issue a permit to a person purchasing a new or used motor vehicle in Minnesota for the purpose of allowing the purchaser a reasonable time to register the vehicle and pay fees and taxes due on the transfer. The permit is valid for a period of 21 days. The permit must be in a form as the registrar may determine and, whenever practicable must be posted upon the left side of the inside rear window of the vehicle. Each permit is valid only for the vehicle for which issued. The registrar may issue a quantity of permits to licensed dealers. When issuing a permit, the dealer shall complete the permit in the manner prescribed by the department. One copy of the permit shall be retained in sequential order in the dealer's files.

## X. Ordering Methods

1. The Supplier will communicate with participating agencies any current order cut-off dates for each make/model for which they may be interested in ordering. Participating agencies shall be notified from the Supplier that an order placed at a later date may not be accepted by the manufacturer.

2. All orders are to be placed directly with the Supplier. The Supplier may offer a variety of options for agencies to place orders. The Supplier will make all deliveries and installation of products and services. CPC will not warehouse items or provide services.
3. All final price quotes provided to the participating agency, if requested, must include a dealer's print-out for each model requested, showing how the vehicle is equipped. All quotes will reflect the pricing offered through this solicitation and resulting contract. The Supplier must indicate the lead time for delivery to the purchasing agency at the time the order is placed.
4. The Supplier must accept all orders and provide a confirmation to the participating agency within 72 hours after the order is placed and must include an estimated delivery date for any optional equipment. The Supplier will be required to provide status updates to the purchasing agency.
5. Participating agencies may use two (2) different payment methods when placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined (see Supplier Questionnaire).
6. A PO may be issued to the Supplier on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicates that sufficient funds have been obligated toward the purchase.
7. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
8. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.
9. When applicable, an online catalog for order entry must be provided for use by and suitable for participating agencies' needs. The online catalog will note product discounts and, if applicable, the differing discounts for catalog categories awarded.

## XI. Payment

1. Participating agencies using the resulting contract Agreement will make payments directly to the Supplier.
2. Payment terms will be defined by the Supplier in their response.
  - a. Suppliers are encouraged to offer payment terms through procurement card (P Card) services, if applicable.
  - b. Payments shall be made after satisfactory performance, following all provisions thereof, and upon receipt of a properly completed invoice.
  - c. Where a question of quality is involved, payment in whole or part against which to charge back any adjustment required shall be withheld at the direction of the participating agency. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the participating agency of taking such a discount.
  - d. Payments for the used portion of inferior delivery will be made by the participating agency on an adjusted price basis.
3. The Supplier will submit invoices to the participating agencies clearly stating, "Per CPC Contract."
4. The shipment tracking number or pertinent information for verification shall be made available upon request.
5. Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.

## XII. Advertising and Marketing

1. The Supplier will provide sales and marketing representation that is able to educate, introduce and demonstrate products and/or services to CPC's participating agencies.
2. The Supplier will be able to assist in developing marketing materials that support the contract.
3. The Supplier will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. The services offered must be appropriate and adequate to ensure a successful contract agreement.

4. All promotional marketing materials must have the prior approval of CPC before distribution and must include the CPC logo and pertinent contract information.
5. Upon award and completion of the Supplier orientation, CPC will promote the contract opportunity via its websites. CPC will also announce the new partnership through various marketing channels. Contracts may also be promoted at applicable trade shows, conferences, and meetings.

### XIII. Timeline

Date/Time	Event
October 6, 2025	Publication of Solicitation
October 13, 2025, @ 10:00 AM CST	Non-Required Conference Call
<b>October 20, 2025</b>	<b>Deadline for Suppliers to Submit Questions</b>
<b>November 3, 2025, @ 10:00 AM CST</b>	<b>Deadline for Submission</b>
November 17, 2025	Contact Supplier/Award(s) Made
January 1, 2026	Initial Start of Contract Term

### XIV. Non-Required Conference Call

A virtual conference will be held allowing Suppliers to ask questions and address concerns and/or issues they may have relating to the solicitation. The conference call will not be recorded and the use of AI notetaking will not be permitted.

To attend the conference call, visit:

<https://us02web.zoom.us/j/82851625118?pwd=aJI1THt5dfafMeNW2Q8UGvbLwA1i77.1>.

1. **Dial-in Number:** 1 646 931 3860
2. **Meeting ID:** 828 5162 5118
- Passcode:** 8gi1Wz

### XV. Method of Evaluation

This solicitation will be evaluated based on the combined factors outlined below. Evaluation criteria include supplier qualifications and experience, quality and variety of product selection, pricing, services and support, and ease of ordering. No single factor will determine the final award decision.

	Points Available
<b>Minimum Qualifications</b> <i>See section "III. Responding Minimum Qualifications" for criteria.</i>	Pass/Fail
<b>Technical Proposal</b> <i>Considers responses to company information, qualifications and experience, performance capability, products and services offered, value adds, exceptions and deviations, and additional requirements.</i>	300
<b>Pricing Proposal</b> <i>Considers Make/Model Manufacturer discount price schedule, services, and overall value.</i>	200
<b>Total Points</b>	<b>500</b>

As a part of the process of determining responsible respondents, CPC may request reports that describe the financial soundness of your organization. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

**Best and Final Offer (BAFO):** CPC may request a BAFO if additional information or modified terms are necessary for the evaluation committee to complete its evaluation and ranking. CPC will set a date and time for the submission of BAFO proposals. The BAFO will be limited to specific sections of the RFP or proposal identified by CPC. A BAFO will not be used solely to reduce pricing. If a BAFO is requested, all short-listed Suppliers or, if the short-list process is not used, all qualified Suppliers will be provided an opportunity to submit a modified response. Only one BAFO request will be issued by CPC. The information received from the BAFO will be used by the evaluation committee to re-rank the Suppliers. If a Supplier does not submit a BAFO proposal or a notice of withdrawal, the Supplier's previous proposal is considered the Supplier's BAFO. CPC reserves the right to proceed directly to negotiations with the highest ranked proposers immediately following the initial submission and evaluation of proposals.

**Contract Development:** Following the final evaluations, contract offer and award, and contract negotiations, CPC will develop a Master Contract Agreement with the most highly qualified Supplier(s). If a satisfactory contract cannot be developed with the most highly qualified Supplier(s) the second most qualified Supplier(s) may then be approached to develop a contract.

**Solicitation Debriefing:** A supplier that did not receive an award may request a debriefing to be scheduled with CPC after the solicitation process has been completed and a Master Contract Agreement with the awarded Supplier(s) has been executed. Debriefings are not forums for protest, negotiation, or argumentation, but are learning opportunities for unsuccessful Suppliers.

Debriefings will be conducted via a virtual meeting and will be limited to the requesting supplier's own proposal. Comparative evaluation information or confidential data about competing proposals will not be shared.

## XVI. Solicitation and Submittal Procedures

**Public Purchase:** All solicitations can be found on Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). All solicitation activity is time-stamped and logged as part of the solicitation process.

### Submission of Proposals:

1. All proposals must be submitted electronically via Public Purchase. Hardcopy proposals are invalid and will not receive consideration.
2. It is the Supplier's responsibility to completely upload and submit a response by the submission deadline, as described in the solicitation.
  - a. If the proposal has not completed its upload to Public Purchase by the submission deadline, the Public Purchase system will not accept the proposal.
  - b. If any issues occur during the upload of the proposal, Suppliers should contact Public Purchase for immediate technical support.
  - c. The data included in the submission will not be password protected.
3. CPC does not consider any information submitted in the General Notes section of Public Purchase when evaluating.
4. Submission checklist:

Document Title	Instructions
<b>1. Part 1 – RFP</b> Provided as a PDF.	Retain for your records.
<b>2. Part 2 – General Terms and Conditions</b> Provided as a PDF.	Retain for your records.
<b>3. Part 3 – Questionnaire</b> Provided as a Word document.	<b>Submit as one (1) PDF.</b> Include company name in the file title.

<b>4. Part 4 – Forms &amp; Signatures</b> Provided as a PDF.	<b>Submit as one (1) PDF, signatures required.</b> Include company name in the file title.
<b>5. Part 5 – Pricing Schedule</b> Provided as Excel document.	<b>Submit as Excel document.</b> Include name of company in the file title.
<b>6. Part 6 – Certificate of Insurance (COI)</b>	<b>Submit as PDF</b> Include name of company in the title. <u>CPC must be identified as a certificate holder.</u>
<b>7. Business Type/Classification Documentation.</b>	<b>Submit as PDF.</b> Include name of company in the title. See Part 3 – Questionnaire for details.
<b>8. Exhibit A – State Business/Dealers License</b>	<b>Submit a PDF copy.</b> Include name of company in the title. See “Additional Requirements” in Part 3 – Questionnaire for details.
<b>9. Exhibit B – Authorization to Act as a Dealer</b>	<b>Submit a PDF copy.</b> Include name of company in the title. See “Additional Requirements” in Part 3 – Questionnaire for details.

**Questions:** Requests for additional information, clarifications, interpretations, or questions shall be promptly asked via Public Purchase. CPC will respond via Public Purchase as laid out in the solicitation documents.

**Addenda:** Addenda are written instruments issued by CPC which modify or interpret the solicitation documents by additions, deletions, clarification, or corrections. All addenda issued by CPC shall become a part of the specifications and will be made part of the contract. Addenda will be sent automatically through Public Purchase; being logged and tracked within the system. Interpretations, corrections, or changes made in any other manner will not be binding, and Suppliers shall not rely upon such interpretations, corrections, and changes. Answers to questions or addenda will be issued no later than five (5) business days prior to the submission deadline, except an addendum withdrawing the proposal or one which includes postponement of the submission deadline.

**Late Submittals:** Submittals will not be allowed to be submitted or uploaded after the due date and time set by CPC. It is the respondent’s responsibility to ensure that submittals are received by the due date and time listed.

**Modifications or Withdrawal of a Proposal:** A proposal may not be modified, withdrawn or canceled by the Supplier for a period of one hundred twenty (120) days following the submission deadline of the proposal, as each Supplier so agrees in submitting a proposal. Prior to the submission deadline, any proposal submitted may be modified or withdrawn within Public Purchase. Withdrawn proposals may be resubmitted within Public Purchase prior to the submission deadline provided that they are in full conformance with this solicitation.

**Rejection of Any or All Proposals:** CPC reserves the right to reject any and all bids/proposals, to waive any informality, or to accept/reject any items listed in the pricing schedule in the best interest of CPC and its participating agencies.

**Opening of Proposals (Opening Record):** Proposals that have been submitted on time will be opened after the submission deadline. An opening record of the proposals received will be made available.

## XVII. Solicitation Terms and Conditions

**Performance Bond (*for construction and/or installation related projects*):** A performance bond is held between the awarded supplier and a participating agency, and will be required:

1. As defined by all applicable state statute(s) where the project is being conducted.
2. As required by the participating agency.

All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Supplier and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Supplier will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Supplier unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Supplier for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Supplier with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Supplier.

The Supplier will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Supplier. Work will not commence between the Supplier and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC via email ([info@purchasingconnection.org](mailto:info@purchasingconnection.org)). The Supplier will be responsible for providing CPC with a copy of all contracts and bonds in accordance with CPC purchasing procedures. Should the Supplier fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Supplier's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

**Other Bonds:** An awarded supplier will supply additional bonds as required based on federal law, state law, or participating agency policy.

**Additional Terms and Conditions/Participating Addendum:** Participating agencies and a Supplier may negotiate additional terms and conditions as necessary to complete a purchase. These may include, but are not limited to:

1. Industry specific requirements
2. Legal obligations
3. Specific local/board policy provisions

Some participating agencies may also require a Participating Addendum (or equivalent) with terms negotiated directly between them and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any additional negotiated terms and conditions must not be less favorable to the participating agency than the terms outlined in this solicitation.

**Certificate of Insurance:** The Supplier must purchase, maintain and provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and

other insurance coverage required by and applicable to each of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. **The Supplier must provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder."** Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. COIs must be updated and sent electronically to CPC upon coverage renewal. The Supplier must meet the following minimum coverage requirements:

1. Commercial General Liability: \$1,000,000 each occurrence, \$500,000 annual aggregate
2. Automobile Liability: \$1,000,000 each occurrence
3. Workers Compensation: \$100,000

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

**Binding Contract:** A response to this solicitation is an offer to contract with CPC based upon the terms, conditions, the scope of work, and specifications contained in the solicitation. The Supplier acknowledges that the Contract Offer and Award binds the party to all terms and conditions stated in the proposal.

**Notification of Intent to Award:** An award notification will be made as outlined in the solicitation documents. The actual award is subject to the successful negotiation of a mutually accepted Master Contract Agreement and approval by the CPC Board of Directors.

**Contract Term:** The term of the contract resulting from this RFP will be from January 1, 2026 through December 31, 2028. The contract may be extended for one (1) additional 24-month period, based on successful performance. CPC may grant an extension under certain criteria and conditions. CPC evaluates and reviews all contract agreements. CPC has established a set of performance criteria that will be used in the Supplier evaluation. Performance criteria will include:

1. Contract start-up and communication
2. Partnership responsiveness with CPC
3. Participating agencies evaluation(s)
4. Volume, sales, and competitiveness
5. Marketing

**Administrative Fee:** The Supplier will be required to pay a two (2.0%) percent administrative fee on the total sales price of all purchases shipped and billed to participating agencies. This fee is used to cover CPC's program costs, including the cost of conducting the solicitation, continuing support of the contract, and marketing the contract to participating and potential agencies. Administrative fees shall be paid to CPC quarterly, within 20 business days after the end of each fiscal quarter.

Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment.

**Sales Reports Required of the Supplier:** The Supplier will provide CPC with a quarterly report listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies, the administrative fee calculations, and the correlating savings incurred by participating agencies. CPC's fiscal year is July through June and fiscal quarters are July – September; October – December; January – March; and April – June. CPC may also request reports on commonly purchased items or top-selling items to create or update a market basket or core list of commonly purchased items. All reports must be submitted in MS Excel within 20 business days after the end of each fiscal quarter, listing the following information:

1. Name of purchasing agency

2. Address of purchasing agency (city, state, zip code)
3. Date of purchase
4. Invoice number
5. Amount of purchase
6. Administrative fee generated by the sale
7. Savings generated by the sale

## XVIII. Appendix A: New Award Onboarding Checklist

The following process will commence once the Master Contract Agreement has been executed.

Task Description	Completed By
<b>1. CPC Supplier Orientation</b> Discuss expectations Establish contacts, people, and roles Discuss the reporting process and requirements Discuss sales and ordering process Outline kick-off plan; marketing needs Establish a Webinar training date, if applicable	CPC & Supplier
<b>2. Sales Training and Roll Out</b> CP Personnel Briefing; possible webinar training Marketing information sent to CPC	CPC to Coordinate with Supplier
<b>3. Express Store (if applicable)</b> Initiate IT/eProcurement contact Supplier works with CPC's eProcurement marketplace supplier to create a store (cXML or catalog). Review and test Store Functionality Announce Store Availability	Supplier
<b>4. Marketing - CPC</b> Connect with CPC marketing team Award announcements Supplier profile page <i>*All materials will be approved by Supplier prior to disbursement</i>	CPC
<b>5. Marketing - Supplier</b> General announcement Sales/Account team training; contract highlights including pricing schedule  <i>*All materials will be approved by CPC prior to disbursement</i>	Supplier
<b>6. Management Strategies</b> Review kickoff and roll-out plan Discuss and establish target communication strategy	CPC & Supplier
<b>7. Annual Evaluation</b>	CPC & Supplier

## General Terms & Conditions

The Cooperative Purchasing Connection (CPC) may make amendments to the General Terms and Conditions when CPC determines that such amendments are in the best interest of its participants. All amendments will be agreed upon between the Parties. Submittals by a Supplier certify that they have read the General Terms and Conditions and understand that they apply to all purchases under the resulting contract(s).

**Alcoholic Beverages, Substance Use, and Weapons:** A Supplier shall not permit its personnel or any subcontractor to possess upon school property any alcoholic beverages, illicit/non-prescribed drugs, tobacco products, or weapons. All personnel must follow all local substance rules and conduct (dress code, language, parking, etc.) policies while on school premises. Any actions involving, or possession of, any of the aforementioned items while on school property may cause a cancellation of any Agreement, at no cost to CPC and its participating SFAs. Criminal charges may apply.

**Assignees, Mergers, Dissolution and Successors:** If the original vendor partner sells or transfers all assets or the entire portion of the assets used to perform this contract, the Offeror agrees that during the term of the contract, it will adhere to the terms and provisions of said contract. The parties will be bound by and inure to the benefits of the successors and the respective parties involved. CPC reserves the right to recommend approval, acceptance, or rejection of the new party. A simple change of name agreement will not change the contractual obligations of the Vendor Partner.

**Assignment:** Any contract awarded under the conditions of this solicitation shall be for the use of organizations eligible for participation. Any eligible agency may participate (piggyback) with this contract at its discretion, with the consent of the Supplier. The Supplier must seek approval from CPC before utilizing the contract with another eligible agency. CPC has partnerships with consortiums across the United States. CPC will work with the Supplier to make such connections should the Supplier want to piggyback the contract as a vehicle for additional sales. All requirements of this solicitation will apply to all participating eligible agencies. Agencies participating in this contract shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold CPC harmless from any disputes, disagreements, or actions which may arise as a result of using this contract.

**Audit:** Under applicable law, the Supplier will agree that members of CPC's purchasing team may audit their records to establish that total compliance of the agreement is met. CPC will ask participating agencies for invoices showing purchases from the Supplier. The Supplier will agree to provide verifiable documentation of all purchases made by said agencies and will make every reasonable effort to resolve discrepancies fairly and equitably to the satisfaction of both CPC and the Supplier. CPC will require a refund to the agencies involved if any difference in price is found and will also require payment of any administrative fees due resulting from sales that were not listed on the sales report(s). CPC will give at least five (5) calendar days' notice of an audit. The audit will be conducted at a reasonable place and time.

**Awarded Supplier:** The Respondent(s) chosen by CPC to provide goods and/or services to participating agencies.

**Awards:** Awards will be made with reasonable promptness and by written notice to the successful Supplier; solicitation responses are considered to be irrevocable for a period of one hundred twenty (120) days following the solicitation opening unless expressly provided for to the contrary in the solicitation and may not be withdrawn during this period without the express permission of CPC.

1. CPC reserves the right to determine those offers which are responsive to the solicitation, or which otherwise serve its members' best interests.

2. CPC reserves the right, before making an award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the Supplier meet the requirements outlined in the proposal and specification and are ample and sufficient to ensure the proper performance of the contract in the event of an award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, CPC may reject such offer. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon CPC to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the Supplier from fulfilling all requirements and conditions of the contract.
3. Qualified or conditional offers which impose limitations of the Supplier's liability or modify the requirements of the solicitation, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by CPC may, at the option of the CPC, be:
  - a. Rejected as being non-responsive, or
  - b. Set aside in favor of the CPC's terms and conditions (with the consent of the respondent), or
  - c. Accepted, where CPC determines that such acceptance best serves the interests of participating agencies and CPC.

Acceptance or rejection of alternate or counteroffers by CPC shall not constitute a precedent that shall be binding on successive solicitations or procurements.

4. CPC reserves the right to determine the responsibility of any Supplier for a particular procurement.
5. CPC reserves the right to reject any responses in whole or in part, to waive technical defects, irregularities, and omissions, and to consider past performance of the offeror wherein its judgment the best interests of participating agencies will be served by so doing.
6. CPC reserves the right to make awards by items, group of items or on the total low response for all the items specified as indicated in the detailed specification unless the Supplier specifically indicates otherwise in their response.
7. Preference may be given to responses on products raised or manufactured in the state, other things being equal.

**Confidential Information:** CPC is a public entity; the information contained in the proposals shall be considered public information under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 et. seq. No part of a proposal shall be treated as confidential unless so designated, by the Supplier submitting the proposal, as trade secret information having met the criteria under Minnesota Statutes § 13.37 Subd. 1(b) and other applicable laws. Any data claimed by the Supplier submitting the proposal to be trade secret data must be marked "proprietary and confidential." Should a challenge occur to said Supplier's designation of data as "proprietary and confidential," the Supplier shall indemnify and hold CPC harmless for any attorney's fees, costs, penalties, or losses associated with such designation. CPC makes no representations to any Supplier regarding their designation of data as "proprietary and confidential." CPC designates the sales reports and administrative fee data, references in this solicitation, as confidential. Therefore, under no circumstances, release this data to any entity other than CPC. CPC, however, is a government entity, is required to, upon request of any individual organization; make this information available to the person(s) requesting to contact the CPC department.

**Costs of Preparation:** All costs associated with the preparation, development, or submission of a response or other offers will be borne by the Supplier. CPC will not reimburse any Supplier for such costs.

**Default Contract:** The resulting contract shall be the default contract. All participating agencies' purchases will receive the pricing described in this contract and CPC will receive credit for those purchases made by participating agencies.

**Express Online Marketplace:** CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for

many of CPC's commodity-based contracts. A Supplier does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Supplier to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

**Entire Agreement:** The Master Contract Agreement, shall constitute the entire and exclusive agreement between CPC and any Supplier receiving an award. In the event of any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

1. Each proposal will be received with the understanding that the acceptance, in writing, by contract or purchase order by the participating agency of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Supplier and the participating agency. This shall bind the Supplier to furnish and deliver at the prices following the conditions of the said accepted proposal and detailed specifications and the participating agency to pay for at the agreed prices, all materials, equipment, supplies, or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on purchase orders issued by the participating agency to the Supplier.
2. No alterations or variations of the terms of the contract shall be valid or binding unless submitted in writing and accepted by CPC. All orders and changes thereof must originate from the participating agencies: no oral agreement or arrangement made by a contractor with an agency or employee will be binding on CPC and may be disregarded.
3. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless
  - a. Terminated prior to the expiration date by satisfactory delivery against orders of entire quantities, or
  - b. Extended upon written authorization of CPC and accepted by the Supplier, to permit ordering of the unordered balances or additional quantities at the contract price following the contract terms, or
  - c. Canceled by CPC following other provisions stated herein.
4. It is mutually understood and agreed that the Supplier shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of CPC.
5. If subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the Supplier shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the Supplier and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to CPC, and expressly accepted.

**Federal Uniform Guidance:** By entering a contract, the Supplier agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 C.F.R. § 200 et. seq. (See Supplier Forms and Signatures).

**Fiscal Year:** a fiscal year is defined as July 1 through June 30 of the following calendar year. The fiscal quarters end on September 30, December 31, March 31, and June 30.

**Force Majeure:** Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public enemy; pandemics; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by government

authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

A Supplier requesting relief under this provision must adhere to the following conditions prior to the price of any product being adjusted:

1. A formal, written request for a price increase must be submitted by the Manufacturer to CPC prior to the price change taking effect. CPC must approve the request. The request will include the Force Majeure cause substantiating the reason the relief is being requested.
2. Adequate documentation to substantiate the request must be included.
3. Failure to comply with provisions of the Force Majeure shall be cause for a request to be denied.

**Governing Law:** This resulting contract award shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota.

**Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. All legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.

**Hold Harmless:** All parties agree to hold the other harmless from any claims and demands of participating agencies which may result from the negligence of the other in connection with their duties and responsibilities under this agreement unless such action is a result of intentional wrongdoing of the other party.

**Leasing and Rental Agreements:** The Supplier may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC must receive a report annually, summarizing the executed lease purchases along with a summary of the participating agencies' purchases. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Supplier and the participating agency. The Supplier agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Supplier should attempt to work with CPC's current leasing Supplier. Note, the current leasing Supplier may require a minimum purchase amount to begin the leasing process. Should the Supplier be required to utilize their own financial leasing company, this should be noted/requested as an exception.

**Minority and Women-Owned Business:** CPC intends to undertake every effort to increase the opportunity for utilization of minority and women-owned businesses in all aspects of procurement. In connection with the performance of this solicitation, the Supplier agrees to use their best effort to carry out this intent and ensure that minority and women-owned enterprises shall have the maximum practicable opportunity to compete for subcontract work under this solicitation consistent with the efficient performance of this solicitation. CPC desires to promote wherever possible equitable opportunities for minority and women-owned businesses to participate in the services associated with this solicitation.

**New Agency Notification:** CPC will email the current participating agency list to the Supplier each quarter. Those agencies not renewing their participation must not receive CPC agency pricing/discounts.

**Notices:** Notices permitted or required to be given hereunder shall be deemed sufficient if given by written email addressed to the following recipients of the parties, or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given. Notices shall be sent to [info@purchasingconnection.org](mailto:info@purchasingconnection.org).

**Patent Indemnification:** The Supplier agrees to hold harmless CPC, its successors, assigns, customers and the users of its products from any liability of any nature or kind for use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract agreement, for which the contractor is not the patentee, assignee or licensee.

**Participating Agency:** A participating agency shall be defined in accordance with the Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11, North Dakota Century Code Chapter 54-40.3, and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that the entity is required to follow state and local procurement regulations.

**Party:** The name given to either organization who enters into a contractual agreement.

**Protests:** Vendors wishing to protest an award decision must submit a written protest delivered to the address listed below, and it must be received within seven (7) calendar days of the award notice email, fax, or telephone protests will not be accepted.

To be considered valid, a protest must include:

- Name, address, and telephone number of the protestor
- Signature of an authorized representative
- Specific grounds for the protest with clear factual support
- Reference to the specific solicitation and sections being contested
- 

Protests that fail to meet ALL the above requirements will be dismissed without review. Protests that merely request a re-evaluation of a proposal's scoring or content without identifying a violation of procurement procedures or applicable law will not be considered.

Send all protest correspondence to:

Cooperative Purchasing Connection  
1001 E. Mount Faith  
Fergus Falls, MN 56537  
Attn: Director of Cooperative Purchasing Connection

The decision of the agency regarding any protest is final.

**Relationship of Parties:** No contract agreement resulting from this solicitation shall be considered a contract of employment. The relationship between CPC and the Supplier is one of the independent contractors each free to exercise judgment and discretion concerning the conduct of their respective businesses. The parties do not intend the proposed contract agreement to create or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this solicitation, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

**Respondent:** A respondent has notified CPC of a desire to respond to the proposal and/or has submitted a proposal in response to this solicitation.

**Rights and Obligations Upon Termination:** Termination of the resulting contract award shall not release the party from the obligation to make payment of all amounts due and payable. Regardless of the cause, the Supplier must refrain from any activity which will create a negative relationship between participating agencies and CPC. Notification of termination to participating agencies shall not be made by the Supplier unless written approval has been received from CPC or its designee. Said approval shall include, but not be limited to, the content of the notice, its structure and timing. This will remain in effect for 60 days post-termination. When failure is deemed by the other party to be the result of willful and wanton negligence, it may result in a civil action against the first party. The Supplier will continue to provide warranty and product support as specified in their proposed response to the solicitation or by the manufacturer, whichever is greater, on all services purchased by participating agencies during the contract term. Upon termination, any website references and/or email accounts, created by either the Supplier or CPC and designed to promote the contract agreement resulting from this solicitation shall be terminated within 48 hours of the termination.

**Risk of Loss:** Regardless of F.O.B., the Supplier agree(s) to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur before delivery, and such loss or destruction shall not release the Supplier from any obligation hereunder.

**Safety Data Sheet (SDS):** Documentation providing workers and emergency personnel with procedures for handling or working with a specific substance safely, and information such as physical data, toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures. SDS documentation must accompany all deliveries when required by federal, state, and local laws.

**Sales Tax:** Sales and other taxes shall not be included in the prices quoted. The Supplier will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each participating agency is responsible for verifying the tax-exempt status to the Supplier. When ordering, participating agencies must indicate that they are tax-exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Supplier resulting from this solicitation.

**Severability:** If any of the terms of this solicitation conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this agreement, and this agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions compromise an integral part of or are otherwise inseparable from, the remainder of the resulting agreement.

**Substitutions:** The materials, products or equipment described in these documents establish a standard of type, function, and quality to be met by any proposed substitution. Unless the specification prohibits substitution, Suppliers are encouraged to propose materials, products or equipment of comparable type, function, and quality. Proposals for substitute items shall be stated in the appropriate blank on the proposal form, or if the form does not contain blanks for substitution, on the Supplier's letterhead attached to the pricing form. Suppliers shall attach to the form a statement of the manufacturer and brand name of each proposed substitution plus a complete description of the item, including descriptive literature, illustrations, performance, and test data and any other information necessary for evaluation. The burden of proof is upon the respondent for the merit of the proposed substitution.

**Termination:** CPC reserves the right to terminate this contract, without penalty or recourse, in whole or in part, whereas termination is in the best interest of the participating agencies. The Parties may terminate the Agreement

without cause by mutual written consent or by either Party with a minimum of 60 days written notice. The Supplier will not accept any new orders after the termination date specified in the notice. Participating agencies will only be required to pay the Supplier for goods and services delivered before termination and not otherwise returned following the Supplier's return policy. If the participating agency has paid the Supplier for goods and services not yet provided as of the date of termination, the Supplier shall immediately refund such payment(s). Any termination shall not affect projects that are in progress or in receipt of a purchase order (PO) at the time the termination is received. The Supplier shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the termination. The Supplier will not be reimbursed for any anticipated profit. CPC reserves the right to cancel, or suspend the use thereof, any contract resulting from this solicitation upon any one of the following events with the Supplier:

1. Voluntary or involuntary bankruptcy or insolvency;
2. Failure to remedy a material breach to the terms and conditions of this solicitation;
3. Receipt of written information from any authorized agency finding activities the Supplier engaged in according to this solicitation to violate the law.

**Termination for Default:** If either Party is in default under this contract, it shall have an opportunity to cure the default within the time indicated, 10 business days, after it is given written notice of default to the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have 10 business days to provide a satisfactory response. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. CPC reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Supplier, or if the Supplier fails to comply with any contract terms and conditions or fails to provide adequate assurances of future performance.

In the event of termination for cause, CPC and its participating agencies shall not be liable to the Supplier for any amount of supplies or services not accepted, and the Supplier shall be liable to CPC and its participating agencies for any and all rights and remedies provided by law. If it is determined that CPC improperly terminated this contract for default, such termination shall be deemed a termination for convenience. CPC will issue written notice to the Supplier for acting or failing to act in any of the following:

1. The Supplier provides material that does not meet the specifications of the contract;
2. The Supplier fails to adequately perform the services set forth in the specifications of the contract;
3. The Supplier fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Supplier fails to make progress in the performance of the contract and/or gives CPC reason to believe that the Supplier will not or cannot perform to the requirements of the contract;
5. The Supplier fails to observe any of the terms and conditions of the contract.

**Termination for Non-Appropriation:** Any individual participating agency's procurement/contract covered by this solicitation and executed in accordance with the resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of a court order, or because of insufficient appropriations made available to the participating agency's governing board and/or its State Legislature. Such termination will be affected by sending fifteen (15) days written notice to the Supplier. The participating agency's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Supplier and shall be final.

**Tri-State Area:** Defined as the three states participating in CPC (Minnesota, North Dakota and South Dakota) and their participating agencies.

**Supplier Orientation (CPC 101):** The Supplier and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Supplier and resellers/sub-contractors on the purpose and nature of CPC. The Supplier will not be marketed to participating agencies until they have completed the Supplier orientation session.

**Waiver:** No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

Revised 8/2025

## Part -3- Questionnaire

### RFP #26.02 - Vehicles

#### Instructions

This questionnaire is a requirement of Cooperative Purchasing Connection (CPC). Please note that while some responses are for informational purposes only, others will be used as part of the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Part 3 Questionnaire - Name of Company**”.
5. Submit the Questionnaire, along with other required documents via Public Purchase.

**The following sections need to be completed before submission:**

1. Company Information
2. Qualifications & Experience
3. Performance Capability
4. Products, Service & Pricing
5. Value Add
6. Exceptions & Deviations
7. Additional Requirements

## Company Information

**Name of Company:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**City, State, Zip code:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

	Name	Email	Phone
Primary Contact 1 for Proposal			
Primary Contact 2 for Proposal			

Provide the following company contacts that will be working with this anticipated contract. Include name, email, and phone number(s).

	Name	Email	Phone
General Manager			
Contract Manager			
Sales Manager			
Marketing Manager			
Customer Service Manager			
Account Manager(s)			

### Provide your Unique Entity Identifier (SAM.gov)

Vendor Name	UEI

Identify any business types/classifications that your company holds. \*Submit documentation in PDF format to verify business status (see submittal checklist).

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Supplier
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

1. How is your organization best described: Is it a manufacturer, a distributor/dealer/reseller, or a service provider?

Click or tap here to enter text.

2. If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees or employees of a third party?

Click or tap here to enter text.

**3. List any similar cooperative or state contracts that your company holds that participating agencies have access to and include the contract expiration date.**

Click or tap here to enter text.

**4. How will your company position a potential resulting contract with CPC versus other contracts you have access to?**

Click or tap here to enter text.

**5. In the past five (5) years, has your company or any proposed subcontractors been involved in any alleged or actual contract failures, breaches, or been the subject of any civil or criminal litigation or investigations, whether pending or resolved?**

Yes

No

If YES, provide detailed documentation. Include any contracts where your organization was found guilty or liable, as well as any issues that could impact your ability to perform the requested services.

Click or tap here to enter text.

**6. Has your company been disbarred and or suspended from doing business within the United States?**

Yes

No

If YES, list what states, the reason for debarment and/or suspension, and its effective dates.

Click or tap here to enter text.

## Qualifications & Experience

**1. Provide a brief background of your organization, including the year it was founded, your company's business philosophy, industry longevity, etc. (1-2 paragraphs max.).**

Click or tap here to enter text.

**2. Provide evidence of what your company is doing to remain viable in the industry (i.e., how you are adapting to changes, etc.?).**

Click or tap here to enter text.

**3. Describe your customer retention practices, including how you maintain long-term relationships and the percentage or number of customers who return for repeat business.**

Click or tap here to enter text.

**4. On average, how many agencies do you currently serve with the same or similar products and services as those proposed in this RFP?**

Click or tap here to enter text.

**5. Using the table below, input the percentage of your company's annual revenue by customer market**

Customer Market	% of Revenue
City/county government	
K12 education	
Non-profits - 501(c)(3)	
Higher education	

**6. Describe the percentage of your company's annual revenue by customer market (city/county/government; K12 education; non-profits - 501(c)(3); higher education).**

**7. Describe your experience and the sales approach your company will take with participating public agencies.**

Click or tap here to enter text.

**8. Provide any additional information relevant to this section.**

Click or tap here to enter text.

**Provide three (3) references that have purchased vehicles from your company within the last two (2) years. References from the tri-state area are preferred. A contact name, phone number and email will be required. \*Note, ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may affect your evaluation.**

**Reference #1 – Company Name**

**Service/Product Purchased**

**Year of Purchase**

**Reference Contact**

**Phone**

**Email**

Click or tap here to enter text.

**Reference #2 – Company Name**

**Service/Product Purchased**

**Year of Purchase**

**Reference Contact**

**Phone**

**Email**

Click or tap here to enter text.

**Reference #3 – Company Name**

**Service/Purchase Purchased**

**Year of Purchase**

**Reference Contact**

**Phone**

**Email**

Click or tap here to enter text.

## Performance & Capability

**1. What has motivated your company to respond to our solicitation? What aspects of our organization or solicitation captured your interest?**

Click or tap here to enter text.

**2. What are your company's expectations in the event of an award?**

Click or tap here to enter text.

**3. Are there any participating agencies (govt., education, non-profits, etc.) you will NOT be serving through the proposed contract?**

Click or tap here to enter text.

**4. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, technology, and product line, or any key employees.**

Click or tap here to enter text.

**5. Describe your ordering process beginning with order placement and ending with delivery/installation. Include ordering methods, receipt of order, lead times, installation, and any other related services.**

Click or tap here to enter text.

**6. What is your company's fill rate and success in meeting project timelines?**

Click or tap here to enter text.

**7. Describe your company's customer service/problem resolution process. Include hours of operation, number of services, modes of contact, etc.**

Click or tap here to enter text.

**8. Describe how your company plans to utilize this contract. How will you educate and train company personnel on the contract terms and conditions, details, and promotion of the contract.**

Click or tap here to enter text.

**9. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.**

Click or tap here to enter text.

**10. Describe your company's use of technology and digital data in your marketing.**

Click or tap here to enter text.

**11. From your perspective, what is CPC's role in promoting a contract resulting from this solicitation?**

Click or tap here to enter text.

**12. Describe your company's contract implementation or customer transition plan.**

Click or tap here to enter text.

**13. Describe your company's experience and ability to work with punch-out and cXML marketplace systems.**

Click or tap here to enter text.

**14. Provide any additional information relevant to this section.**

Click or tap here to enter text.

## Products, Service & Pricing

**1. What specific products and/or services are you proposing under this solicitation?**

Click or tap here to enter text.

**2. Indicate the level of support your company will offer on this contract category.**

\_\_\_\_\_ Pricing is better than what is offered to individual agencies.

\_\_\_\_\_ Pricing is better than what is offered to cooperative agencies.

\_\_\_\_\_ Other, please describe

If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:

Click or tap here to enter text.

**3. Describe how participating agencies will verify they are receiving contract pricing.**

Click or tap here to enter text.

**4. Describe any minimum order requirements and if any surcharges will be assessed for not meeting that minimum.**

Click or tap here to enter text.

**5. Describe your warranty and warranty process for all products and services.**

Click or tap here to enter text.

**6. Describe the return process and restocking fees associated with a return.**

Click or tap here to enter text.

**7. Describe your company's allowed methods for payment and if any fees are assessed for those methods. Also describe how your company works with agencies to determine payment terms.**

Click or tap here to enter text.

**8. Describe the frequency of price list revisions. Describe any indices used to guide price adjustments.**

Click or tap here to enter text.

**9. Describe how future product introductions will be priced and align with contract proposed pricing.**

Click or tap here to enter text.

**10. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.**

Click or tap here to enter text.

**11. Provide any additional information relevant to this section.**

Click or tap here to enter text.

## Value Add

**1. Are you offering any additional benefits (outside of discounted pricing) that add value to this contract? If so, please describe below. Also, please indicate if the benefit(s) is exclusive to CPC.**

Click or tap here to enter text.

## Exceptions & Deviations

**Our company is requesting an Exception and/or Deviation to the RFP documents.**

Yes

No

If YES, complete the questions below:

**List any additional stipulations and/or requirements your company requests that are not covered in the RFP.**

Click or tap here to enter text.

**List any exceptions your company is requesting to the terms outlined in the Technical Specifications. Respondents must include the following when requesting exceptions:**

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- A proposed alternative to meet the needs of participating agencies and the cooperative

Click or tap here to enter text.

RFP Section	Exception	Why This is an Issue	Proposed Alternative

## Additional Requirements

As required by CPC, submit the following additional items as individual PDFs as outlined below:

**1. Exhibit A - State Business/Dealer's License**

Submit for each state in which your company plans to conduct business.

**2. Exhibit B - Authorization to Act as a Dealer**

If your company is considered a distributor/dealer/reseller, submit your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP.

## Forms & Signatures

### RFP #26.02 - Vehicles

#### Instructions

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "***Forms & Signatures - Name of Company***".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

**The following sections will need to be completed prior to submission:**

1. [Contract Offer & Award](#)
2. [Uniform Guidance "EDGAR" Certification Form](#)
3. [Subcontractor Utilization Form](#)

## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Supplier and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

### Part I: Supplier

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

Business Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

**Authorized  
Signature** \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Supplier, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Agency \_\_\_\_\_ Authorized  
Signature \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ Contract # \_\_\_\_\_

Contract/Agreement to Commence \_\_\_\_\_

# EDGAR Certification Form

2 CFR Part 200

## REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR 200

**The following provisions are required and apply when federal funds are expended by participating agencies for any contract resulting from this procurement process.**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

### **(A) Supplier Violation or Breach of Contract Terms**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Supplier default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any contract award will be subject to such provisions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

### **(B) Termination for Cause and for Convenience**

Pursuant to Federal Rule (B) above when federal funds are expended by participating agencies, the participating agency reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Supplier, in the event the Supplier fails to" (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The participating agency reserves the right to terminate the contract immediately, with written notice to Supplier, for convenience, if the participation agency believes, in its sole discretion that it is in the best interest of the participating agency to do so. The Supplier will be compensated for work perform and accepted and goods accepted by the participating agency as of the termination date if the contract is terminated for convenience of the participating agency. Any award made under this procurement process is not exclusive and the participating agency reserves the right to purchase goods and services from other Suppliers when it is in the best interest of the participating agency.

### **(C) Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

### **(D) Davis Bacon Act**

When required by Federal program legislation, Supplier agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Supplier shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Supplier is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Supplier shall 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.

Supplier 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 CFR Part 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.

#### **(E) Contract Work Hours and Safety Standards Act**

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 CFR Part 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 workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a halftimes the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 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 that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **(F) Right to Inventions Made Under a Contract or Agreement**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 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.

#### **(G) Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

#### **(H) Debarment and Suspension (Executive Order 12549 and 12689)**

A contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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.

#### **(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Suppliers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by participating agencies, the Supplier certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriated tiers and that all subrecipients shall certify and disclose accordingly.

#### **(J) Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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.

#### **(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

A participating agency is prohibited from obligating or expending funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services products or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## (L) Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For the purpose of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

---

## PROFIT AS A SEPARATE ELEMENT OF PRICE

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For purchases using federal funds in excess of \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Supplier agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier agrees that the total price, including profit, charged by the Supplier to the participating agency shall not exceed the awarded pricing.

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## RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

---

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Supplier further certifies that Supplier will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

---

## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that the Supplier will be in compliance with 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

---

## CERTIFICATION OF NON-COLLUSION STATEMENT

---

Supplier certifies under penalty of perjury that its responsible to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**Pursuant to Federal Ruling, when federal funds are expended by participating agencies, the Supplier hereby certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, Supplier certifies compliance will all provisions, laws, acts, regulations as specifically noted above. The Supplier agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable.**

Business Name \_\_\_\_\_

Authorized  
Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Title \_\_\_\_\_

## Subcontractor Utilization Form

**Instructions:** List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

Supplier Name: \_\_\_\_\_

If a subcontractor will not be used, check this box:

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Email Address of Contact: \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Email Address of Contact: \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Email Address of Contact: \_\_\_\_\_

Services to be provided: \_\_\_\_\_

## Part 5 - Pricing

**Suppliers must complete all required tabs in this workbook (Part 5 – Pricing ) for their pricing proposal to be complete.**

**Instructions.** This spreadsheet contains multiple tabs relating to this RFP. Please follow the directions provided on each tab and complete the worksheets as they pertain to your company's offerings. All pages have been formatted to print to one page width, however, you may add additional lines as needed. Each individual worksheet will note if it's a required or optional form. Per the RFP terms and conditions, all worksheets listed as optional are considered a value-added attribute.

**\*Please note this workbook has multiple tabs.**

**This workbook contains the following tabs/worksheets:**

- 1 - Make/Model Manufacturer Discount - **REQUIRED**
- 2 - Services
- 3 - Additional Discounts

**1 - Model/Make - Manufacturer Discount - REQUIRED**

Input the Net Effective Bid Price and respective information for all line items in the entire catalog. Pricing detailed is for the "Base Price" MSRP prior to any options packages being added. All options/packages must be added by the participating agency at the time of the order.

**2 - Services - Optional**

Suppliers must provide pricing for any services that are included in their response. **If a Supplier is not offering any services, this worksheet is not required.**

**3 - Additional Discounts - Optional**

Suppliers have the opportunity to offer additional discounts on top of contract pricing. If your response includes additional discounts, provide your discount schedule on this worksheet. **If your response does not include additional discounts, this worksheet is not required.**

## 2 - Make/Model - Manufacturer Discount REQUIRED FORM

**INSTRUCTIONS:**

In the form below, define the make and model in which your company is offering to CPC participation agencies through this solicitation and the discount associated with that category. Rows have been provided, please add additional rows as needed. Please note this is a **required form**.

Responding Company's Name:

No.	Make	Model	Model Year	Available: Y or N	Base Price (MSRP)	Pricing Deviation	Net Effective Bid Price (before options)	Comments	No.
1									1
2									2
3									3
4									4
5									5
6									6
7									7
8									8
9									9
10									10
11									11
12									12
13									13
14									14
15									15
16									16
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47									47
48									48
49									49
50									50
51									51
52									52
53									53
54									54
55									55
56									56
57									57

No.	Make	Model	Model Year	Available: Y or N	Base Price (MSRP)	Pricing Deviation	Net Effective Bid Price (before options)	Comments	No.
58									58
59									59
60									60
61									61
62									62
63									63
64									64
65									65
66									66
67									67
68									68
69									69
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121									121
122									122
123									123
124									124
125									125
126									126
127									127
128									128
129									129
130									130

No.	Make	Model	Model Year	Available: Y or N	Base Price (MSRP)	Pricing Deviation	Net Effective Bid Price (before options)	Comments	No.
131									131
132									132
133									133
134									134
135									135
136									136
137									137
138									138
139									139
140									140
141									141
142									142
143									143
144									144
145									145
146									146
147									147
148									148
149									149

## 2 - Services

**Suppliers must provide pricing for any services that are included in their response. If a Supplier is not offering any services, this worksheet is not required.**

**INSTRUCTIONS:** Complete the tables below for those services you are willing to provide. If services are not part of your response, you do not need to complete this tab.

**This worksheet is only required if services are included in your response.**

Responding Company's Name:

### Uplifting Products & Services

Description	Standard Price & Rate	Discounted Price & Rate	Member Savings	Per Diem Charges (daily rate, if any)	Mileage Charges (per mile, if any)	Notes/Comments
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			

### Installation/Assembly (Labor)

\*Prevailing wage projects/installations are subject to higher hourly rates/charges. Prevailing wage rates change by MN county. Participating agencies are required to notify the Vendor if prevailing wages are required (state/federal funding as part or all of the project/purchase).

Description	Standard Price & Rate	Discounted Price & Rate	Member Savings	Per Diem Charges (daily rate, if any)	Mileage Charges (per mile, if any)	Notes/Comments
Min. Hourly Rate - Regular Hours			#DIV/0!			
Max. Hourly Rate - Regular Hours			#DIV/0!			
Not to Exceed Hourly Rate - Regular Hours			#DIV/0!			
Min. Hourly Rate - Evening			#DIV/0!			
Max. Hourly Rate - Evening			#DIV/0!			
Not to Exceed Hourly Rate - Evening			#DIV/0!			
Min. Hourly Rate - Weekend/Holidays			#DIV/0!			
Max. Hourly Rate - Weekend/Holidays			#DIV/0!			
Not to Exceed Hourly Rate - Weekend/Holidays			#DIV/0!			

### Other Costs/Services (Maintenance plans, extended warranties, etc.)

Description	Standard Price & Rate	Discounted Price & Rate	Member Savings	Per Diem Charges (daily rate, if any)	Mileage Charges (per mile, if any)	Notes/Comments
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			

## 3 - Additional Discounts

**Suppliers have the opportunity to offer additional discounts on top of contract pricing. If your response includes additional discounts, provide your discount schedule on this worksheet. If your response does not include additional discounts, this worksheet is not required.**

**INSTRUCTIONS:** Complete the form below if your company is offering additional discounts on top of contract pricing for certain purchasing situations (i.e. discounts based on volume, bulk one-time order, a group of local agencies in a geographic area combining requirements, etc.).

**This worksheet is only required if additional discounts are included in your response.**

## Questions for Bid RFP #26.02 - Vehicles



### Question #1

Reminder from CPC re: Non-Required Conference Call

#### Answers

The Zoom conference call will be held allowing suppliers to ask questions and address concerns and/or issues they may have relating to the solicitation. The conference call will not be recorded and the use of AI notetaking will not be permitted.

To attend the conference call, visit:  
<https://us02web.zoom.us/j/82851625118?pwd=aJI1THt5dfafMeNW2Q8UGvbLwA1i77.1>.

1. Dial-in Number: 1 646 931 3860  
 2. Meeting ID: 828 5162 5118  
 Passcode: 8gi1Wz

Oct 10, 2025 2:13:17 PM CDT  
 By: Cooperative Purchasing Connection - alohse

Oct 10, 2025 2:14:52 PM CDT  
 By: alohse

Archive

Reject

### Question #2

Would you consider a different administrative fee percentage? Note: this question was asked during the non-required conference call.

#### Answers

Vendors who want to deviate from the 2% administrative fee can do so via the Exceptions & Deviations section in Part 3 - Questionnaire.

Oct 14, 2025 11:35:32 AM CDT  
 By: Cooperative Purchasing Connection - alohse

Oct 14, 2025 11:36:07 AM CDT  
 By: alohse

Archive

Reject

### Question #3

During the non-required conference call, a request was made to extend the due date.

#### Answers

CPC will modify the due date to November 5, 2025 at 4:00 p.m. CST. Please see the addendum issued on 10/14/25.

Oct 14, 2025 11:38:13 AM CDT  
 By: Cooperative Purchasing Connection - alohse

Oct 14, 2025 11:38:54 AM CDT  
 By: alohse

Archive

Reject

Ask a Question

View Bid

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# Proposals Requested by the: **Cooperative Purchasing Connection**

## **RFP #26.02 – Vehicles**

CPC is seeking to award to an experienced Suppliers(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of quality, current make/model manufactured vehicles, upfitting products and services, at consortium level discounted pricing. Vehicles, products and services may include but are not limited to the following categories: cars, sedans, vans, 10-passenger vans; electric & hybrids vehicles; utility vehicles; light and medium duty trucks; upfitting products and services (plows, lights, mounts, racks, etc.).

**Due: 4:00 p.m. CT on November 5, 2025**

**Suppliers will submit questions and proposals online via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com))**

**RFP Facilitator:**  
Amy Lohse  
Procurement Specialist

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## I. Introduction to CPC

The Cooperative Purchasing Connection (CPC) is a joint powers group of local governmental agencies and service cooperatives in Minnesota, organized pursuant to Minnesota Statute §123A.21. CPC obtains the legal authority to develop and offer, among other services, cooperative procurement services to members and participants. Eligible and existing participants include state, city, and county governments, tribal nations, government agencies, public and non-public educational agencies, colleges, universities, nonprofit (501(c)(3)) organizations, and other entities contracted on behalf of an agency.

Participation in the resulting contract(s) is open to government and nonprofit agencies across the United States.

In addition, the North Dakota Educators Service Cooperative (NDESC) is a joint powers group organized under the provisions of Chapter 54-40.3 of the North Dakota Century Code. NDESC holds a joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, Minnesota, to provide purchasing contracts to its participating agencies. South Dakota participating agencies may also utilize CPC's purchasing contracts pursuant to South Dakota State Statute §5-18A-37.

Montana Cooperative Services (MCS) is a partnership program provided by the Montana Rural Education Association (MREA) and the Montana School Boards Association (MTSBA). MCS operates a cooperative purchasing program under Montana statute 20-9-204 MCA. Schools, cities, counties, and other nonprofit agencies are eligible participants.

Collectively, CPC, NDESC and MCS are co-soliciting the products and services on behalf of their participating agencies. CPC will act as the lead agency while the intent of the solicitation is to provide vehicles and services to agencies in Minnesota, North Dakota, South Dakota, and Montana. Herein, CPC will include MCS.

LCSC provides the administrative functions of CPC and NDESC. Administrative functions include, but are not limited to, bid and contract research, contract development, negotiations, fiscal reporting agent, marketing contract promotion and agency support services.

Through the combination of purchasing power, CPC's objective is to achieve cost savings through a single competitive solicitation process. This process eliminates a Supplier from responding to multiple quotes and proposals allowing for the reduction in administrative and overhead costs through CPC's purchasing procedures. CPC will collaborate closely with the Supplier to market the contract not only to participating agencies but also to potential agencies where the contract would be an advantageous option for growing participation and purchases through the Supplier.

## II. Solicitation Description

CPC is seeking to award to an experienced Supplier(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of quality, current make/model manufactured vehicles, upfitting products and services, at consortium level discounted pricing. A qualified Supplier shall have established an aggressive discount from Manufacturer's Suggested Retail Price (MSRP). Discounts may be submitted for an entire catalog or for specific product categories or manufacturer categories. Vehicles and upfitting products and services may include, but not limited to the following categories:

1. Cars, sedans;
2. Vans, 10-passenger;
3. Electric & hybrid vehicles;
4. Utility vehicles;
5. Light and medium-duty trucks;
6. Upfitting products and services (passenger van conversion, plows, lights, mounts, racks, etc.).

This RFP is not intended for the purchase of school buses.

A highly qualified Supplier is one that can provide a comprehensive catalog of offerings, ensuring a wide range of options that meet the diverse needs of participating agencies.

CPC reserves the right to award this solicitation to one or more Suppliers based on evaluation factors, geographic service coverage, and the overall benefit to participating agencies. Awards may be made to multiple Suppliers when it is in the best interest of participating agencies, including distinctions based on product and service offerings. Designated Suppliers must adhere to all terms outlined in this solicitation.

CPC encourages providers of all manufacturers/brands to bid, providing the following criteria are met:

1. Guaranteed pricing discounts.
  - a. Pricing discounts offered on a full range of quality products and supplies.
  - b. Pricing discounts held firm for the duration of the contract term.
2. Warranty protection.
3. Training and support, when applicable.
4. Installation, when applicable.

Suppliers who meet any or all of the above-mentioned must complete the required documents to be considered a responsive and responsible Supplier.

The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Historically, from January 1, 2022 through June 30, 2025, CPC participating agencies have purchased just under \$22.2 million in vehicles. All quantities or dollar values listed within this solicitation are estimates.

Numerous factors could cause the actual value of the contract(s) resulting from this solicitation to vary from the historical value. Such factors include, but are not limited to, the following:

1. There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases; and
2. The individual value of each contract is indeterminate and will depend upon actual participating agency demand, and actual quantities ordered during the contract period.
3. If actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates.

By submitting a response, the Supplier acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting contract(s) could vary substantially.

### **III. Responding Minimum Qualifications**

All submittals must contain answers, responses and/or documentation to the information requested herein. Any submittal failing to provide the required information and/or documentation will be considered non-responsive. A submittal considered non-responsive may result in possible disqualification for consideration of a solicitation award.

Responding Suppliers must communicate and demonstrate their experience, ability, capacity, and available resources to provide products and/or services to participating agencies as described in this solicitation. CPC reserves the right to accept or reject any Supplier's proposal failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

## IV. General Specifications

An attempt has been made to standardize the language used in this solicitation. The words "must," "shall," "mandatory" and the phrase "it is required" are used in connection with a mandatory specification. The words "should" and "may" are used in connection with a specification that is desirable.

1. The Supplier must have access to a full inventory of the proposed product line(s) while maintaining a minimum monthly average fill rate of 95% or above. Items that are reordered, backordered, or partially filled are not considered filled items when calculating this service level.
2. The Supplier must provide participating agencies who have questions, issues, and/or concerns with an efficient response; responding to agencies within 24 business hours.
3. All equipment, supplies, parts, and all related accessories that can be purchased must be new and actively marketed products by the manufacturer's authorized dealers.
4. All equipment, supplies, parts, products, etc. will meet applicable current industry standards and health and safety standards.
5. Recalls
  - a. The Supplier must notify CPC and their participating agencies of any product recalls.
  - b. The Supplier will issue a credit or comparable substitute for any delivered, recalled product at the agency's discretion.
  - c. All costs associated with voluntary and involuntary product recalls shall be borne by the Supplier.
6. Maintenance Plans
  - a. The Supplier may offer pricing for maintenance for all equipment listed under the solicitation and include it in pricing proposals to participating agencies if requested.
  - b. The Supplier providing maintenance and repair options must provide and clearly state, pricing, and terms of the various plans in their submission.

## V. Technical Specifications

1. All vehicles sold under the resulting contract shall be the manufacturer's current or active production models, new and untitled and must include Original Equipment Manufacturer (OEM) equipment and options.
2. Optional equipment and accessories shall be original equipment from the manufacturer and must meet all state and federal regulations.
3. Vehicles sold through the resulting contract must meet and exceed all Federal Motor Vehicle Safety Standards (FMVSS) and the National Highway Traffic Safety Administration (NHTSA).
4. States' political subdivisions are exempt from Federal Excise Tax. Some participating agencies are nonprofit, educational agencies or health institutions (authorized by state statute to participate in cooperative purchasing) and may not be exempt. A participating agency will make every effort to report such facts to the Supplier.
5. It will be the responsibility of the Supplier to assure that any recall notices, technical service bulletins, or notifications from the factory are sent to the purchasing agency in a timely manner.
  - a. Suppliers must notify CPC and CPC's participating agencies immediately of any equipment or product recalls. The Supplier will issue a credit or comparable substitute for any delivered, recalled product at the participating agencies' discretion.
  - b. All costs associated with voluntary and involuntary equipment and product recalls shall be borne by the supplier.
6. All standard equipment as identified in the manufacturer's literature, data books, and fleet buyers' guide shall be furnished without additional cost on regular production vehicles.
7. CPC reserves the right to disallow any vehicle to be on contract that has been crash tested by the NHTSA or the Insurance Institute for Highway Safety (IIHS) and found to be unsafe for either the driver or passenger. In addition, any vehicle rated unsafe by an independent national consumer testing organization (such as Consumers Union) may be disallowed. The supplier agrees to

- immediately withdraw any such vehicle from the contact until the vehicle is in compliance or deemed safe by the government or the independent testing organization.
- 8. Unsafe is defined as when the passenger or driver is likely to suffer extreme physical harm or death in a collision similar to the test crash.
- 9. Montana Specific Requirements
  - a. Work with Montana participating agencies to determine the purpose for which the vehicle will be used.
  - b. When purchasing an applicable vehicle, comply with Montana [§20-10-101 \(4\)](#):
- 10. Warranty
  - a. The manufacturer's standard warranty shall be applicable to all purchases.
  - b. A copy of the warranty shall be provided by the Supplier to the purchasing agency.
  - c. Warranty time periods will commence when the vehicle is delivered to the ship-to address listed on the PO.
    - i. Drop shipments or direct delivery to the purchasing agency constitute a delivery.
  - d. The Supplier must assist the participating agency in reaching a resolution in a dispute with the manufacturer over warranty terms.

## VI. Design Layout and/or Installation Services

- 1. Pricing for design layout and/or installation will be by hourly rate or percentage of the project cost. The Supplier must outline all service charges for design and installation. If the Supplier charges for installation by a method other than hourly or percentage, a complete explanation, and breakdown of how charges are calculated must be included with the submission.
- 2. Prevailing Wage.
  - a. Minnesota: If the resulting contract involves a project erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State [Minnesota] funds, then pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all Suppliers and all tiers of subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the resulting contract. Failure to comply with the aforementioned may result in civil or criminal penalties.
  - b. If the contract is used outside of Minnesota and prevailing wage applies, contractors shall follow all applicable wage laws for that state.
  - c. For questions regarding prevailing wage laws, contact the applicable state's Department of Labor or equivalent.
- 3. Prevailing Wage/Davis Bacon [State & Federal Funds]. The Supplier's hourly price shall include, but is not limited to: wage requirements, equipment and tools normally associated with the removal and installation of goods and services. Due to wage rate requirements for State and Federal funded projects, the costs associated with labor may increase from contracted pricing.
- 4. The Supplier subcontractors will maintain in current status, all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services in response to this solicitation. This also includes any contractor's licensure as required by state law. The Supplier must have the ability to furnish all required labor, materials, equipment, parts and supplies necessary for the services requested within an agreed upon timeframe.
- 5. The Supplier will possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased.
- 6. Installation times will be coordinated with the purchasing agency. All areas will be kept clean and free of debris. Suppliers must be able to provide the purchasing agency with a list of responsibilities for installation, a minimum of five (5) business days prior to the start of installation.
- 7. All personnel that are working in participating agencies must be bonded, insured, and follow any and all participating agencies' requirements for contractors and subcontractors.
- 8. Subcontractors.

- a. The Supplier will not assign any duties to perform services nor to provide goods to purchasing agencies under this contract to a subcontractor that is not listed in the Subcontractor Utilization Form.
- b. If a subcontractor is removed from the contract agreement at any time, the Supplier will submit to CPC in writing the reason for removal and effective date.
- c. To add a subcontractor to the contract agreement, the Supplier must submit to CPC an updated Subcontractor Utilization Form. The subcontractor may not begin providing service until approved by CPC.
- d. The Supplier will be responsible for ensuring that all subcontractors who provide goods or services under the resulting contract agreement comply with the terms and conditions.
- e. CPC reserves the right to require that a subcontractor be removed from the contract.
- f. Any damage done to the participating agencies' property by contractors or subcontractors shall be repaired or replaced at no cost to the participating agency.

9. All services will be 100% guaranteed. Any service provided, which does not meet the end-users' expectations will either be redone until the end-users' expectations are met, or the charges for the services are refunded to the participating agency.

## VII. Pricing

- 1. Contract discounts and percentages must be held firm (for the duration of the model year) during the initial contract period. Additional discounts may be made to accommodate one-time bulk replacements, special promotions, or a large individual project. CPC may conduct periodic audits, and the Supplier will be responsible for full reimbursement for any overcharge to a participating agency.
- 2. The Supplier must provide discounted pricing on (all current vehicle makes/models available) and products available, and labor/services offered in this solicitation.
  - a. Pricing for vehicles shall include all "standard" features offered by the manufacturer including automatic transmission and the following:
    - i. All dealer profit and overhead;
    - ii. All dealer prep costs;
    - iii. All ordering processing costs;
    - iv. Manufacturer's Statement of Origin (MSO);
    - v. All pre-delivered and service "ready" requirements;
    - vi. At least one-quarter tank of fuel; and
    - vii. All delivery costs to the purchases (if applicable; all deliveries will be F.O.B. Destination, freight charges prepaid and allowed to the purchasing agency). The Supplier is not allowed to invoice for freight costs.
  - b. Discounts shall be a minimum and not subject to drop below the minimum listed discount off of MSRP.
- 3. Optional equipment may be allowed and shall be priced at the lowest manufacturer to dealer invoice price. Optional equipment and packages that are available from the manufacturer for the type of vehicle offered are to be listed as possible add-ons.
- 4. Except as restricted by the manufacturer in a fleet purchase, all factory incentives and rebates will be passed to the purchasing agency. All participating dealer rebates, year-end rebates, and other discounts offered to the general buying public will be available to the participating agency.
- 5. Any Supplier provided option must be priced separately and may only be included if specifically ordered by the participating agency. Under no circumstances may a participating agency be charged additional costs for items such as Added Dealer Profit (ADP), additional rust proofing, pinstripes, upholstery preservative, undercoating (or similar dealer packs), conveyance or document feeds, or advertising surcharges.
- 6. CPC may accept a future claim from the Supplier that a new threshold of performance or technology has been established. If CPC is satisfied with the evidence presented in support of the claim, appropriate pricing for such new technology may be established by applying the same pricing

method used by the Supplier in their submission. The Supplier must be able to verify the pricing calculation.

7. New products and services, pertaining to the scope of this solicitation, can be added during the course of the contract term with notice, as outlined below (see #8), to CPC. These items shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC may direct the Supplier to remove products that do not meet the intent or are otherwise in conflict with the contract requirements.
8. When a price list is revised (i.e., manufacturer) to add or delete (or release new models year(s)), products and accessories that result in revised contract pricing, the Supplier shall notify CPC in writing via email as follows:
  - a. Request will be on the Supplier's letterhead and emailed to CPC.
  - b. It is filed with CPC, a minimum of seven (7) business days before the effective date of the proposed change;
  - c. It clearly identifies the items impacted by the change and the cause for the adjustment.
  - d. It is accompanied by documentation acceptable to the RFP facilitator, as noted on the cover page of this solicitation, to warrant the change (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U, change in manufacturer's price, etc.).
  - e. CPC reserves the right to accept or reject such change and will confirm in writing. For contract administration purposes, CPC must be able to verify the manufacturer's current product price. Price increases that cannot be verified shall not be reflected on the contract nor charged to the participating agency.
9. CPC expects Suppliers to offer their very best prices to ensure the CPC contract provides value to its membership and is competitive. CPC allows a Supplier to lower prices for a participating agency when it benefits the agency and is based upon commitments and variables that may include but is not limited to: agency size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements.

## VIII. Taxes

1. Suppliers are expected to be fully knowledgeable of, and comply with, all applicable federal, state, and local tax laws, regulations, and codes in the jurisdiction(s) where vehicles are sold and delivered. It is the responsibility of the Supplier to ensure proper collection, remittance, and reporting of any required taxes in accordance with the laws of the state in which the vehicle is sold.
2. Taxes are not to be calculated into the cost of the vehicles being offered through this solicitation. Taxes will be calculated and invoiced, as applicable, as a separate line item on the invoice.
3. Participating agencies may choose to have the Supplier be responsible for licensing and transfer of title to the purchasing agency, the participating agency should include the excise tax in the money paid to the Supplier. The Supplier will pay the excise tax as well as any other registration and title fees to the states' motor vehicle registrar on the purchaser's behalf.

## IX. Freight and Delivery

1. Pricing for all vehicles shall be F.O.B. Destination, freight prepaid and allowed to the participating agency, regardless of the ship to location within the tri-state area and Montana.
2. The participating agency may elect one of the three (3) delivery options:
  - a. Take delivery at the Suppliers' location;
  - b. Take delivery through a dealership of their choosing (additional charges may apply); or
  - c. Have vehicle delivered directly to their location (additional charges may apply).
3. All vehicles, prior to delivery, must be completely serviced by the Supplier, or must be certified by the Supplier that service has been performed in accordance with the manufacturer's standard recommendations.
  - a. The vehicle must be in acceptable condition and contain a minimum of one-quarter tank of fuel.
  - b. Electrical powered vehicles shall have all batteries fully charged.

- c. Each vehicle must contain a pre-delivery check sheet showing which operations have been performed on the vehicle by the Supplier.
- d. All vehicles shall be equipped with two (2) full sets of keys at the time of delivery. Any special purpose keys (i.e. security systems, locks, trunk release, lights, panic button, etc.) shall be supplied in sets of two (2) at no additional cost.

4. All vehicles and products delivered must be new, undamaged, and fully functional. Any vehicle or product found defective, damaged, or nonconforming may be refused at delivery or must be replaced/repaired at the Supplier's expense, including shipping.

5. The MSO must be delivered with the vehicle.

- a. The participating agency shown must be the same as the bill-to address on the purchase order for licensing and recall notices.
- b. A copy of the confirming order, initialed by the Supplier must be delivered with the vehicle.

6. Upon delivery, the Supplier shall provide the participating agency with the following additional documents:

- a. Odometer statement;
- b. Warranty documentation;
- c. Manufacturer's invoice (unadulterated).

7. Supplier or dealer nameplates, decals, etc. denoting the selling dealer may not be affixed in any manner to any new model vehicle delivered.

8. All deliveries shall be made during normal business hours.

9. The Supplier shall provide the purchasing agency with a minimum of 72-hour notification prior to delivery allowing the participating agency enough time to inspect the vehicle.

- a. This inspection will be made to check workmanship, specifications and compliance with manufacturer's make-ready procedures and will not preclude or replace final inspection and approval of the using agency.

10. CPC participating agencies shall be relieved from risks or loss or damage to all vehicles purchased or leased during shipment prior to receipt at the agencies' designated location. CPC participating agencies will be responsible for risks of loss or damage to the vehicle once it has been delivered and accepted by the agencies' representative. Suppliers shall demonstrate they have informed the customers of this responsibility prior to order placement.

11. All billings and invoices shall identify the specific vehicle, added accessories and option, and include the name of the vehicle, model number, and vehicle identification number (VIN).

12. If requested, the Supplier is responsible for licensing, registration, and transfer of title to the purchaser. All applicable document costs shall be billed at the current rates published by the respective state Department of Public Safety. If the participating agency desires to have the Supplier process the required paperwork for licensing, registration, and title transfer, the cost to process the paperwork must be mutually agreed to by the participating agency and the Supplier. The mutually agreed cost must be detailed as a separate line item on the purchase order and the invoice.

- a. As stated in Minn. Stat. § 168.092, subd. 1 and 2: The motor vehicle registrar may issue a permit to a person purchasing a new or used motor vehicle in Minnesota for the purpose of allowing the purchaser a reasonable time to register the vehicle and pay fees and taxes due on the transfer. The permit is valid for a period of 21 days. The permit must be in a form as the registrar may determine and, whenever practicable must be posted upon the left side of the inside rear window of the vehicle. Each permit is valid only for the vehicle for which issued. The registrar may issue a quantity of permits to licensed dealers. When issuing a permit, the dealer shall complete the permit in the manner prescribed by the department. One copy of the permit shall be retained in sequential order in the dealer's files.

## X. Ordering Methods

1. The Supplier will communicate with participating agencies any current order cut-off dates for each make/model for which they may be interested in ordering. Participating agencies shall be notified from the Supplier that an order placed at a later date may not be accepted by the manufacturer.

2. All orders are to be placed directly with the Supplier. The Supplier may offer a variety of options for agencies to place orders. The Supplier will make all deliveries and installation of products and services. CPC will not warehouse items or provide services.
3. All final price quotes provided to the participating agency, if requested, must include a dealer's print-out for each model requested, showing how the vehicle is equipped. All quotes will reflect the pricing offered through this solicitation and resulting contract. The Supplier must indicate the lead time for delivery to the purchasing agency at the time the order is placed.
4. The Supplier must accept all orders and provide a confirmation to the participating agency within 72 hours after the order is placed and must include an estimated delivery date for any optional equipment. The Supplier will be required to provide status updates to the purchasing agency.
5. Participating agencies may use two (2) different payment methods when placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined (see Supplier Questionnaire).
6. A PO may be issued to the Supplier on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicates that sufficient funds have been obligated toward the purchase.
7. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
8. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.
9. When applicable, an online catalog for order entry must be provided for use by and suitable for participating agencies' needs. The online catalog will note product discounts and, if applicable, the differing discounts for catalog categories awarded.

## XI. Payment

1. Participating agencies using the resulting contract Agreement will make payments directly to the Supplier.
2. Payment terms will be defined by the Supplier in their response.
  - a. Suppliers are encouraged to offer payment terms through procurement card (P Card) services, if applicable.
  - b. Payments shall be made after satisfactory performance, following all provisions thereof, and upon receipt of a properly completed invoice.
  - c. Where a question of quality is involved, payment in whole or part against which to charge back any adjustment required shall be withheld at the direction of the participating agency. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the participating agency of taking such a discount.
  - d. Payments for the used portion of inferior delivery will be made by the participating agency on an adjusted price basis.
3. The Supplier will submit invoices to the participating agencies clearly stating, "Per CPC Contract."
4. The shipment tracking number or pertinent information for verification shall be made available upon request.
5. Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.

## XII. Advertising and Marketing

1. The Supplier will provide sales and marketing representation that is able to educate, introduce and demonstrate products and/or services to CPC's participating agencies.
2. The Supplier will be able to assist in developing marketing materials that support the contract.
3. The Supplier will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. The services offered must be appropriate and adequate to ensure a successful contract agreement.

4. All promotional marketing materials must have the prior approval of CPC before distribution and must include the CPC logo and pertinent contract information.
5. Upon award and completion of the Supplier orientation, CPC will promote the contract opportunity via its websites. CPC will also announce the new partnership through various marketing channels. Contracts may also be promoted at applicable trade shows, conferences, and meetings.

### XIII. Timeline

Date/Time	Event
October 6, 2025	Publication of Solicitation
October 13, 2025, @ 10:00 AM CST	Non-Required Conference Call
<b>October 20, 2025</b>	<b>Deadline for Suppliers to Submit Questions</b>
<b>November 5, 2025, @ 4:00 PM CST</b>	<b>Deadline for Submission</b>
November 17, 2025	Contact Supplier/Award(s) Made
January 1, 2026	Initial Start of Contract Term

### XIV. Non-Required Conference Call

A virtual conference will be held allowing Suppliers to ask questions and address concerns and/or issues they may have relating to the solicitation. The conference call will not be recorded and the use of AI notetaking will not be permitted.

To attend the conference call, visit:

<https://us02web.zoom.us/j/82851625118?pwd=aJI1THt5dfafMeNW2Q8UGvbLwA1i77.1>.

1. **Dial-in Number:** 1 646 931 3860
2. **Meeting ID:** 828 5162 5118
- Passcode:** 8gi1Wz

### XV. Method of Evaluation

This solicitation will be evaluated based on the combined factors outlined below. Evaluation criteria include supplier qualifications and experience, quality and variety of product selection, pricing, services and support, and ease of ordering. No single factor will determine the final award decision.

	Points Available
<b>Minimum Qualifications</b> <i>See section "III. Responding Minimum Qualifications" for criteria.</i>	Pass/Fail
<b>Technical Proposal</b> <i>Considers responses to company information, qualifications and experience, performance capability, products and services offered, value adds, exceptions and deviations, and additional requirements.</i>	300
<b>Pricing Proposal</b> <i>Considers Make/Model Manufacturer discount price schedule, services, and overall value.</i>	200
<b>Total Points</b>	<b>500</b>

As a part of the process of determining responsible respondents, CPC may request reports that describe the financial soundness of your organization. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

**Best and Final Offer (BAFO):** CPC may request a BAFO if additional information or modified terms are necessary for the evaluation committee to complete its evaluation and ranking. CPC will set a date and time for the submission of BAFO proposals. The BAFO will be limited to specific sections of the RFP or proposal identified by CPC. A BAFO will not be used solely to reduce pricing. If a BAFO is requested, all short-listed Suppliers or, if the short-list process is not used, all qualified Suppliers will be provided an opportunity to submit a modified response. Only one BAFO request will be issued by CPC. The information received from the BAFO will be used by the evaluation committee to re-rank the Suppliers. If a Supplier does not submit a BAFO proposal or a notice of withdrawal, the Supplier's previous proposal is considered the Supplier's BAFO. CPC reserves the right to proceed directly to negotiations with the highest ranked proposers immediately following the initial submission and evaluation of proposals.

**Contract Development:** Following the final evaluations, contract offer and award, and contract negotiations, CPC will develop a Master Contract Agreement with the most highly qualified Supplier(s). If a satisfactory contract cannot be developed with the most highly qualified Supplier(s) the second most qualified Supplier(s) may then be approached to develop a contract.

**Solicitation Debriefing:** A supplier that did not receive an award may request a debriefing to be scheduled with CPC after the solicitation process has been completed and a Master Contract Agreement with the awarded Supplier(s) has been executed. Debriefings are not forums for protest, negotiation, or argumentation, but are learning opportunities for unsuccessful Suppliers.

Debriefings will be conducted via a virtual meeting and will be limited to the requesting supplier's own proposal. Comparative evaluation information or confidential data about competing proposals will not be shared.

## XVI. Solicitation and Submittal Procedures

**Public Purchase:** All solicitations can be found on Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). All solicitation activity is time-stamped and logged as part of the solicitation process.

### Submission of Proposals:

1. All proposals must be submitted electronically via Public Purchase. Hardcopy proposals are invalid and will not receive consideration.
2. It is the Supplier's responsibility to completely upload and submit a response by the submission deadline, as described in the solicitation.
  - a. If the proposal has not completed its upload to Public Purchase by the submission deadline, the Public Purchase system will not accept the proposal.
  - b. If any issues occur during the upload of the proposal, Suppliers should contact Public Purchase for immediate technical support.
  - c. The data included in the submission will not be password protected.
3. CPC does not consider any information submitted in the General Notes section of Public Purchase when evaluating.
4. Submission checklist:

Document Title	Instructions
<b>1. Part 1 – RFP</b> Provided as a PDF.	Retain for your records.
<b>2. Part 2 – General Terms and Conditions</b> Provided as a PDF.	Retain for your records.
<b>3. Part 3 – Questionnaire</b> Provided as a Word document.	<b>Submit as one (1) PDF.</b> Include company name in the file title.

<b>4. Part 4 – Forms &amp; Signatures</b> Provided as a PDF.	<b>Submit as one (1) PDF, signatures required.</b> Include company name in the file title.
<b>5. Part 5 – Pricing Schedule</b> Provided as Excel document.	<b>Submit as Excel document.</b> Include name of company in the file title.
<b>6. Part 6 – Certificate of Insurance (COI)</b>	<b>Submit as PDF</b> Include name of company in the title. <u>CPC must be identified as a certificate holder.</u>
<b>7. Business Type/Classification Documentation.</b>	<b>Submit as PDF.</b> Include name of company in the title. See Part 3 – Questionnaire for details.
<b>8. Exhibit A – State Business/Dealers License</b>	<b>Submit a PDF copy.</b> Include name of company in the title. See “Additional Requirements” in Part 3 – Questionnaire for details.
<b>9. Exhibit B – Authorization to Act as a Dealer</b>	<b>Submit a PDF copy.</b> Include name of company in the title. See “Additional Requirements” in Part 3 – Questionnaire for details.

**Questions:** Requests for additional information, clarifications, interpretations, or questions shall be promptly asked via Public Purchase. CPC will respond via Public Purchase as laid out in the solicitation documents.

**Addenda:** Addenda are written instruments issued by CPC which modify or interpret the solicitation documents by additions, deletions, clarification, or corrections. All addenda issued by CPC shall become a part of the specifications and will be made part of the contract. Addenda will be sent automatically through Public Purchase; being logged and tracked within the system. Interpretations, corrections, or changes made in any other manner will not be binding, and Suppliers shall not rely upon such interpretations, corrections, and changes. Answers to questions or addenda will be issued no later than five (5) business days prior to the submission deadline, except an addendum withdrawing the proposal or one which includes postponement of the submission deadline.

**Late Submittals:** Submittals will not be allowed to be submitted or uploaded after the due date and time set by CPC. It is the respondent’s responsibility to ensure that submittals are received by the due date and time listed.

**Modifications or Withdrawal of a Proposal:** A proposal may not be modified, withdrawn or canceled by the Supplier for a period of one hundred twenty (120) days following the submission deadline of the proposal, as each Supplier so agrees in submitting a proposal. Prior to the submission deadline, any proposal submitted may be modified or withdrawn within Public Purchase. Withdrawn proposals may be resubmitted within Public Purchase prior to the submission deadline provided that they are in full conformance with this solicitation.

**Rejection of Any or All Proposals:** CPC reserves the right to reject any and all bids/proposals, to waive any informality, or to accept/reject any items listed in the pricing schedule in the best interest of CPC and its participating agencies.

**Opening of Proposals (Opening Record):** Proposals that have been submitted on time will be opened after the submission deadline. An opening record of the proposals received will be made available.

## XVII. Solicitation Terms and Conditions

**Performance Bond (*for construction and/or installation related projects*):** A performance bond is held between the awarded supplier and a participating agency, and will be required:

1. As defined by all applicable state statute(s) where the project is being conducted.
2. As required by the participating agency.

All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Supplier and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Supplier will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Supplier unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Supplier for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Supplier with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Supplier.

The Supplier will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Supplier. Work will not commence between the Supplier and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC via email ([info@purchasingconnection.org](mailto:info@purchasingconnection.org)). The Supplier will be responsible for providing CPC with a copy of all contracts and bonds in accordance with CPC purchasing procedures. Should the Supplier fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Supplier's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

**Other Bonds:** An awarded supplier will supply additional bonds as required based on federal law, state law, or participating agency policy.

**Additional Terms and Conditions/Participating Addendum:** Participating agencies and a Supplier may negotiate additional terms and conditions as necessary to complete a purchase. These may include, but are not limited to:

1. Industry specific requirements
2. Legal obligations
3. Specific local/board policy provisions

Some participating agencies may also require a Participating Addendum (or equivalent) with terms negotiated directly between them and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any additional negotiated terms and conditions must not be less favorable to the participating agency than the terms outlined in this solicitation.

**Certificate of Insurance:** The Supplier must purchase, maintain and provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and

other insurance coverage required by and applicable to each of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. **The Supplier must provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder."** Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. COIs must be updated and sent electronically to CPC upon coverage renewal. The Supplier must meet the following minimum coverage requirements:

1. Commercial General Liability: \$1,000,000 each occurrence, \$500,000 annual aggregate
2. Automobile Liability: \$1,000,000 each occurrence
3. Workers Compensation: \$100,000

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

**Binding Contract:** A response to this solicitation is an offer to contract with CPC based upon the terms, conditions, the scope of work, and specifications contained in the solicitation. The Supplier acknowledges that the Contract Offer and Award binds the party to all terms and conditions stated in the proposal.

**Notification of Intent to Award:** An award notification will be made as outlined in the solicitation documents. The actual award is subject to the successful negotiation of a mutually accepted Master Contract Agreement and approval by the CPC Board of Directors.

**Contract Term:** The term of the contract resulting from this RFP will be from January 1, 2026 through December 31, 2028. The contract may be extended for one (1) additional 24-month period, based on successful performance. CPC may grant an extension under certain criteria and conditions. CPC evaluates and reviews all contract agreements. CPC has established a set of performance criteria that will be used in the Supplier evaluation. Performance criteria will include:

1. Contract start-up and communication
2. Partnership responsiveness with CPC
3. Participating agencies evaluation(s)
4. Volume, sales, and competitiveness
5. Marketing

**Administrative Fee:** The Supplier will be required to pay a two (2.0%) percent administrative fee on the total sales price of all purchases shipped and billed to participating agencies. This fee is used to cover CPC's program costs, including the cost of conducting the solicitation, continuing support of the contract, and marketing the contract to participating and potential agencies. Administrative fees shall be paid to CPC quarterly, within 20 business days after the end of each fiscal quarter.

Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment.

**Sales Reports Required of the Supplier:** The Supplier will provide CPC with a quarterly report listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies, the administrative fee calculations, and the correlating savings incurred by participating agencies. CPC's fiscal year is July through June and fiscal quarters are July – September; October – December; January – March; and April – June. CPC may also request reports on commonly purchased items or top-selling items to create or update a market basket or core list of commonly purchased items. All reports must be submitted in MS Excel within 20 business days after the end of each fiscal quarter, listing the following information:

1. Name of purchasing agency

2. Address of purchasing agency (city, state, zip code)
3. Date of purchase
4. Invoice number
5. Amount of purchase
6. Administrative fee generated by the sale
7. Savings generated by the sale

## XVIII. Appendix A: New Award Onboarding Checklist

The following process will commence once the Master Contract Agreement has been executed.

Task Description	Completed By
<b>1. CPC Supplier Orientation</b> Discuss expectations Establish contacts, people, and roles Discuss the reporting process and requirements Discuss sales and ordering process Outline kick-off plan; marketing needs Establish a Webinar training date, if applicable	CPC & Supplier
<b>2. Sales Training and Roll Out</b> CP Personnel Briefing; possible webinar training Marketing information sent to CPC	CPC to Coordinate with Supplier
<b>3. Express Store (if applicable)</b> Initiate IT/eProcurement contact Supplier works with CPC's eProcurement marketplace supplier to create a store (cXML or catalog). Review and test Store Functionality Announce Store Availability	Supplier
<b>4. Marketing - CPC</b> Connect with CPC marketing team Award announcements Supplier profile page <i>*All materials will be approved by Supplier prior to disbursement</i>	CPC
<b>5. Marketing - Supplier</b> General announcement Sales/Account team training; contract highlights including pricing schedule  <i>*All materials will be approved by CPC prior to disbursement</i>	Supplier
<b>6. Management Strategies</b> Review kickoff and roll-out plan Discuss and establish target communication strategy	CPC & Supplier
<b>7. Annual Evaluation</b>	CPC & Supplier

## General Terms & Conditions

The Cooperative Purchasing Connection (CPC) may make amendments to the General Terms and Conditions when CPC determines that such amendments are in the best interest of its participants. All amendments will be agreed upon between the Parties. Submittals by a Supplier certify that they have read the General Terms and Conditions and understand that they apply to all purchases under the resulting contract(s).

**Alcoholic Beverages, Substance Use, and Weapons:** A Supplier shall not permit its personnel or any subcontractor to possess upon school property any alcoholic beverages, illicit/non-prescribed drugs, tobacco products, or weapons. All personnel must follow all local substance rules and conduct (dress code, language, parking, etc.) policies while on school premises. Any actions involving, or possession of, any of the aforementioned items while on school property may cause a cancellation of any Agreement, at no cost to CPC and its participating SFAs. Criminal charges may apply.

**Assignees, Mergers, Dissolution and Successors:** If the original vendor partner sells or transfers all assets or the entire portion of the assets used to perform this contract, the Offeror agrees that during the term of the contract, it will adhere to the terms and provisions of said contract. The parties will be bound by and inure to the benefits of the successors and the respective parties involved. CPC reserves the right to recommend approval, acceptance, or rejection of the new party. A simple change of name agreement will not change the contractual obligations of the Vendor Partner.

**Assignment:** Any contract awarded under the conditions of this solicitation shall be for the use of organizations eligible for participation. Any eligible agency may participate (piggyback) with this contract at its discretion, with the consent of the Supplier. The Supplier must seek approval from CPC before utilizing the contract with another eligible agency. CPC has partnerships with consortiums across the United States. CPC will work with the Supplier to make such connections should the Supplier want to piggyback the contract as a vehicle for additional sales. All requirements of this solicitation will apply to all participating eligible agencies. Agencies participating in this contract shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold CPC harmless from any disputes, disagreements, or actions which may arise as a result of using this contract.

**Audit:** Under applicable law, the Supplier will agree that members of CPC's purchasing team may audit their records to establish that total compliance of the agreement is met. CPC will ask participating agencies for invoices showing purchases from the Supplier. The Supplier will agree to provide verifiable documentation of all purchases made by said agencies and will make every reasonable effort to resolve discrepancies fairly and equitably to the satisfaction of both CPC and the Supplier. CPC will require a refund to the agencies involved if any difference in price is found and will also require payment of any administrative fees due resulting from sales that were not listed on the sales report(s). CPC will give at least five (5) calendar days' notice of an audit. The audit will be conducted at a reasonable place and time.

**Awarded Supplier:** The Respondent(s) chosen by CPC to provide goods and/or services to participating agencies.

**Awards:** Awards will be made with reasonable promptness and by written notice to the successful Supplier; solicitation responses are considered to be irrevocable for a period of one hundred twenty (120) days following the solicitation opening unless expressly provided for to the contrary in the solicitation and may not be withdrawn during this period without the express permission of CPC.

1. CPC reserves the right to determine those offers which are responsive to the solicitation, or which otherwise serve its members' best interests.

2. CPC reserves the right, before making an award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the Supplier meet the requirements outlined in the proposal and specification and are ample and sufficient to ensure the proper performance of the contract in the event of an award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, CPC may reject such offer. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon CPC to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the Supplier from fulfilling all requirements and conditions of the contract.
3. Qualified or conditional offers which impose limitations of the Supplier's liability or modify the requirements of the solicitation, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by CPC may, at the option of the CPC, be:
  - a. Rejected as being non-responsive, or
  - b. Set aside in favor of the CPC's terms and conditions (with the consent of the respondent), or
  - c. Accepted, where CPC determines that such acceptance best serves the interests of participating agencies and CPC.

Acceptance or rejection of alternate or counteroffers by CPC shall not constitute a precedent that shall be binding on successive solicitations or procurements.

4. CPC reserves the right to determine the responsibility of any Supplier for a particular procurement.
5. CPC reserves the right to reject any responses in whole or in part, to waive technical defects, irregularities, and omissions, and to consider past performance of the offeror wherein its judgment the best interests of participating agencies will be served by so doing.
6. CPC reserves the right to make awards by items, group of items or on the total low response for all the items specified as indicated in the detailed specification unless the Supplier specifically indicates otherwise in their response.
7. Preference may be given to responses on products raised or manufactured in the state, other things being equal.

**Confidential Information:** CPC is a public entity; the information contained in the proposals shall be considered public information under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 et. seq. No part of a proposal shall be treated as confidential unless so designated, by the Supplier submitting the proposal, as trade secret information having met the criteria under Minnesota Statutes § 13.37 Subd. 1(b) and other applicable laws. Any data claimed by the Supplier submitting the proposal to be trade secret data must be marked "proprietary and confidential." Should a challenge occur to said Supplier's designation of data as "proprietary and confidential," the Supplier shall indemnify and hold CPC harmless for any attorney's fees, costs, penalties, or losses associated with such designation. CPC makes no representations to any Supplier regarding their designation of data as "proprietary and confidential." CPC designates the sales reports and administrative fee data, references in this solicitation, as confidential. Therefore, under no circumstances, release this data to any entity other than CPC. CPC, however, is a government entity, is required to, upon request of any individual organization; make this information available to the person(s) requesting to contact the CPC department.

**Costs of Preparation:** All costs associated with the preparation, development, or submission of a response or other offers will be borne by the Supplier. CPC will not reimburse any Supplier for such costs.

**Default Contract:** The resulting contract shall be the default contract. All participating agencies' purchases will receive the pricing described in this contract and CPC will receive credit for those purchases made by participating agencies.

**Express Online Marketplace:** CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for

many of CPC's commodity-based contracts. A Supplier does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Supplier to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

**Entire Agreement:** The Master Contract Agreement, shall constitute the entire and exclusive agreement between CPC and any Supplier receiving an award. In the event of any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

1. Each proposal will be received with the understanding that the acceptance, in writing, by contract or purchase order by the participating agency of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Supplier and the participating agency. This shall bind the Supplier to furnish and deliver at the prices following the conditions of the said accepted proposal and detailed specifications and the participating agency to pay for at the agreed prices, all materials, equipment, supplies, or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on purchase orders issued by the participating agency to the Supplier.
2. No alterations or variations of the terms of the contract shall be valid or binding unless submitted in writing and accepted by CPC. All orders and changes thereof must originate from the participating agencies: no oral agreement or arrangement made by a contractor with an agency or employee will be binding on CPC and may be disregarded.
3. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless
  - a. Terminated prior to the expiration date by satisfactory delivery against orders of entire quantities, or
  - b. Extended upon written authorization of CPC and accepted by the Supplier, to permit ordering of the unordered balances or additional quantities at the contract price following the contract terms, or
  - c. Canceled by CPC following other provisions stated herein.
4. It is mutually understood and agreed that the Supplier shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of CPC.
5. If subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the Supplier shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the Supplier and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to CPC, and expressly accepted.

**Federal Uniform Guidance:** By entering a contract, the Supplier agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 C.F.R. § 200 et. seq. (See Supplier Forms and Signatures).

**Fiscal Year:** a fiscal year is defined as July 1 through June 30 of the following calendar year. The fiscal quarters end on September 30, December 31, March 31, and June 30.

**Force Majeure:** Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public enemy; pandemics; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by government

authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

A Supplier requesting relief under this provision must adhere to the following conditions prior to the price of any product being adjusted:

1. A formal, written request for a price increase must be submitted by the Manufacturer to CPC prior to the price change taking effect. CPC must approve the request. The request will include the Force Majeure cause substantiating the reason the relief is being requested.
2. Adequate documentation to substantiate the request must be included.
3. Failure to comply with provisions of the Force Majeure shall be cause for a request to be denied.

**Governing Law:** This resulting contract award shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota.

**Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. All legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.

**Hold Harmless:** All parties agree to hold the other harmless from any claims and demands of participating agencies which may result from the negligence of the other in connection with their duties and responsibilities under this agreement unless such action is a result of intentional wrongdoing of the other party.

**Leasing and Rental Agreements:** The Supplier may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC must receive a report annually, summarizing the executed lease purchases along with a summary of the participating agencies' purchases. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Supplier and the participating agency. The Supplier agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Supplier should attempt to work with CPC's current leasing Supplier. Note, the current leasing Supplier may require a minimum purchase amount to begin the leasing process. Should the Supplier be required to utilize their own financial leasing company, this should be noted/requested as an exception.

**Minority and Women-Owned Business:** CPC intends to undertake every effort to increase the opportunity for utilization of minority and women-owned businesses in all aspects of procurement. In connection with the performance of this solicitation, the Supplier agrees to use their best effort to carry out this intent and ensure that minority and women-owned enterprises shall have the maximum practicable opportunity to compete for subcontract work under this solicitation consistent with the efficient performance of this solicitation. CPC desires to promote wherever possible equitable opportunities for minority and women-owned businesses to participate in the services associated with this solicitation.

**New Agency Notification:** CPC will email the current participating agency list to the Supplier each quarter. Those agencies not renewing their participation must not receive CPC agency pricing/discounts.

**Notices:** Notices permitted or required to be given hereunder shall be deemed sufficient if given by written email addressed to the following recipients of the parties, or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given. Notices shall be sent to [info@purchasingconnection.org](mailto:info@purchasingconnection.org).

**Patent Indemnification:** The Supplier agrees to hold harmless CPC, its successors, assigns, customers and the users of its products from any liability of any nature or kind for use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract agreement, for which the contractor is not the patentee, assignee or licensee.

**Participating Agency:** A participating agency shall be defined in accordance with the Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11, North Dakota Century Code Chapter 54-40.3, and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that the entity is required to follow state and local procurement regulations.

**Party:** The name given to either organization who enters into a contractual agreement.

**Protests:** Vendors wishing to protest an award decision must submit a written protest delivered to the address listed below, and it must be received within seven (7) calendar days of the award notice email, fax, or telephone protests will not be accepted.

To be considered valid, a protest must include:

- Name, address, and telephone number of the protestor
- Signature of an authorized representative
- Specific grounds for the protest with clear factual support
- Reference to the specific solicitation and sections being contested
- 

Protests that fail to meet ALL the above requirements will be dismissed without review. Protests that merely request a re-evaluation of a proposal's scoring or content without identifying a violation of procurement procedures or applicable law will not be considered.

Send all protest correspondence to:

Cooperative Purchasing Connection  
1001 E. Mount Faith  
Fergus Falls, MN 56537  
Attn: Director of Cooperative Purchasing Connection

The decision of the agency regarding any protest is final.

**Relationship of Parties:** No contract agreement resulting from this solicitation shall be considered a contract of employment. The relationship between CPC and the Supplier is one of the independent contractors each free to exercise judgment and discretion concerning the conduct of their respective businesses. The parties do not intend the proposed contract agreement to create or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this solicitation, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

**Respondent:** A respondent has notified CPC of a desire to respond to the proposal and/or has submitted a proposal in response to this solicitation.

**Rights and Obligations Upon Termination:** Termination of the resulting contract award shall not release the party from the obligation to make payment of all amounts due and payable. Regardless of the cause, the Supplier must refrain from any activity which will create a negative relationship between participating agencies and CPC. Notification of termination to participating agencies shall not be made by the Supplier unless written approval has been received from CPC or its designee. Said approval shall include, but not be limited to, the content of the notice, its structure and timing. This will remain in effect for 60 days post-termination. When failure is deemed by the other party to be the result of willful and wanton negligence, it may result in a civil action against the first party. The Supplier will continue to provide warranty and product support as specified in their proposed response to the solicitation or by the manufacturer, whichever is greater, on all services purchased by participating agencies during the contract term. Upon termination, any website references and/or email accounts, created by either the Supplier or CPC and designed to promote the contract agreement resulting from this solicitation shall be terminated within 48 hours of the termination.

**Risk of Loss:** Regardless of F.O.B., the Supplier agree(s) to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur before delivery, and such loss or destruction shall not release the Supplier from any obligation hereunder.

**Safety Data Sheet (SDS):** Documentation providing workers and emergency personnel with procedures for handling or working with a specific substance safely, and information such as physical data, toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures. SDS documentation must accompany all deliveries when required by federal, state, and local laws.

**Sales Tax:** Sales and other taxes shall not be included in the prices quoted. The Supplier will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each participating agency is responsible for verifying the tax-exempt status to the Supplier. When ordering, participating agencies must indicate that they are tax-exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Supplier resulting from this solicitation.

**Severability:** If any of the terms of this solicitation conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this agreement, and this agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions compromise an integral part of or are otherwise inseparable from, the remainder of the resulting agreement.

**Substitutions:** The materials, products or equipment described in these documents establish a standard of type, function, and quality to be met by any proposed substitution. Unless the specification prohibits substitution, Suppliers are encouraged to propose materials, products or equipment of comparable type, function, and quality. Proposals for substitute items shall be stated in the appropriate blank on the proposal form, or if the form does not contain blanks for substitution, on the Supplier's letterhead attached to the pricing form. Suppliers shall attach to the form a statement of the manufacturer and brand name of each proposed substitution plus a complete description of the item, including descriptive literature, illustrations, performance, and test data and any other information necessary for evaluation. The burden of proof is upon the respondent for the merit of the proposed substitution.

**Termination:** CPC reserves the right to terminate this contract, without penalty or recourse, in whole or in part, whereas termination is in the best interest of the participating agencies. The Parties may terminate the Agreement

without cause by mutual written consent or by either Party with a minimum of 60 days written notice. The Supplier will not accept any new orders after the termination date specified in the notice. Participating agencies will only be required to pay the Supplier for goods and services delivered before termination and not otherwise returned following the Supplier's return policy. If the participating agency has paid the Supplier for goods and services not yet provided as of the date of termination, the Supplier shall immediately refund such payment(s). Any termination shall not affect projects that are in progress or in receipt of a purchase order (PO) at the time the termination is received. The Supplier shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the termination. The Supplier will not be reimbursed for any anticipated profit. CPC reserves the right to cancel, or suspend the use thereof, any contract resulting from this solicitation upon any one of the following events with the Supplier:

1. Voluntary or involuntary bankruptcy or insolvency;
2. Failure to remedy a material breach to the terms and conditions of this solicitation;
3. Receipt of written information from any authorized agency finding activities the Supplier engaged in according to this solicitation to violate the law.

**Termination for Default:** If either Party is in default under this contract, it shall have an opportunity to cure the default within the time indicated, 10 business days, after it is given written notice of default to the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have 10 business days to provide a satisfactory response. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. CPC reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Supplier, or if the Supplier fails to comply with any contract terms and conditions or fails to provide adequate assurances of future performance.

In the event of termination for cause, CPC and its participating agencies shall not be liable to the Supplier for any amount of supplies or services not accepted, and the Supplier shall be liable to CPC and its participating agencies for any and all rights and remedies provided by law. If it is determined that CPC improperly terminated this contract for default, such termination shall be deemed a termination for convenience. CPC will issue written notice to the Supplier for acting or failing to act in any of the following:

1. The Supplier provides material that does not meet the specifications of the contract;
2. The Supplier fails to adequately perform the services set forth in the specifications of the contract;
3. The Supplier fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Supplier fails to make progress in the performance of the contract and/or gives CPC reason to believe that the Supplier will not or cannot perform to the requirements of the contract;
5. The Supplier fails to observe any of the terms and conditions of the contract.

**Termination for Non-Appropriation:** Any individual participating agency's procurement/contract covered by this solicitation and executed in accordance with the resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of a court order, or because of insufficient appropriations made available to the participating agency's governing board and/or its State Legislature. Such termination will be affected by sending fifteen (15) days written notice to the Supplier. The participating agency's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Supplier and shall be final.

**Tri-State Area:** Defined as the three states participating in CPC (Minnesota, North Dakota and South Dakota) and their participating agencies.

**Supplier Orientation (CPC 101):** The Supplier and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Supplier and resellers/sub-contractors on the purpose and nature of CPC. The Supplier will not be marketed to participating agencies until they have completed the Supplier orientation session.

**Waiver:** No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

Revised 8/2025

## Part -3- Questionnaire

### RFP #26.02 - Vehicles

#### Instructions

This questionnaire is a requirement of Cooperative Purchasing Connection (CPC). Please note that while some responses are for informational purposes only, others will be used as part of the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Part 3 Questionnaire - Name of Company**”.
5. Submit the Questionnaire, along with other required documents via Public Purchase.

**The following sections need to be completed before submission:**

1. Company Information
2. Qualifications & Experience
3. Performance Capability
4. Products, Service & Pricing
5. Value Add
6. Exceptions & Deviations
7. Additional Requirements

## Company Information

**Name of Company:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**City, State, Zip code:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

	Name	Email	Phone
Primary Contact 1 for Proposal			
Primary Contact 2 for Proposal			

Provide the following company contacts that will be working with this anticipated contract. Include name, email, and phone number(s).

	Name	Email	Phone
General Manager			
Contract Manager			
Sales Manager			
Marketing Manager			
Customer Service Manager			
Account Manager(s)			

### Provide your Unique Entity Identifier (SAM.gov)

Vendor Name	UEI

Identify any business types/classifications that your company holds. \*Submit documentation in PDF format to verify business status (see submittal checklist).

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Supplier
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

1. How is your organization best described: Is it a manufacturer, a distributor/dealer/reseller, or a service provider?

Click or tap here to enter text.

2. If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees or employees of a third party?

Click or tap here to enter text.

**3. List any similar cooperative or state contracts that your company holds that participating agencies have access to and include the contract expiration date.**

Click or tap here to enter text.

**4. How will your company position a potential resulting contract with CPC versus other contracts you have access to?**

Click or tap here to enter text.

**5. In the past five (5) years, has your company or any proposed subcontractors been involved in any alleged or actual contract failures, breaches, or been the subject of any civil or criminal litigation or investigations, whether pending or resolved?**

Yes

No

If YES, provide detailed documentation. Include any contracts where your organization was found guilty or liable, as well as any issues that could impact your ability to perform the requested services.

Click or tap here to enter text.

**6. Has your company been disbarred and or suspended from doing business within the United States?**

Yes

No

If YES, list what states, the reason for debarment and/or suspension, and its effective dates.

Click or tap here to enter text.

## Qualifications & Experience

**1. Provide a brief background of your organization, including the year it was founded, your company's business philosophy, industry longevity, etc. (1-2 paragraphs max.).**

Click or tap here to enter text.

**2. Provide evidence of what your company is doing to remain viable in the industry (i.e., how you are adapting to changes, etc.?).**

Click or tap here to enter text.

**3. Describe your customer retention practices, including how you maintain long-term relationships and the percentage or number of customers who return for repeat business.**

Click or tap here to enter text.

**4. On average, how many agencies do you currently serve with the same or similar products and services as those proposed in this RFP?**

Click or tap here to enter text.

**5. Using the table below, input the percentage of your company's annual revenue by customer market**

Customer Market	% of Revenue
City/county government	
K12 education	
Non-profits - 501(c)(3)	
Higher education	

**6. Describe the percentage of your company's annual revenue by customer market (city/county/government; K12 education; non-profits - 501(c)(3); higher education).**

**7. Describe your experience and the sales approach your company will take with participating public agencies.**

Click or tap here to enter text.

**8. Provide any additional information relevant to this section.**

Click or tap here to enter text.

**Provide three (3) references that have purchased vehicles from your company within the last two (2) years. References from the tri-state area are preferred. A contact name, phone number and email will be required. \*Note, ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may affect your evaluation.**

**Reference #1 – Company Name**

**Service/Product Purchased**

**Year of Purchase**

**Reference Contact**

**Phone**

**Email**

Click or tap here to enter text.

**Reference #2 – Company Name**

**Service/Product Purchased**

**Year of Purchase**

**Reference Contact**

**Phone**

**Email**

Click or tap here to enter text.

**Reference #3 – Company Name**

**Service/Purchase Purchased**

**Year of Purchase**

**Reference Contact**

**Phone**

**Email**

Click or tap here to enter text.

## Performance & Capability

**1. What has motivated your company to respond to our solicitation? What aspects of our organization or solicitation captured your interest?**

Click or tap here to enter text.

**2. What are your company's expectations in the event of an award?**

Click or tap here to enter text.

**3. Are there any participating agencies (govt., education, non-profits, etc.) you will NOT be serving through the proposed contract?**

Click or tap here to enter text.

**4. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, technology, and product line, or any key employees.**

Click or tap here to enter text.

**5. Describe your ordering process beginning with order placement and ending with delivery/installation. Include ordering methods, receipt of order, lead times, installation, and any other related services.**

Click or tap here to enter text.

**6. What is your company's fill rate and success in meeting project timelines?**

Click or tap here to enter text.

**7. Describe your company's customer service/problem resolution process. Include hours of operation, number of services, modes of contact, etc.**

Click or tap here to enter text.

**8. Describe how your company plans to utilize this contract. How will you educate and train company personnel on the contract terms and conditions, details, and promotion of the contract.**

Click or tap here to enter text.

**9. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.**

Click or tap here to enter text.

**10. Describe your company's use of technology and digital data in your marketing.**

Click or tap here to enter text.

**11. From your perspective, what is CPC's role in promoting a contract resulting from this solicitation?**

Click or tap here to enter text.

**12. Describe your company's contract implementation or customer transition plan.**

Click or tap here to enter text.

**13. Describe your company's experience and ability to work with punch-out and cXML marketplace systems.**

Click or tap here to enter text.

**14. Provide any additional information relevant to this section.**

Click or tap here to enter text.

## Products, Service & Pricing

**1. What specific products and/or services are you proposing under this solicitation?**

Click or tap here to enter text.

**2. Indicate the level of support your company will offer on this contract category.**

\_\_\_\_\_ Pricing is better than what is offered to individual agencies.

\_\_\_\_\_ Pricing is better than what is offered to cooperative agencies.

\_\_\_\_\_ Other, please describe

If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:

Click or tap here to enter text.

**3. Describe how participating agencies will verify they are receiving contract pricing.**

Click or tap here to enter text.

**4. Describe any minimum order requirements and if any surcharges will be assessed for not meeting that minimum.**

Click or tap here to enter text.

**5. Describe your warranty and warranty process for all products and services.**

Click or tap here to enter text.

**6. Describe the return process and restocking fees associated with a return.**

Click or tap here to enter text.

**7. Describe your company's allowed methods for payment and if any fees are assessed for those methods. Also describe how your company works with agencies to determine payment terms.**

Click or tap here to enter text.

**8. Describe the frequency of price list revisions. Describe any indices used to guide price adjustments.**

Click or tap here to enter text.

**9. Describe how future product introductions will be priced and align with contract proposed pricing.**

Click or tap here to enter text.

**10. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.**

Click or tap here to enter text.

**11. Provide any additional information relevant to this section.**

Click or tap here to enter text.

## Value Add

**1. Are you offering any additional benefits (outside of discounted pricing) that add value to this contract? If so, please describe below. Also, please indicate if the benefit(s) is exclusive to CPC.**

Click or tap here to enter text.

## Exceptions & Deviations

**Our company is requesting an Exception and/or Deviation to the RFP documents.**

Yes

No

If YES, complete the questions below:

**List any additional stipulations and/or requirements your company requests that are not covered in the RFP.**

Click or tap here to enter text.

**List any exceptions your company is requesting to the terms outlined in the Technical Specifications. Respondents must include the following when requesting exceptions:**

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- A proposed alternative to meet the needs of participating agencies and the cooperative

Click or tap here to enter text.

RFP Section	Exception	Why This is an Issue	Proposed Alternative

## Additional Requirements

As required by CPC, submit the following additional items as individual PDFs as outlined below:

**1. Exhibit A - State Business/Dealer's License**

Submit for each state in which your company plans to conduct business.

**2. Exhibit B - Authorization to Act as a Dealer**

If your company is considered a distributor/dealer/reseller, submit your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP.

## Forms & Signatures

### RFP #26.02 - Vehicles

#### Instructions

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "***Forms & Signatures - Name of Company***".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

**The following sections will need to be completed prior to submission:**

1. [Contract Offer & Award](#)
2. [Uniform Guidance "EDGAR" Certification Form](#)
3. [Subcontractor Utilization Form](#)

## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Supplier and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

### Part I: Supplier

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

Business Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

**Authorized  
Signature** \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Supplier, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Agency \_\_\_\_\_ Authorized  
Signature \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ Contract # \_\_\_\_\_

Contract/Agreement to Commence \_\_\_\_\_

# EDGAR Certification Form

## 2 CFR Part 200

### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR 200

**The following provisions are required and apply when federal funds are expended by participating agencies for any contract resulting from this procurement process.**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

#### **(A) Supplier Violation or Breach of Contract Terms**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Supplier default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any contract award will be subject to such provisions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

#### **(B) Termination for Cause and for Convenience**

Pursuant to Federal Rule (B) above when federal funds are expended by participating agencies, the participating agency reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Supplier, in the event the Supplier fails to" (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The participating agency reserves the right to terminate the contract immediately, with written notice to Supplier, for convenience, if the participation agency believes, in its sole discretion that it is in the best interest of the participating agency to do so. The Supplier will be compensated for work perform and accepted and goods accepted by the participating agency as of the termination date if the contract is terminated for convenience of the participating agency. Any award made under this procurement process is not exclusive and the participating agency reserves the right to purchase goods and services from other Suppliers when it is in the best interest of the participating agency.

#### **(C) Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### **(D) Davis Bacon Act**

When required by Federal program legislation, Supplier agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Supplier shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Supplier is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Supplier shall 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.

Supplier 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 CFR Part 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.

#### **(E) Contract Work Hours and Safety Standards Act**

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 CFR Part 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 workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a halftimes the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 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 that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **(F) Right to Inventions Made Under a Contract or Agreement**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 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.

#### **(G) Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

#### **(H) Debarment and Suspension (Executive Order 12549 and 12689)**

A contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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.

#### **(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Suppliers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by participating agencies, the Supplier certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriated tiers and that all subrecipients shall certify and disclose accordingly.

#### **(J) Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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.

#### **(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

A participating agency is prohibited from obligating or expending funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services products or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## (L) Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For the purpose of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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## PROFIT AS A SEPARATE ELEMENT OF PRICE

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For purchases using federal funds in excess of \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Supplier agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier agrees that the total price, including profit, charged by the Supplier to the participating agency shall not exceed the awarded pricing.

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## RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

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When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Supplier further certifies that Supplier will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that the Supplier will be in compliance with 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

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## CERTIFICATION OF NON-COLLUSION STATEMENT

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Supplier certifies under penalty of perjury that its responsible to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**Pursuant to Federal Ruling, when federal funds are expended by participating agencies, the Supplier hereby certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, Supplier certifies compliance will all provisions, laws, acts, regulations as specifically noted above. The Supplier agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable.**

Business Name \_\_\_\_\_

Authorized  
Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Title \_\_\_\_\_

## Subcontractor Utilization Form

**Instructions:** List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

Supplier Name: \_\_\_\_\_

If a subcontractor will not be used, check this box:

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Email Address of Contact: \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Email Address of Contact: \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Email Address of Contact: \_\_\_\_\_

Services to be provided: \_\_\_\_\_

## Part 5 - Pricing

**Suppliers must complete all required tabs in this workbook (Part 5 – Pricing ) for their pricing proposal to be complete.**

**Instructions.** This spreadsheet contains multiple tabs relating to this RFP. Please follow the directions provided on each tab and complete the worksheets as they pertain to your company's offerings. All pages have been formatted to print to one page width, however, you may add additional lines as needed. Each individual worksheet will note if it's a required or optional form. Per the RFP terms and conditions, all worksheets listed as optional are considered a value-added attribute.

**\*Please note this workbook has multiple tabs.**

**This workbook contains the following tabs/worksheets:**

- 1 - Make/Model Manufacturer Discount - **REQUIRED**
- 2 - Services
- 3 - Additional Discounts

**1 - Model/Make - Manufacturer Discount - REQUIRED**

Input the Net Effective Bid Price and respective information for all line items in the entire catalog. Pricing detailed is for the "Base Price" MSRP prior to any options packages being added. All options/packages must be added by the participating agency at the time of the order.

**2 - Services - Optional**

Suppliers must provide pricing for any services that are included in their response. If a Supplier is not offering any services, this worksheet is not required.

**3 - Additional Discounts - Optional**

Suppliers have the opportunity to offer additional discounts on top of contract pricing. If your response includes additional discounts, provide your discount schedule on this worksheet. If your response does not include additional discounts, this worksheet is not required.

## 2 - Make/Model - Manufacturer Discount REQUIRED FORM

**INSTRUCTIONS:**

In the form below, define the make and model in which your company is offering to CPC participation agencies through this solicitation and the discount associated with that category. Rows have been provided, please add additional rows as needed. Please note this is a **required form**.

Responding Company's Name:

No.	Make	Model	Model Year	Available: Y or N	Base Price (MSRP)	Pricing Deviation	Net Effective Bid Price (before options)	Comments	No.
1									1
2									2
3									3
4									4
5									5
6									6
7									7
8									8
9									9
10									10
11									11
12									12
13									13
14									14
15									15
16									16
17									17
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43									43
44									44
45									45
46									46
47									47
48									48
49									49
50									50
51									51
52									52
53									53
54									54
55									55
56									56
57									57

No.	Make	Model	Model Year	Available: Y or N	Base Price (MSRP)	Pricing Deviation	Net Effective Bid Price (before options)	Comments	No.
58									58
59									59
60									60
61									61
62									62
63									63
64									64
65									65
66									66
67									67
68									68
69									69
70									70
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117									117
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119									119
120									120
121									121
122									122
123									123
124									124
125									125
126									126
127									127
128									128
129									129
130									130

No.	Make	Model	Model Year	Available: Y or N	Base Price (MSRP)	Pricing Deviation	Net Effective Bid Price (before options)	Comments	No.
131									131
132									132
133									133
134									134
135									135
136									136
137									137
138									138
139									139
140									140
141									141
142									142
143									143
144									144
145									145
146									146
147									147
148									148
149									149

## 2 - Services

**Suppliers must provide pricing for any services that are included in their response. If a Supplier is not offering any services, this worksheet is not required.**

**INSTRUCTIONS:** Complete the tables below for those services you are willing to provide. If services are not part of your response, you do not need to complete this tab.

**This worksheet is only required if services are included in your response.**

Responding Company's Name:

### Uplifting Products & Services

Description	Standard Price & Rate	Discounted Price & Rate	Member Savings	Per Diem Charges (daily rate, if any)	Mileage Charges (per mile, if any)	Notes/Comments
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			

### Installation/Assembly (Labor)

\*Prevailing wage projects/installations are subject to higher hourly rates/charges. Prevailing wage rates change by MN county. Participating agencies are required to notify the Vendor if prevailing wages are required (state/federal funding as part or all of the project/purchase).

Description	Standard Price & Rate	Discounted Price & Rate	Member Savings	Per Diem Charges (daily rate, if any)	Mileage Charges (per mile, if any)	Notes/Comments
Min. Hourly Rate - Regular Hours			#DIV/0!			
Max. Hourly Rate - Regular Hours			#DIV/0!			
Not to Exceed Hourly Rate - Regular Hours			#DIV/0!			
Min. Hourly Rate - Evening			#DIV/0!			
Max. Hourly Rate - Evening			#DIV/0!			
Not to Exceed Hourly Rate - Evening			#DIV/0!			
Min. Hourly Rate - Weekend/Holidays			#DIV/0!			
Max. Hourly Rate - Weekend/Holidays			#DIV/0!			
Not to Exceed Hourly Rate - Weekend/Holidays			#DIV/0!			

### Other Costs/Services (Maintenance plans, extended warranties, etc.)

Description	Standard Price & Rate	Discounted Price & Rate	Member Savings	Per Diem Charges (daily rate, if any)	Mileage Charges (per mile, if any)	Notes/Comments
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			

## 3 - Additional Discounts

**Suppliers have the opportunity to offer additional discounts on top of contract pricing. If your response includes additional discounts, provide your discount schedule on this worksheet. If your response does not include additional discounts, this worksheet is not required.**

**INSTRUCTIONS:** Complete the form below if your company is offering additional discounts on top of contract pricing for certain purchasing situations (i.e. discounts based on volume, bulk one-time order, a group of local agencies in a geographic area combining requirements, etc.).

**This worksheet is only required if additional discounts are included in your response.**

Notifications Report					
Agency	Cooperative Purchasing Connection				
Bid Number	205634				
Bid Title	Vehicles				
Vendor Name	State	Invitation	Date	Email	Reason
Allstate Peterbilt Group	WI	Classification	2025-10-06 11:44:10	jsemington@wdlarson.com	Bid Notification
Astleford International Trucks, Inc.	MN	Classification	2025-10-06 11:44:10	pmartin@astleford.com	Bid Notification
AVAN Mobility	ND	Classification	2025-10-06 11:44:10	stacey.henry@movemobility.ca	Bid Notification
Barkau Automotive	IL	Classification	2025-10-06 11:44:10	tkubly@barkauautomotive.com	Bid Notification
Barnett Auto	MN	Classification	2025-10-06 11:44:10	joe@yahoo.com	Bid Notification
Bob Fish	WI	Classification	2025-10-06 11:44:10	bhlembobfish@hotmail.com	Bid Notification
Boyer Ford Trucks	MN	Classification	2025-10-06 11:44:10	jbullerman@boyertrucks.com	Bid Notification
DF Interactive LLC	NC	Self Invited	2025-10-10 13:14:53	bids+publicpurchase@davidfine.dev	Bid Answer
DF Interactive LLC	NC	Self Invited	2025-10-14 10:36:07	bids+publicpurchase@davidfine.dev	Bid Answer
DF Interactive LLC	NC	Self Invited	2025-10-14 10:38:54	bids+publicpurchase@davidfine.dev	Bid Answer
DF Interactive LLC	NC	Self Invited	2025-10-15 05:23:09	bids+publicpurchase@davidfine.dev	Addendum Notification
DiverseID Products of Florida, LLC	MO	Classification	2025-10-06 11:44:10	martina.derra@diverseid.com	Bid Notification
Dodge of Burnsville	MN	Classification	2025-10-06 11:44:10	jgerber@dodgeofburnsville.com	Bid Notification
DUECO, Inc	WI	Classification	2025-10-06 11:44:10	bids@dueco.com	Bid Notification
Duluth Dodge Inc	MN	Classification	2025-10-06 11:44:10	jopetrey@charter.net	Bid Notification
ELITE TEXTILE TRADING LLC	CA	Self Invited	2025-10-10 13:14:53	amy@elitetex.us	Bid Answer
ELITE TEXTILE TRADING LLC	CA	Self Invited	2025-10-14 10:36:07	amy@elitetex.us	Bid Answer
ELITE TEXTILE TRADING LLC	CA	Self Invited	2025-10-14 10:38:54	amy@elitetex.us	Bid Answer
ELITE TEXTILE TRADING LLC	CA	Self Invited	2025-10-15 05:23:09	amy@elitetex.us	Addendum Notification
Ford Pro Charging	MI	Classification	2025-10-06 11:44:10	proposals@groups.ford.com	Bid Notification
Grafix Shoppe	MN	Classification	2025-10-06 11:44:10	dani@grafixshoppe.com	Bid Notification
Hartland Fuel Products	WI	Classification	2025-10-06 11:44:10	jack.hunter@hartlandfuels.com	Bid Notification
Henderson Products Inc	IA	Classification	2025-10-06 11:44:10	jtobin@hendersonproducts.com	Bid Notification
Hy Gas Products Inc	SD	Classification	2025-10-06 11:44:10	john@fourseasonssportscenter.com	Bid Notification
I 80 Equipment	IL	Classification	2025-10-06 11:44:10	digger@i80equipment.com	Bid Notification
Ken Vance Motors	WI	Classification	2025-10-06 11:44:10	kevinklinkhammer@kenvance.com	Bid Notification
L&L Supplies	TX	Self Invited	2025-10-10 13:14:53	swalker8585@gmail.com	Bid Answer
L&L Supplies	TX	Self Invited	2025-10-14 10:36:07	swalker8585@gmail.com	Bid Answer
L&L Supplies	TX	Self Invited	2025-10-14 10:38:54	swalker8585@gmail.com	Bid Answer
L&L Supplies	TX	Self Invited	2025-10-15 05:23:09	swalker8585@gmail.com	Addendum Notification
LDV, inc.	WI	Classification	2025-10-06 11:44:10	mlynch@ldvusa.com	Bid Notification
LDV, Inc.	WI	Classification	2025-10-06 11:44:10	awulfekuhle@ldvusa.com	Bid Notification
NADA Scientific, Ltd.	NY	Classification	2025-10-06 11:44:10	support@nadascientific.com	Bid Notification

Nelson Auto Center	MN	Self Invited	2025-10-10 13:14:53	jpatelski@Nelsonfleet.com	Bid Answer
Nelson Auto Center	MN	Self Invited	2025-10-14 10:36:07	jpatelski@Nelsonfleet.com	Bid Answer
Nelson Auto Center	MN	Self Invited	2025-10-14 10:38:54	jpatelski@Nelsonfleet.com	Bid Answer
Nelson Auto Center	MN	Self Invited	2025-10-15 05:23:09	jpatelski@Nelsonfleet.com	Addendum Notification
Nelson Auto Center, Inc	MN	Classification	2025-10-06 11:44:10	mlarson@nelsonfleet.com	Bid Notification
Nelson Auto Center, Inc	MN	Classification	2025-10-10 13:14:53	mlarson@nelsonfleet.com	Bid Answer
Nelson Auto Center, Inc	MN	Classification	2025-10-14 10:36:07	mlarson@nelsonfleet.com	Bid Answer
Nelson Auto Center, Inc	MN	Classification	2025-10-14 10:38:54	mlarson@nelsonfleet.com	Bid Answer
Nelson Auto Center, Inc	MN	Classification	2025-10-15 05:23:09	mlarson@nelsonfleet.com	Addendum Notification
NEUVILLE MOTORS	WI	Classification	2025-10-06 11:44:10	chris.klein@neuvillemotors.com	Bid Notification
RIDE Mobility LLC	CA	Classification	2025-10-06 11:44:10	bids.na@ride.co	Bid Notification
River valley ford	WI	Classification	2025-10-06 11:44:10	Joe@rivervalleyford.com	Bid Notification
Rosenbauer Minnesota, LLC	MN	Classification	2025-10-06 11:44:10	mgoldeman@rosenbaueramerica.com	Bid Notification
Rush Truck Centers of Kansas, Inc	KS	Classification	2025-10-06 11:44:10	beckerd@rushenterprises.com	Bid Notification
samsearch	CA	Self Invited	2025-10-10 13:14:53	hisham@samgovai.com	Bid Answer
samsearch	CA	Self Invited	2025-10-14 10:36:07	hisham@samgovai.com	Bid Answer
samsearch	CA	Self Invited	2025-10-14 10:38:54	hisham@samgovai.com	Bid Answer
samsearch	CA	Self Invited	2025-10-15 05:23:09	hisham@samgovai.com	Addendum Notification
Schmelz Countryside VW	MN	Classification	2025-10-06 11:44:10	jschmelz@saabvw.com	Bid Notification
Schmelz Countryside VW	MN	Classification	2025-10-10 13:14:53	jschmelz@saabvw.com	Bid Answer
Schmelz Countryside VW	MN	Classification	2025-10-14 10:36:07	jschmelz@saabvw.com	Bid Answer
Schmelz Countryside VW	MN	Classification	2025-10-14 10:38:54	jschmelz@saabvw.com	Bid Answer
Schmelz Countryside VW	MN	Classification	2025-10-15 05:23:09	jschmelz@saabvw.com	Addendum Notification
School Wholesale Supplies LLC	TN	Self Invited	2025-10-10 13:14:53	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2025-10-14 10:36:07	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2025-10-14 10:38:54	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2025-10-15 05:23:09	jpdas@eii-usa.com	Addendum Notification
The Bid Lab	NY	Self Invited	2025-10-10 13:14:53	bidfinder@thebidlab.com	Bid Answer
The Bid Lab	NY	Self Invited	2025-10-14 10:36:07	bidfinder@thebidlab.com	Bid Answer
The Bid Lab	NY	Self Invited	2025-10-14 10:38:54	bidfinder@thebidlab.com	Bid Answer
The Bid Lab	NY	Self Invited	2025-10-15 05:23:09	bidfinder@thebidlab.com	Addendum Notification
Truck Utilities	MN	Classification	2025-10-06 11:44:10	craigc@mail.truckutilities.com	Bid Notification
UNITED SALES INC	MN	Classification	2025-10-06 11:44:10	randy@unitedbussales.com	Bid Notification
Universal Truck Equipment, Inc.	WI	Classification	2025-10-06 11:44:10	sheryl@universaltruckequipment.com	Bid Notification
Waev Inc	CA	Self Invited	2025-10-10 13:14:53	alexandria.kelly@waevinc.com	Bid Answer
Waev Inc	CA	Self Invited	2025-10-14 10:36:07	alexandria.kelly@waevinc.com	Bid Answer
Waev Inc	CA	Self Invited	2025-10-14 10:38:54	alexandria.kelly@waevinc.com	Bid Answer
Waev Inc	CA	Self Invited	2025-10-15 05:23:09	alexandria.kelly@waevinc.com	Addendum Notification
White's Energy Motors	WY	Classification	2025-10-06 11:44:10	apopke@whitecars.com	Bid Notification
Wild Rose Chevrolet LLC	IA	Classification	2025-10-31 08:25:17	gail@wildrosechevrolet.com	Bid Notification

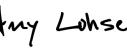
Access Report				
Agency	Cooperative Purchasing Connection			
Bid Number	26.02			
Bid Title	Vehicles			
Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
Nelson Auto Center	2025-10-06 02:03 PM CDT	2025-10-06 02:06 PM CDT	Part 5 RFP 26.02 - Vehicles - Pricing.xlsx Part 4 RFP 26.02 - Vehicles - Forms & Signatures.pdf Part 3 RFP 26.02 - Vehicles - Questionnaire.docx Part 2 RFP 26.02 - Vehicles - General Terms and Conditions.pdf Part 1 RFP 26.02 - Vehicles.pdf	
samsearch	2025-10-07 02:12 AM CDT	2025-10-07 02:12 AM CDT	Part 5 RFP 26.02 - Vehicles - Pricing.xlsx Part 4 RFP 26.02 - Vehicles - Forms & Signatures.pdf Part 3 RFP 26.02 - Vehicles - Questionnaire.docx Part 2 RFP 26.02 - Vehicles - General Terms and Conditions.pdf Part 1 RFP 26.02 - Vehicles.pdf	
School Wholesale Supplies LLC	2025-10-08 12:37 AM CDT	2025-10-11 01:05 AM CDT	Part 5 RFP 26.02 - Vehicles - Pricing.xlsx Part 1 RFP 26.02 - Vehicles.pdf	
American Vet Works Inc	2025-10-10 11:26 AM CDT	2025-10-10 11:26 AM CDT		
DF Interactive LLC	2025-10-06 12:58 PM CDT	2025-11-03 09:52 AM CST	Part 1 RFP 26.02 - Vehicles - 10.14.25.pdf Part 5 RFP 26.02 - Vehicles - Pricing.xlsx Part 4 RFP 26.02 - Vehicles - Forms & Signatures.pdf Part 3 RFP 26.02 - Vehicles - Questionnaire.docx Part 2 RFP 26.02 - Vehicles - General Terms and Conditions.pdf Part 1 RFP 26.02 - Vehicles.pdf	
UNITED SALES INC	2025-10-09 08:25 AM CDT	2025-10-09 08:25 AM CDT		
ELITE TEXTILE TRADING LLC	2025-10-07 12:14 PM CDT	2025-11-05 11:14 AM CST	Part 2 RFP 26.02 - Vehicles - General Terms and Conditions.pdf Part 3 RFP 26.02 - Vehicles - Questionnaire.docx Part 4 RFP 26.02 - Vehicles - Forms & Signatures.pdf Part 1 RFP 26.02 - Vehicles.pdf Part 5 RFP 26.02 - Vehicles - Pricing.xlsx	
AVAN Mobility	2025-10-06 12:44 PM CDT	2025-10-06 12:45 PM CDT		
Schmelz Countryside VW	2025-10-06 07:15 PM CDT	2025-10-06 07:17 PM CDT	Part 5 RFP 26.02 - Vehicles - Pricing.xlsx Part 1 RFP 26.02 - Vehicles.pdf	

L&L Supplies	2025-10-07 07:43 AM CDT	2025-10-07 07:44 AM CDT	Part 5 RFP 26.02 - Vehicles - Pricing.xlsx Part 4 RFP 26.02 - Vehicles - Forms & Signatures.pdf Part 3 RFP 26.02 - Vehicles - Questionnaire.docx Part 2 RFP 26.02 - Vehicles - General Terms and Conditions.pdf Part 1 RFP 26.02 - Vehicles.pdf	
The Bid Lab	2025-10-07 02:17 AM CDT	2025-11-05 04:46 AM CST	Part 1 RFP 26.02 - Vehicles - 10.14.25.pdf Part 5 RFP 26.02 - Vehicles - Pricing.xlsx Part 4 RFP 26.02 - Vehicles - Forms & Signatures.pdf Part 3 RFP 26.02 - Vehicles - Questionnaire.docx Part 2 RFP 26.02 - Vehicles - General Terms and Conditions.pdf Part 1 RFP 26.02 - Vehicles.pdf	
First American Equipment Finance	2025-10-20 09:01 AM CDT	2025-10-20 09:01 AM CDT		
Ask IT Consulting Inc.	2025-10-06 11:32 PM CDT	2025-10-06 11:32 PM CDT		
Dodge Data & Analytics	2025-10-06 11:52 PM CDT	2025-11-07 03:25 AM CST		
Nelson Auto Center, Inc	2025-10-10 11:54 AM CDT	2025-11-05 10:48 AM CST	Part 2 RFP 26.02 - Vehicles - General Terms and Conditions.pdf Part 1 RFP 26.02 - Vehicles - 10.14.25.pdf Part 5 RFP 26.02 - Vehicles - Pricing.xlsx Part 4 RFP 26.02 - Vehicles - Forms & Signatures.pdf Part 3 RFP 26.02 - Vehicles - Questionnaire.docx Part 1 RFP 26.02 - Vehicles.pdf	2025-11-05 10:40 AM CST
Waev Inc	2025-10-07 09:53 AM CDT	2025-10-07 09:56 AM CDT	Part 4 RFP 26.02 - Vehicles - Forms & Signatures.pdf Part 3 RFP 26.02 - Vehicles - Questionnaire.docx Part 5 RFP 26.02 - Vehicles - Pricing.xlsx Part 1 RFP 26.02 - Vehicles.pdf	

# Opening Record

## RFP #26.02 Vehicles

### Request for Proposal

DocuSigned by:  
  
 Amy Lohse  
 981BDA49D4464FE...

Amy Lohse

November 5, 2025

Date

Signed by:  
  
 Joni Puffett  
 BE0ED0E17BEC407...

Joni Puffett

4:05 p.m.

Time

DocuSigned by:  
  
 Lori Mittelstadt  
 48D2E03F59EF456...

Lori Mittelstadt

Company Responding	Part 3 Questionnaire *	Part 4 Forms & Signatures *	Part 5 Pricing Schedule*	Certificate of Insurance **	Business Type/Classification, (optional)	Additional Information Submitted, (optional)	Moves to Evaluation
Nelson Auto Center Inc.	X	X	X	X	N/A	Exhibit A – NO Exhibit B – Yes	Yes

A complete and responsive proposal must include all documents listed above, unless otherwise noted.

**Required at Opening (\*):** Any document marked with an asterisk (\*) must be included at the time of the proposal opening. Proposals missing these documents will be disqualified and will not proceed to evaluation.

**Required Before Evaluation (\*\*):** Documents marked with a double asterisk (\*\*) are required in order for a proposal to move forward to evaluation. If these documents are not included at the time of opening, CPC may request them after the proposals have been opened.

## Part -3- Questionnaire

### RFP #26.02 - Vehicles

#### Instructions

This questionnaire is a requirement of Cooperative Purchasing Connection (CPC). Please note that while some responses are for informational purposes only, others will be used as part of the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Part 3 Questionnaire - Name of Company**”.
5. Submit the Questionnaire, along with other required documents via Public Purchase.

**The following sections need to be completed before submission:**

1. Company Information
2. Qualifications & Experience
3. Performance Capability
4. Products, Service & Pricing
5. Value Add
6. Exceptions & Deviations
7. Additional Requirements

## Company Information

**Name of Company:** Nelson Auto Center, Inc.  
**Company Address:** 2228 College Way/PO Box 338  
**City, State, Zip code:** Fergus Falls, MN 56538-0338  
**Website:** Nelsonfergusfalls.com  
**Phone:** 218-998-8865 Direct or 800-477-3013

	<b>Name</b>	<b>Email</b>	<b>Phone</b>
<b>Primary Contact 1 for Proposal</b>	Melissa Larson	Mlarson@nelsonfleet.com	218-998-8865
<b>Primary Contact 2 for Proposal</b>	Jessica Patelski	Jpatelski@nelsonfleet.com	218-998-8827

Provide the following company contacts that will be working with this anticipated contract. Include name, email, and phone number(s).

	<b>Name</b>	<b>Email</b>	<b>Phone</b>
<b>General Manager</b>	Laurel Nelson	Laurel@nelsonauto.center	218-998-8878
<b>Contract Manager</b>	Melissa Larson	Mlarson@nelsonfleet.com	218-998-8865
<b>Sales Manager</b>	Melissa Larson	Mlarson@nelsonfleet.com	218-998-8865
<b>Marketing Manager</b>	Mary Dolan	Marydolan338@gmail.com	218-998-8878
<b>Customer Service Manager</b>	NA		
<b>Account Manager(s)</b>	Melissa Larson Jessica Patelski	<a href="mailto:Mlarson@nelsonfleet.com">Mlarson@nelsonfleet.com</a> <a href="mailto:Jpatelski@nelsonfleet.com">Jpatelski@nelsonfleet.com</a>	218-998-8865 218-998-8827

### Provide your Unique Entity Identifier (SAM.gov)

<b>Vendor Name</b>	<b>UEI</b>
Nelson Auto Center	NH8HPCC4M6A3

Identify any business types/classifications that your company holds. \*Submit documentation in PDF format to verify business status (see submittal checklist). N/A

<b>x</b>	<b>Business Type/Classification</b>
8(a)	8(a) Qualified Business
DBE	Disadvantaged Business Enterprise
HUB	Historically Underutilized Business Zone
MBE	Minority-Owned Business Enterprise
MWBE	Minority Women-Owned Business Enterprise
SBE	Small Business Enterprise
Other; list name:	

<b>x</b>	<b>Business Type/Classification</b>
SDB	Small Disadvantaged Business
SDVOB	Service-Disabled Veteran Owned Business
SECTION 3	Section 3 Business Concern
SSV	Sole Source Supplier
VBE	Veteran-Owned Business Enterprise
WBE	Woman-Owned Business Enterprise

1. How is your organization best described: Is it a manufacturer, a distributor/dealer/reseller, or a service provider?

Nelson Auto Center is a franchised automobile dealership.

2. If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees or employees of a third party?

N/A

**3. List any similar cooperative or state contracts that your company holds that participating agencies have access to and include the contract expiration date.**

State of North Dakota - Expiration 11/1/26

**4. How will your company position a potential resulting contract with CPC versus other contracts you have access to?**

Our highest priority is always to do what is best for the customer and make the purchasing process as simple as possible. Our method is to offer the contract pricing that is most beneficial to the agency by considering type of vehicle, needed, available options, pricing and timelines. The State of North Dakota's contracts are much more limited than the offerings through the CPC contract. The North Dakota State contracts are available only to agencies in North Dakota, have far fewer vehicles to choose from and are rebid each year which can lead to periods of time where there aren't any contracts in place at all. Due to these factors, there are many times when the CPC contract is the best contract available in North Dakota. We do not currently hold any other contracts.

**5. In the past five (5) years, has your company or any proposed subcontractors been involved in any alleged or actual contract failures, breaches, or been the subject of any civil or criminal litigation or investigations, whether pending or resolved?**

Yes  X  No

If YES, provide detailed documentation. Include any contracts where your organization was found guilty or liable, as well as any issues that could impact your ability to perform the requested services.

Click or tap here to enter text.

**6. Has your company been disbarred and or suspended from doing business within the United States?**

Yes  X  No

If YES, list what states, the reason for debarment and/or suspension, and its effective dates.

Click or tap here to enter text.

## Qualifications & Experience

**1. Provide a brief background of your organization, including the year it was founded, your company's business philosophy, industry longevity, etc. (1-2 paragraphs max.).**

Brent and Laurel Nelson opened Nelson Ford in 1992. In 2001 they opened Nelson Dodge GMC just a short distance away. In 2008, after major construction and additions, they brought all the franchises under one roof and became known as Nelson Auto Center, Inc. They have since added four dealerships in Western North Dakota under the Red Rock name and also two more dealerships in Grand Forks North Dakota giving us a full line of Ford, Lincoln, GMC, Chevrolet, Chrysler, Dodge, Ram and Jeep.

Nelson Auto Center offers a full line of new and used vehicles for both Retail and Fleet customers, a highly trained and certified Service Department and Parts Department. The Fleet Department has approximately 41 years of experience working in the automotive business and specializes primarily in Government Fleet Sales and Contract Management. Our customers are our number one priority. Our Core Values are; 1) Excessive Care of the Customer 2) Excessive Care of Each Other 3) Integrity and Transparency and 4) Embrace Change. We believe these values and our commitment to our customers, is what gives us a step up on our competition.

**2. Provide evidence of what your company is doing to remain viable in the industry (i.e., how you are adapting to changes, etc.).**

Nelson Auto Center and affiliates offer a full line of Ford, Lincoln, Chrysler, Dodge, Ram, Jeep, GMC and Chevrolet products and services. Our staff is prepared to work with agencies to help them purchase the proper vehicle/s to fit their needs. We

can offer advice, provide technical data (such as towing capacities, GVWR, payload, horse power, torque, etc.) and source specialty equipment (mobility upfits, utility bodies, snow plows etc.).

The automotive industry is one of constant change and updates. We are committed staying up to date with these changes through ongoing training and research.

**3. Describe your customer retention practices, including how you maintain long-term relationships and the percentage or number of customers who return for repeat business.**

We have several customers that have been purchasing from us for as long as I have worked here. There are many who have expressed that they will purchase from us, even at times when we can't beat a competitor's price because they trust that we will go above and beyond to make sure we handle everything correctly and with care. We strive to make the purchasing process as easy as possible for our customers so it is one less thing for them to worry about. We have a very high percentage of repeat customers of nearly 95%.

**4. On average, how many agencies do you currently serve with the same or similar products and services as those proposed in this RFP?**

The only other similar contract offering we have is the North Dakota State Contract. The only products we sell are vehicles and vehicle related accessories/upfitting. We currently have approximately 35 customers with vehicles on order through the ND contract.

**5. Using the table below, input the percentage of your company's annual revenue by customer market**

Customer Market	% of Revenue
City/county government	84 %
K12 education	11 %
Non-profits - 501(c)(3)	4 %
Higher education	1 %

**6. Describe the percentage of your company's annual revenue by customer market (city/county/government; K12 education; non-profits - 501(c)(3); higher education).**

Please see the above table. We serve a lot of county and city agencies. These entities have many different departments and typically require more vehicles than school districts and that is the primary reason for such a large percentage of our sales going to City/County Government.

**7. Describe your experience and the sales approach your company will take with participating public agencies.**

I personally have 19 years of experience working almost exclusively in Government Fleet Sales. Our Fleet Sales Department has about 41 years of combined experience. We have also had the privilege of being a contract vendor for CPC for as long as I have worked at Nelson Auto Center. We understand the contact and how to properly help government entities with the purchase of vehicles. As always, we will strive make their purchases as simple as possible. We pride ourselves on our accuracy, attention to detail, order management, and communication.

**8. Provide any additional information relevant to this section.**

Click or tap here to enter text.

**Provide three (3) references that have purchased vehicles from your company within the last two (2) years.**  
References from the tri-state area are preferred. A contact name, phone number and email will be required. \*Note, ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may affect your evaluation.

**Reference #1 – Company Name  
Service/Product Purchased**

**Year of Purchase**

**Reference Contact**

**Phone**

**Email**

City of Fargo  
Various Vehicles  
Yearly for more than 10 years  
Tom Ganje  
701-241-1460  
Tganje@fargond.gov

<b>Reference #2 – Company Name</b>	City of Moorhead
<b>Service/Product Purchased</b>	Various Vehicles
<b>Year of Purchase</b>	Yearly for more than 5 years
<b>Reference Contact</b>	Anthony Manzella
<b>Phone</b>	218-299-5186
<b>Email</b>	anthony.manzella@moorheadmn.gov

<b>Reference #3 – Company Name</b>	Spink County
<b>Service/Purchase Purchased</b>	Purchase of Law Enforcement Vehicles
<b>Year of Purchase</b>	Over 2 years
<b>Reference Contact</b>	Jenna Appel
<b>Phone</b>	605-475-7106
<b>Email</b>	571@midconetwork.com

## Performance & Capability

### 1. What has motivated your company to respond to our solicitation? What aspects of our organization or solicitation captured your interest?

Nelson Auto Center has valued our long-time relationship with CPC and wishes to continue it in the future. We have always respected how progressive CPC is and value how CPC works as a partner when marketing the contract. CPC has also been fantastic at answering contract related questions that agencies have related to the contract and bid process. We feel that together we are able to offer CPC members a wide variety of vehicles and make the purchasing process simple and stress free.

### 2. What are your company's expectations in the event of an award?

We expect to continue our long standing working relationships with the many many agencies we already serve or have served, while working to expand our customer base and sell even more vehicles through the offerings on the CPC contract. We also look forward working with CPC to promote the contract.

### 3. Are there any participating agencies (govt., education, non-profits, etc.) you will NOT be serving through the proposed contract?

No, we would be happy to help all CPC members with their vehicle needs.

### 4. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, technology, and product line, or any key employees.

One of the biggest ways Nelson Auto Center is different than our competitors is that we have a dedicated Fleet Sales Department that specializes in Government Sales. Most dealerships only have Retail and Commercial Fleet sales staff. Many dealerships do not even know that there are special incentives available for government entities or how to handle vehicle contracts. We feel it is very important to understand the steps of procurement that our agencies need to go through and to help make that process as simple and straight forward as possible. Another way we are different is that we have multiple franchises, so we are able to sell various brands to our customers so they do not have to go to two or more different dealerships to get the products they want/need.

Our Fleet Department employees have many years of experience and work closely together as a team to make sure we are quoting vehicles accurately, fully following through the ordering and delivery process and communicating with our customers. We are also continuously completing training to stay on top of our brands and product changes. We have experience selling all types of vehicles, including cars, pickups, SUV's, vans, trucks and vehicles with upfitting such as snow plows, contractor bodies, bucket lifts, utility bodies, police vehicles, mobility vans, etc.

### 5. Describe your ordering process beginning with order placement and ending with delivery/installation. Include ordering methods, receipt of order, lead times, installation, and any other related services.

When the customer has approval and is ready to move ahead with ordering, we are happy to accept a copy of the signed quote or a purchase order, whichever they prefer. Once we receive the purchase order/signed quote, we will confirm receipt of order, and submit it to the manufacturer via our online order bank. We monitor the status of each order until we receive the vehicle and provide periodic updates on the status as desired by the purchaser. If any vehicle is taking longer than anticipated, we will keep the purchaser informed. Once the vehicle arrives, we inspect it to be sure that it is properly built per order and is free of transportation damage. It is then looked over by a technician in our Service Department and a

Pre-Delivery Inspection(PDI) is performed. After PDI, our Detail Department cleans and preps the vehicle for delivery. Prior to delivering to the agency, our staff inspects the vehicle to ensure that all dealer installed equipment has been properly installed. At this point, our coordinator will set up a time that is convenient for the end user to take delivery of the vehicle. We then have the delivery person make a final walk around each vehicle prior to departure. Once the vehicle is at the ordering agency, we ask that each vehicle is inspected by someone at the end user's location or drop ship location. Lead times vary by vehicle type, and manufacturers' schedules. Typically most vehicles arrive in about 90 to 120 days from order to delivery.

#### **6. What is your company's fill rate and success in meeting project timelines?**

During the COVID pandemic, there were times when the manufacturers were not able to build all the vehicles that were ordered. In most of those cases, we were able to re-order the vehicles or provide another type of vehicle in order to fill the customers' needs. Now, it is very rare that an order is not fulfilled by the manufacturer within the expected lead times. If this happens, we work closely with the customer to keep them informed and to figure out an appropriate resolution on a case-by-case scenario.

#### **7. Describe your company's customer service/problem resolution process. Include hours of operation, number of services, modes of contact, etc.**

Customer satisfaction is very important to us. We strive to carefully follow the steps we have in place to ensure the entire purchasing process goes smoothly. If there is ever an issue or question, we encourage our customers to let us know as soon as possible by reaching out by phone, email, or in person. Our normal business hours are Monday through Friday, 8am to 5pm. I can also often be reached outside of these hours and monitor my emails and voicemails outside of normal business hours. If it is an issue that requires warranty work, the agency can go to any franchised dealership.

#### **8. Describe how your company plans to utilize this contract. How will you educate and train company personnel on the contract terms and conditions, details, and promotion of the contract.**

We will use the contract to help CPC members purchase vehicles that are needed by their entity. The contract manager will carefully train and monitor all account managers working on this contract to ensure that the terms and conditions of the contract are followed correctly. The contract manager will also educate the necessary staff on how to introduce new agencies to the CPC contract and provide information on the vehicles that are available, pricing, and timelines.

#### **9. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.**

Our team will advertise, attend conferences/tradeshows and communicate one on one with potential customers to inform them of the many benefits of the CPC contract. Our experienced Fleet Department staff will work with our Digital Marketing Manager and CPC's Marketing Director as needed to prepare digital and printed marketing materials

#### **10. Describe your company's use of technology and digital data in your marketing.**

Nelson Auto Center has a Digital Marketing Manager that is focused on web based marketing as well as gathering data to help develop business and determine the best ways to utilize our sales staff and reach customers. Our Marketing Manager works daily to keep our digital marketing current and accurately represent our business.

#### **11. From your perspective, what is CPC's role in promoting a contract resulting from this solicitation?**

We would hope to have CPC inform agencies that the contract is available, attend conferences and respond to agencies that have questions related to the contract or the bidding process.

#### **12. Describe your company's contract implementation or customer transition plan.**

Since we are the current CPC contract holder, if we awarded, we would plan to seamlessly transition to the new contract around January 1<sup>st</sup>. When speaking to customers that are not aware of the CPC contract, we would explain to them what it is, how it works and the benefits it offers.

#### **13. Describe your company's experience and ability to work with punch-out and cXML marketplace systems.**

We do not have experience in this area but would be willing to learn if requested by CPC.

#### **14. Provide any additional information relevant to this section.**

Click or tap here to enter text.

## **Products, Service & Pricing**

#### **1. What specific products and/or services are you proposing under this solicitation?**

Nelson Auto Center and its affiliates offer Ford, GMC, Chevrolet, Chrysler, Dodge, Ram and Jeep vehicles.

**2. Indicate the level of support your company will offer on this contract category.**

Pricing is better than what is offered to individual agencies.

Pricing is better than what is offered to cooperative agencies.

Other, please describe

**If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:**

Click or tap here to enter text.

**3. Describe how participating agencies will verify they are receiving contract pricing.**

Participating agencies will be able to match the pricing on their quotes and invoices to the pricing provided on the price chart for the contract. We are also happy to help agencies verify their pricing and answer any questions they may have.

**4. Describe any minimum order requirements and if any surcharges will be assessed for not meeting that minimum.**

There is no minimum order requirement to purchase vehicles through us.

**5. Describe your warranty and warranty process for all products and services.**

The vehicles we sell are all covered by the standard factory warranties and can be taken to any certified franchise dealership of the vehicle make for warranty repair. Each manufacturer does offer a wide range of extended warranty options should an agency want to add an extended warranty.

**6. Describe the return process and restocking fees associated with a return.**

If the vehicle/s is delivered as it was ordered, we do not usually accept returns. However, if a situation were to arise where a customer wants to return a vehicle, we will do everything we can to help.

**7. Describe your company's allowed methods for payment and if any fees are assessed for those methods. Also describe how your company works with agencies to determine payment terms.**

We accept check, EFT and ACH payments. We can accept credit cards payments but require a 3% fee due to the fees charged to us for such payments. Our typical payment terms are net 30 days after delivery however we are willing to discuss other payment terms at the time of order if net 30 days does not work for the agency.

**8. Describe the frequency of price list revisions. Describe any indices used to guide price adjustments.**

Once pricing is released, it will be held firm for each model until the end of that model year. Vehicles do not begin/end model years at the same time nor does pricing get released all at once. Due to this, we may request to update the pricing chart as the next model pricing is released. We will strive to keep the revisions to a minimum by requesting the updates for several vehicles at a time.

**9. Describe how future product introductions will be priced and align with contract proposed pricing.**

We will use a similar pricing strategy as we have shown on the pricing chart. Base MSRP price, less Discount plus factory options at invoice price for any options an agency chooses to add.

**10. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.**

Nelson Auto Center will perform a self-audit each quarter. 5% of the deals from the contract will be randomly selected for audit and those documents will be taken out of the Fleet Department. The audit will be performed by accounting personnel and independent of the Fleet Department.

**11. Provide any additional information relevant to this section.**

Click or tap here to enter text.

## Value Add

**1. Are you offering any additional benefits (outside of discounted pricing) that add value to this contract? If so, please describe below. Also, please indicate if the benefit(s) is exclusive to CPC.**

Nelson Auto Center's Fleet Department staff have approximately 41 years' experience working in the automotive industry. We have personnel who primarily specialize in Government Fleet Sales and understand the proper handling of government contracts and pricing. We have administered many contracts (including the CPC contracts) over the years. We sell hundreds of vehicles annually, and are well qualified to handle the vehicle needs of CP members. Our experience in dealing with a wide variety of vehicles for many different types of applications, allows us to help any customer. Whether it be a school in need of a 10 passenger van, a county looking to purchase several police vehicles or a fully upfitted dump truck, we can meet their needs. Our staff will visit with CPC members by phone or in person, send information by mail or email for review, direct members to information on websites (those of manufacturers or suppliers of aftermarket specialized bodies and equipment, etc.) and counsel the member in making the best selection for their needs. Our Fleet Department personnel also have very strong working relationships with our manufacturers. We attend regular product meetings and when relevant, can advise our customers of changes that will be occurring that may affect future purchases.

## Exceptions & Deviations

**Our company is requesting an Exception and/or Deviation to the RFP documents.**

**Yes**       **No**

If YES, complete the questions below:

**List any additional stipulations and/or requirements your company requests that are not covered in the RFP.**

Click or tap here to enter text.

**List any exceptions your company is requesting to the terms outlined in the Technical Specifications. Respondents must include the following when requesting exceptions:**

- **RFP section number and page number**
- **Describe the exception**
- **Explanation of why this is an issue**
- **A proposed alternative to meet the needs of participating agencies and the cooperative**

Click or tap here to enter text.

RFP Section	Exception	Why This is an Issue	Proposed Alternative
V pg 5	All costs associated with voluntary and involuntary equipment and product recalls shall be borne by the supplier.	The manufacturers issue the recalls. The dealership has no say in recalls. We can perform the service work to fix recalls but the claim for reimbursement is paid by the manufacturer.	All costs associated with voluntary and involuntary equipment and product recalls shall be borne by the manufacturer.
VII pg 7	If customer chooses to add items such as extended warranty, pinstriping, etc. They will be charged for these add-ons.	These are optional items that incur costs for the services that the dealer cannot do for free.	Nelson Auto will not try to sell or talk agencies into add-on products but if interested, we will provide them with assistance to determine what products are best for their needs and provide them at fair pricing.
XVII pg 15	Administrative Fee at 2%	Having the fee at 2% will make the cost of the vehicle too high to be competitive with other	Nelson Auto Center proposes to have the fee be 1%. We have found that we are still able to sell vehicles with the fee at this

		contracts (especially state contracts that do not have fees) and will make it hard to sell vehicles on the CPC contract.	level, even at times when our price is a little higher than the state contracts because of our strong background, experience and relationships that we have built with our customers over the years.

## Additional Requirements

As required by CPC, submit the following additional items as individual PDFs as outlined below:

**1. Exhibit A – State Business/Dealer’s License**

Submit for each state in which your company plans to conduct business.

**2. Exhibit B – Authorization to Act as a Dealer**

If your company is considered a distributor/dealer/reseller, submit your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP.

## Forms & Signatures

### RFP #26.02 - Vehicles

#### Instructions

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "***Forms & Signatures - Name of Company***".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

**The following sections will need to be completed prior to submission:**

1. [Contract Offer & Award](#)
2. [Uniform Guidance "EDGAR" Certification Form](#)
3. [Subcontractor Utilization Form](#)

## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Supplier and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

### Part I: Supplier

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

Business Name	Nelson Auto Center, Inc	Date	11/5/2025
Address	2228 College Way/PO Box 338	City, State, Zip	Fergus Falls, MN 56538-0338
Contact Person	Melissa Larson	Title	Fleet Sales Manager
Authorized Signature	<i>Melissa Larson</i>		
Email	mlarson@nelsonfleet.com	Title	Fleet Sales Manager
		Phone	218-998-8865

### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Supplier, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Agency	Authorized Signature	
Name	Title	
Awarded this	day of	Contract #
Contract/Agreement to Commence		

# EDGAR Certification Form

2 CFR Part 200

## REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR 200

**The following provisions are required and apply when federal funds are expended by participating agencies for any contract resulting from this procurement process.**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

### **(A) Supplier Violation or Breach of Contract Terms**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Supplier default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any contract award will be subject to such provisions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

### **(B) Termination for Cause and for Convenience**

Pursuant to Federal Rule (B) above when federal funds are expended by participating agencies, the participating agency reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Supplier, in the event the Supplier fails to" (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The participating agency reserves the right to terminate the contract immediately, with written notice to Supplier, for convenience, if the participation agency believes, in its sole discretion that it is in the best interest of the participating agency to do so. The Supplier will be compensated for work perform and accepted and goods accepted by the participating agency as of the termination date if the contract is terminated for convenience of the participating agency. Any award made under this procurement process is not exclusive and the participating agency reserves the right to purchase goods and services from other Suppliers when it is in the best interest of the participating agency.

### **(C) Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

### **(D) Davis Bacon Act**

When required by Federal program legislation, Supplier agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Supplier shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Supplier is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Supplier shall 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.

Supplier 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 CFR Part 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.

#### **(E) Contract Work Hours and Safety Standards Act**

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 CFR Part 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 workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a halftimes the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 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 that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **(F) Right to Inventions Made Under a Contract or Agreement**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 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.

#### **(G) Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

#### **(H) Debarment and Suspension (Executive Order 12549 and 12689)**

A contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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.

#### **(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Suppliers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by participating agencies, the Supplier certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriated tiers and that all subrecipients shall certify and disclose accordingly.

#### **(J) Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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.

#### **(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

A participating agency is prohibited from obligating or expending funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services products or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## (L) Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For the purpose of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Supplier agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier agrees that the total price, including profit, charged by the Supplier to the participating agency shall not exceed the awarded pricing.

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Supplier further certifies that Supplier will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that the Supplier will be in compliance with 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

## CERTIFICATION OF NON-COLLUSION STATEMENT

Supplier certifies under penalty of perjury that its responsible to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**Pursuant to Federal Ruling, when federal funds are expended by participating agencies, the Supplier hereby certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, Supplier certifies compliance with all provisions, laws, acts, regulations as specifically noted above. The Supplier agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable.**

Business Name Nelson Auto Center, Inc

Authorized  
Signature

*Melissa Larson*

Full Name Melissa Larson

Title Fleet Sales Manager

## Subcontractor Utilization Form

**Instructions:** List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: Vehicles  
Solicitation Number: 26.02  
Supplier Name: Nelson Auto Center, Inc

If a subcontractor will not be used, check this box:

Company Name: Bert's Truck Equipment  
Street Address: 3804 Hwy 75 North  
City, State, Zip: Moorhead, MN 56560  
Telephone: 800-232-3787  
Primary Contact: Jim McLaughlin  
Email Address of Contact: jimmc@bertsonline.com  
Services to be provided:

Install utility bodies, contractor bodies, flat beds, snow plows, etc

Company Name: Code 4 Services  
Street Address: 37882 County Hwy 3  
City, State, Zip: Pelican Rapids, MN 56572  
Telephone: 320-266-1600  
Primary Contact: Jared Grefsrud  
Email Address of Contact: code4services@gmail.com  
Services to be provided:

Police vehicle upfits and lights bars.

Company Name: Driverge  
Street Address: 2000 Brittain Rd Ste 200  
City, State, Zip: Akron, OH 44310-4302  
Telephone: 216-930-6598  
Primary Contact: Ken Richards  
Email Address of Contact: ken.richards@driverge.com  
Services to be provided:

10 passenger van seating for school district use.

STATE OF MINNESOTA

# Dealer License Certificate

DEALER NUMBER:

DLR21142

EXPIRATION:

31-May-2026

Name:

NELSON AUTO CENTER INC

Dealer Type:

New

Address:

2228 COLLEGE WAY # 635  
FERGUS FALLS MN 56537-1062

Additional Location:

Franchise(s):

FORD

CHRYSLER

JEEP

GMC

DODGE

LINCOLN

Owners/Officers:

BRENT A NELSON  
LAUREL K NELSON

Driver & Vehicle Services



# Chrysler Corporation

# CHRYSLER

## SALES AND SERVICE AGREEMENT

### NELSON AUTO CENTER, INC.

(DEALER Firm Name and D/B/A, if applicable)

located at 2228 COLLEGE WAY  
(STREET)

FERGUS FALLS

(CITY)

MN  
(STATE)

a(n) Corporation (INDIVIDUAL, PARTNERSHIP, CORPORATION, LLC OR LP) hereinafter called DEALER, and Chrysler Corporation, a

Delaware corporation, hereinafter sometimes referred to as "CC", have entered into this Chrysler Corporation Chrysler Sales and Service Agreement, hereinafter referred to as "Agreement", the terms of which are as follows:

### INTRODUCTION

The purpose of the relationship established by this Agreement is to provide a means for the sale and service of specified Chrysler vehicles and the sale of CC vehicle parts and accessories in a manner that will maximize customer satisfaction and be of benefit to DEALER and CC.

While the following provisions, each of which is material, set forth the undertakings of this relationship, the success of those undertakings rests on a recognition of the mutuality of interests of DEALER and CC, and a spirit of understanding and cooperation by both parties in the day to day performance of their respective functions. As a result of such considerations, CC has entered into this Agreement in reliance upon and has placed its trust in the personal abilities, expertise, knowledge and integrity of DEALER's principal owners and management personnel, which CC anticipates will enable DEALER to perform the personal services contemplated by this Agreement.

It is the mutual goal of this relationship to promote the sale and service of specified CC products by maintaining and advancing their excellence and reputation by earning, holding and furthering the public regard for CC and all CC dealers.

### 1 PRODUCTS COVERED

DEALER has the right to order and purchase from CC and to sell at retail only those specific models of CC vehicles, sometimes referred to as "specified CC vehicles," listed on the Motor Vehicle Addendum, attached hereto and incorporated herein by reference. CC may change the models of CC vehicles listed on the Motor Vehicle Addendum by furnishing DEALER a superseding Motor Vehicle Addendum. Such a superseding Motor Vehicle Addendum will not be deemed or construed to be an amendment to this Agreement.

### 2 DEALER'S MANAGEMENT

CC has entered into this Agreement relying on the active, substantial and continuing personal participation in the management of DEALER's organization by:

NAME

POSITION

BRENT A NELSON

VP

Laurel K Nelson

PRESIDENT

DEALER represents and warrants that at least one of the above named individuals will be physically present at the DEALER's facility (sometimes referred to as "Dealership Facilities") during most of its operating hours and will manage all of DEALER's business relating to the sale and service of CC products. DEALER shall not change the personnel holding the above described position(s) or the nature and extent of his/her/their management participation without the prior written approval of CC.

### 3 DEALER'S CAPITAL STOCK OR PARTNERSHIP INTEREST

If DEALER is a corporation or partnership, DEALER represents and agrees that the persons named below own beneficially the capital stock or partnership interest of DEALER in the percentages indicated below. DEALER warrants there will be no change affecting more than 50% of the ownership interest of DEALER, nor will there be any other change in the ownership interest of DEALER which may affect the managerial control of DEALER without CC's prior written approval.

Name	Voting Stock	Non-Voting Stock	Partnership Interest	Active Yes /No
BRENT A NELSON JT	49.00 %	-%	%	Yes
Laurel K Nelson	51.00 %	-%	%	Yes
	%	-%	%	
	%	-%	%	
	%	-%	%	
Total	100.0 %	-%	%	

### 4 SALES LOCALITY

DEALER shall have the non-exclusive right, subject to the provisions of this Agreement, to purchase from CC those new specified CC vehicles, vehicle parts, accessories and other CC products for resale at the DEALER's facilities and location described in the Dealership Facilities and Location Addendum, attached hereto and incorporated herein by reference. DEALER will actively and effectively sell and promote the retail sale of CC vehicles, vehicle parts and accessories in DEALER's Sales Locality. As used herein, "Sales Locality" shall mean the area designated in writing to DEALER by CC from time to time as the territory of DEALER's responsibility for the sale of CC vehicles, vehicle parts and accessories, although DEALER is free to sell said products to customers wherever they may be located. Said Sales Locality may be shared with other CC dealers of the same line-make as CC determines to be appropriate.

### 5 ADDITIONAL TERMS AND PROVISIONS

The additional terms and provisions set forth in the document entitled "Chrysler Corporation Sales and Service Agreement Additional Terms and Provisions" marked "Form 91 (C-P-D)," as may hereafter be amended from time to time,

constitute a part of this Agreement with the same force and effect as if set forth at length herein, and the term "this Agreement" includes said additional terms and provisions.

### 6 FORMER AGREEMENTS, REPRESENTATIONS OR STATEMENTS

This Chrysler Corporation Chrysler Sales and Service Agreement and other documents, (or their successors as specifically provided for herein) which are specifically incorporated herein by reference constitute the entire agreement between the parties relating to the purchase by DEALER of those new specified CC vehicles, parts and accessories from CC for resale; and it cancels and supersedes all earlier agreements, written or oral, between CC and DEALER relating to the purchase by DEALER of Chrysler vehicles, parts and accessories, except for (a) amounts owing by CC to DEALER, such as payments for warranty service performed and incentive programs, or (b) amounts owing or which may be determined to be owed, as a result of an audit or investigation, by DEALER to CC due to DEALER's purchase from CC of vehicles, parts, accessories and other goods or services, or (c) amounts

DEALER owes to CC as a result of other extensions of credit by CC to DEALER. No representations or statements, other than those expressly set forth herein or those set forth in the applications for this Agreement submitted to CC by DEALER or DEALER's representatives, are made or relied upon by any party hereto in entering into this Agreement.

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## 7 WAIVER AND MODIFICATION

No waiver, modification or change of any of the terms of this Agreement or change or erasure of any printed part of this Agreement or addition to it (except the filling in of blank spaces and lines) will be valid or binding on CC unless approved in writing by the President or a Vice President or the National Dealer Placement Manager of Chrysler Corporation.

## 8 AMENDMENT

DEALER and CC recognize that this Agreement does not have an expiration date and will continue in effect unless terminated under the limited circumstances set forth in Paragraph 28. DEALER and CC further recognize that the passage of time, changes in the industry, ways of doing business and other unforeseen circumstances may cause CC to determine that it should amend all Chrysler Corporation Chrysler Sales and Service Agreements. Therefore, CC will have the right to amend this Agreement to the extent that CC deems advisable, provided that CC makes the same amendment in Chrysler Corporation Chrysler Sales and Service Agreements generally. Each such amendment will be issued in a notice sent by certified mail or delivered in person to DEALER and signed by the President or a Vice President or the National Dealer Placement Manager of Chrysler Corporation. Thirty-five (35) days after mailing or delivery of such notice to DEALER, this Agreement will be deemed amended in the manner and to the extent set forth in the notice.

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## 9 ARBITRATION

Any and all disputes arising out of or in connection with the interpretation, performance or non-performance of this Agreement or any and all disputes arising out of or in connection with transactions in any way related to this Agreement (including, but not limited to, the validity, scope and enforceability of this arbitration provision, or

disputes under rights granted pursuant to the statutes of the state in which DEALER is licensed) shall be finally and completely resolved by arbitration pursuant to the arbitration laws of the United State of America as codified in Title 9 of the United State Code, Sections 1-14, under the Rules of Commercial Arbitration of the American Arbitration Association (hereinafter referred to as the "Rules") by a majority vote of a panel of three arbitrators. One arbitrator will be selected by DEALER (DEALER's arbitrator). One arbitrator will be selected by CC (CC's arbitrator). These arbitrators must be selected by the respective parties within ten (10) business days after receipt by either DEALER or CC of a written notification from the other party of a decision to arbitrate a dispute pursuant to this Agreement. Should either CC or DEALER fail to select an arbitrator within said ten-day period, the party who so fails to select an arbitrator will have its arbitrator selected by the American Arbitration Association upon the application of the other party. The third arbitrator must be an individual who is familiar with business transactions and be a licensed attorney admitted to the practice of law within the United States of America, or a judge. The third arbitrator will be selected by DEALER's and CC's arbitrators. If said arbitrators cannot agree on a third arbitrator within thirty (30) days from the date of the appointment of the last selected arbitrator, then either DEALER's or CC's arbitrator may apply to the American Arbitration Association to appoint said third arbitrator pursuant to the criteria set forth above. The arbitration panel shall conduct the proceedings pursuant to the then existing Rules.

Notwithstanding the foregoing, to the extent any provision of the Rules conflict with any provision of this Paragraph 9, the provisions of this Paragraph 9 will be controlling.

CC and DEALER agree to facilitate the arbitration by: (a) each party paying to the American Arbitration Association one-half (1/2) of the required deposit before the proceedings commence; (b) making available to one another and to the arbitration panel, for inspection and photocopying all documents, books and records, if determined by the arbitrator to be relevant to the dispute; (c) making available to one another and to the arbitration panel personnel directly or indirectly under their control, for testimony during hearings and prehearing proceedings if determined by the arbitration panel to be relevant to the dispute; (d) conducting arbitration hearings to the greatest extent possible on consecutive business days; and (e) strictly observing the time periods established by the Rules or by the arbitration panel for the submission of evidence and of briefs.

Unless otherwise agreed to by CC and DEALER, a stenographic record of the arbitration shall be made and a transcript thereof shall be ordered for each party, with each party paying one-half (1/2) of the total cost of such recording and transcription. The stenographer shall be state-certified, if certification is made by the state, and the party to whom it is most convenient shall be responsible for securing and notifying such stenographer of the time and place of the arbitration hearing(s).

If the arbitration provision is invoked when the dispute between the parties is either the legality of terminating this Agreement or of adding a new CC dealer of the same line-make or relocating an existing CC dealer of the same line-make, CC will stay the implementation of the decision to terminate this Agreement or add such new CC dealer or approve the relocation of an existing CC dealer of the same line-make until the decision of the arbitrator has been announced, providing DEALER does not in any way attempt to avoid the obligations of this Paragraph 9, in which case the decision at issue will be immediately implemented.

Except as limited hereby, the arbitration panel shall have all powers of law and equity, which it can lawfully assume, necessary to resolve the issues in dispute including, without limiting the generality of the foregoing, making awards of compensatory damages, issuing both prohibitory and mandatory orders in the nature of injunctions and compelling the production of documents and witnesses for pre-arbitration discovery and/or presentation at the arbitration hearing on the merits of the case. The arbitration panel shall not have legal or equitable authority to issue a mandatory or prohibitory order which: (a) extends or has effect beyond the subject matter of this Agreement, or (b) will govern the activities of either party for a period of more than two years; nor shall the arbitration panel have authority to award punitive, consequential or any damages whatsoever beyond or in addition to the compensatory damages allowed to be awarded under this Agreement.

The decision of the arbitration panel shall be in written form and shall include findings of fact and conclusions of law.

It is the intent and desire of DEALER and CC to hereby and forever renounce and reject any and all recourse to litigation before any judicial or administrative forum and to accept the award of the arbitration panel as final and binding, subject to no judicial or administrative review, except on those grounds set forth in 9 USC Section 10 and Section 11. Judgment on the award and/or orders may be entered in any court having jurisdiction over the parties or their assets. In the final award and/or order, the arbitration panel shall divide all costs (other than attorney fees, which shall be borne by the party incurring such fees and other costs specifically provided for herein) incurred in conducting the arbitration in accordance with what the arbitration panel deems just and equitable under the circumstances. The fees of DEALER's arbitrator shall be paid by DEALER. The fees of CC's arbitrator shall be paid by CC.

## 10 SIGNATURE

This Agreement becomes valid only when signed by the President or a Vice President or the National Dealer Placement Manager of Chrysler Corporation and by a duly authorized officer or executive of DEALER if a corporation; or by one of the general partners of DEALER if a partnership; or by DEALER if an individual.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement which is finally executed at

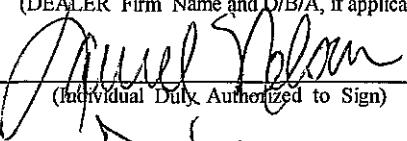
AUBURN HILLS, Michigan,

in triplicate, on MAY 28 2008

NELSON AUTO CENTER, INC.

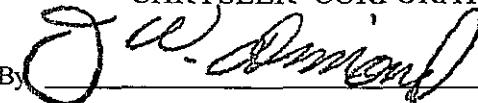
(DEALER Firm Name and D/B/A, if applicable)

By

  
(Individual Duly Authorized to Sign)

  
(Title)

CHRYSLER CORPORATION



NATIONAL DEALER PLACEMENT MANAGER  
(Title)

# Chrysler Corporation

## Dodge

### SALES AND SERVICE AGREEMENT

#### NELSON AUTO CENTER, INC.

(DEALER Firm Name and D/B/A, if applicable)

located at 2228 COLLEGE WAY  
(STREET)

FERGUS FALLS

(CITY)

MN  
(STATE)

a(n) Corporation (INDIVIDUAL, PARTNERSHIP, CORPORATION, LLC OR LP) hereinafter called DEALER, and Chrysler Corporation, a

Delaware corporation, hereinafter sometimes referred to as "CC", have entered into this Chrysler Corporation Dodge Sales and Service Agreement, hereinafter referred to as "Agreement", the terms of which are as follows:

#### INTRODUCTION

The purpose of the relationship established by this Agreement is to provide a means for the sale and service of specified Dodge vehicles and the sale of CC vehicle parts and accessories in a manner that will maximize customer satisfaction and be of benefit to DEALER and CC.

While the following provisions, each of which is material, set forth the undertakings of this relationship, the success of those undertakings rests on a recognition of the mutuality of interests of DEALER and CC, and a spirit of understanding and cooperation by both parties in the day to day performance of their respective functions. As a result of such considerations, CC has entered into this Agreement in reliance upon and has placed its trust in the personal abilities, knowledge, expertise and integrity of DEALER's principal owners and management personnel, which CC anticipates will enable DEALER to perform the personal services contemplated by this Agreement.

It is the mutual goal of this relationship to promote the sale and service of specified CC products by maintaining and advancing their excellence and reputation by earning, holding and furthering the public regard for CC and all CC dealers.

#### 1 PRODUCTS COVERED

DEALER has the right to order and purchase from CC and to sell at retail only those specific models of CC vehicles, sometimes referred to as "specified CC vehicles," listed on the Motor Vehicle Addendum, attached hereto and incorporated herein by reference. CC may change the models of CC vehicles listed on the Motor Vehicle Addendum by furnishing DEALER a superseding Motor Vehicle Addendum. Such a superseding Motor Vehicle Addendum will not be deemed or construed to be an amendment to this Agreement.

#### 2 DEALER'S MANAGEMENT

CC has entered into this Agreement relying on the active, substantial and continuing personal participation in the management of DEALER's organization by:

NAME

POSITION

BRENT A NELSON

VP

Laurel K Nelson

PRESIDENT

DEALER represents and warrants that at least one of the above named individuals will be physically present at the DEALER's facility (sometimes referred to as "Dealership Facilities") during most of its operating hours and will manage all of DEALER's business relating to the sale and service of CC products. DEALER shall not change the personnel holding the above described position(s) or the nature and extent of his/her/their management participation without the prior written approval of CC.

### 3 DEALER'S CAPITAL STOCK OR PARTNERSHIP INTEREST

If DEALER is a corporation or partnership, DEALER represents and agrees that the persons named below own beneficially the capital stock or partnership interest of DEALER in the percentages indicated below. DEALER warrants there will be no change affecting more than 50% of the ownership interest of DEALER, nor will there be any other change in the ownership interest of DEALER which may affect the managerial control of DEALER without CC's prior written approval.

Name	Voting Stock	Non-Voting Stock	Partnership Interest	Active Yes / No
BRENT A NELSON JT	49.00 %	%	%	Yes
Laurel K Nelson	51.00 %	%	%	Yes
	%	%	%	
	%	%	%	
	%	%	%	
Total	100.0 %	%	%	

### 4 SALES LOCALITY

DEALER shall have the non-exclusive right, subject to the provisions of this Agreement, to purchase from CC those new specified CC vehicles, vehicle parts, accessories and other CC products for resale at the DEALER's facilities and location described in the Dealership Facilities and Location Addendum, attached hereto and incorporated herein by reference. DEALER will actively and effectively sell and promote the retail sale of CC vehicles, vehicle parts and accessories in DEALER's Sales Locality. As used herein, "Sales Locality" shall mean the area designated in writing to DEALER by CC from time to time as the territory of DEALER's responsibility for the sale of CC vehicles, vehicle parts and accessories, although DEALER is free to sell said products to customers wherever they may be located. Said Sales Locality may be shared with other CC dealers of the same line-make as CC determines to be appropriate.

### 5 ADDITIONAL TERMS AND PROVISIONS

The additional terms and provisions set forth in the document entitled "Chrysler Corporation Sales and Service Agreement Additional Terms and Provisions" marked "Form 91 (C-P-D)," as may hereafter be amended from time to time,

constitute a part of this Agreement with the same force and effect as if set forth at length herein, and the term "this Agreement" includes said additional terms and provisions.

### 6 FORMER AGREEMENTS, REPRESENTATIONS OR STATEMENTS

This Chrysler Corporation Dodge Sales and Service Agreement and other documents, (or their successors as specifically provided for herein) which are specifically incorporated herein by reference constitute the entire agreement between the parties relating to the purchase by DEALER of those new specified CC vehicles, parts and accessories from CC for resale; and it cancels and supersedes all earlier agreements, written or oral, between CC and DEALER relating to the purchase by DEALER of Dodge vehicles, parts and accessories, except for (a) amounts owing by CC to DEALER, such as payments for warranty service performed and incentive programs, or (b) amounts owing or which may be determined to be owed, as a result of an audit or investigation, by DEALER to CC due to DEALER's purchase from CC of vehicles, parts, accessories and other goods or services, or (c) amounts

DEALER owes to CC as a result of other extensions of credit by CC to DEALER. No representations or statements, other than those expressly set forth herein or those set forth in the applications for this Agreement submitted to CC by DEALER or DEALER's representatives, are made or relied upon by any party hereto in entering into this Agreement.

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## 7 WAIVER AND MODIFICATION

No waiver, modification or change of any of the terms of this Agreement or change or erasure of any printed part of this Agreement or addition to it (except the filling in of blank spaces and lines) will be valid or binding on CC unless approved in writing by the President or a Vice President or the National Dealer Placement Manager of Chrysler Corporation.

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## 8 AMENDMENT

DEALER and CC recognize that this Agreement does not have an expiration date and will continue in effect unless terminated under the limited circumstances set forth in Paragraph 28. DEALER and CC further recognize that the passage of time, changes in the industry, ways of doing business and other unforeseen circumstances may cause CC to determine that it should amend all Chrysler Corporation Dodge Sales and Service Agreements. Therefore, CC will have the right to amend this Agreement to the extent that CC deems advisable, provided that CC makes the same amendment in Chrysler Corporation Dodge Sales and Service Agreements generally. Each such amendment will be issued in a notice sent by certified mail or delivered in person to DEALER and signed by the President or a Vice President or the National Dealer Placement Manager of Chrysler Corporation. Thirty-five (35) days after mailing or delivery of such notice to DEALER, this Agreement will be deemed amended in the manner and to the extent set forth in the notice.

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## 9 ARBITRATION

Any and all disputes arising out of or in connection with the interpretation, performance or non-performance of this Agreement or any and all disputes arising out of or in connection with transactions in any way related to this Agreement (including, but not limited to, the validity, scope and enforceability of this arbitration provision, or

disputes under rights granted pursuant to the statutes of the state in which DEALER is licensed) shall be finally and completely resolved by arbitration pursuant to the arbitration laws of the United States of America as codified in Title 9 of the United States Code, Sections 1-14, under the Rules of Commercial Arbitration of the American Arbitration Association (hereinafter referred to as the "Rules") by a majority vote of a panel of three arbitrators. One arbitrator will be selected by DEALER (DEALER's arbitrator). One arbitrator will be selected by CC (CC's arbitrator). These arbitrators must be selected by the respective parties within ten (10) business days after receipt by either DEALER or CC of a written notification from the other party of a decision to arbitrate a dispute pursuant to this Agreement. Should either CC or DEALER fail to select an arbitrator within said ten-day period, the party who so fails to select an arbitrator will have its arbitrator selected by the American Arbitration Association upon the application of the other party. The third arbitrator must be an individual who is familiar with business transactions and be a licensed attorney admitted to the practice of law within the United States of America, or a judge. The third arbitrator will be selected by DEALER's and CC's arbitrators. If said arbitrators cannot agree on a third arbitrator within thirty (30) days from the date of the appointment of the last selected arbitrator, then either DEALER's or CC's arbitrator may apply to the American Arbitration Association to appoint said third arbitrator pursuant to the criteria set forth above. The arbitration panel shall conduct the proceedings pursuant to the then existing Rules.

Notwithstanding the foregoing, to the extent any provision of the Rules conflict with any provision of this Paragraph 9, the provisions of this Paragraph 9 will be controlling.

CC and DEALER agree to facilitate the arbitration by: (a) each party paying to the American Arbitration Association one-half (1/2) of the required deposit before the proceedings commence; (b) making available to one another and to the arbitration panel, for inspection and photocopying all documents, books and records, if determined by the arbitrator to be relevant to the dispute; (c) making available to one another and to the arbitration panel personnel directly or indirectly under their control, for testimony during hearings and prehearing proceedings if determined by the arbitration panel to be relevant to the dispute; (d) conducting arbitration hearings to the greatest extent possible on consecutive business days; and (e) strictly observing the time periods established by the Rules or by the arbitration panel for the submission of evidence and of briefs.

Unless otherwise agreed to by CC and DEALER, a stenographic record of the arbitration shall be made and a transcript thereof shall be ordered for each party, with each party paying one-half (1/2) of the total cost of such recording and transcription. The stenographer shall be state-certified, if certification is made by the state, and the party to whom it is most convenient shall be responsible for securing and notifying such stenographer of the time and place of the arbitration hearing(s).

If the arbitration provision is invoked when the dispute between the parties is either the legality of terminating this Agreement or of adding a new CC dealer of the same line-make or relocating an existing CC dealer of the same line-make, CC will stay the implementation of the decision to terminate this Agreement or add such new CC dealer or approve the relocation of an existing CC dealer of the same line-make until the decision of the arbitrator has been announced, providing DEALER does not in any way attempt to avoid the obligations of this Paragraph 9, in which case the decision at issue will be immediately implemented.

Except as limited hereby, the arbitration panel shall have all powers of law and equity, which it can lawfully assume, necessary to resolve the issues in dispute including, without limiting the generality of the foregoing, making awards of compensatory damages, issuing both prohibitory and mandatory orders in the nature of injunctions and compelling the production of documents and witnesses for pre-arbitration discovery and/or presentation at the arbitration hearing on the merits of the case. The arbitration panel shall not have legal or equitable authority to issue a mandatory or prohibitory order which: (a) extends or has effect beyond the subject matter of this Agreement, or (b) will govern the activities of either party for a period of more than two years; nor shall the arbitration panel have authority to award punitive, consequential or any damages whatsoever beyond or in addition to the compensatory damages allowed to be awarded under this Agreement.

The decision of the arbitration panel shall be in written form and shall include findings of fact and conclusions of law.

It is the intent and desire of DEALER and CC to hereby and forever renounce and reject any and all recourse to litigation before any judicial or administrative forum and to accept the award of the arbitration panel as final and binding, subject to no judicial or administrative review, except on those grounds set forth in 9 USC Section 10 and Section 11. Judgment on the award and/or orders may be entered in any court having jurisdiction over the parties or their assets. In the final award and/or order, the arbitration panel shall divide all costs (other than attorney fees, which shall be borne by the party incurring such fees and other costs specifically provided for herein) incurred in conducting the arbitration in accordance with what the arbitration panel deems just and equitable under the circumstances. The fees of DEALER's arbitrator shall be paid by DEALER. The fees of CC's arbitrator shall be paid by CC.

## 10 SIGNATURE

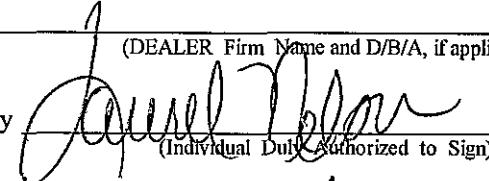
This Agreement becomes valid only when signed by the President or a Vice President or the National Dealer Placement Manager of Chrysler Corporation and by a duly authorized officer or executive of DEALER if a corporation; or by one of the general partners of DEALER if a partnership; or by DEALER if an individual.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement which is finally executed at

AUBURN HILLS, Michigan,

in triplicate, on MAY 28 2008

NELSON AUTO CENTER, INC.

  
By John W. Nelson (Individual Duly Authorized to Sign)  
Owner (Title)

CHRYSLER CORPORATION

  
By E. W. Dungan (Title)

NATIONAL DEALER PLACEMENT MANAGER

(Title)

# Chrysler Corporation



## SALES AND SERVICE AGREEMENT

### NELSON AUTO CENTER, INC.

(DEALER Firm Name and D/B/A, if applicable)

located at 2228 COLLEGE WAY  
(STREET)

FERGUS FALLS

(CITY)

MN  
(STATE)

a(n) Corporation (INDIVIDUAL, PARTNERSHIP, CORPORATION, LLC OR LP) hereinafter called DEALER, and Chrysler Corporation, a

Delaware corporation, hereinafter sometimes referred to as "CC", have entered into this Chrysler Corporation Jeep Sales and Service Agreement, hereinafter referred to as "Agreement", the terms of which are as follows:

### INTRODUCTION

The purpose of the relationship established by this Agreement is to provide a means for the sale and service of specified Jeep vehicles and the sale of CC vehicle parts and accessories in a manner that will maximize customer satisfaction and be of benefit to DEALER and CC.

While the following provisions, each of which is material, set forth the undertakings of this relationship, the success of those undertakings rests on a recognition of the mutuality of interests of DEALER and CC, and a spirit of understanding and cooperation by both parties in the day to day performance of their respective functions. As a result of such considerations, CC has entered into this Agreement in reliance upon and has placed its trust in the personal abilities, knowledge, expertise and integrity of DEALER's principal owners and management personnel, which CC anticipates will enable DEALER to perform the personal services contemplated by this Agreement.

It is the mutual goal of this relationship to promote the sale and service of specified CC products by maintaining and advancing their excellence and reputation by earning, holding and furthering the public regard for CC and all CC dealers.

### 1 PRODUCTS COVERED

DEALER has the right to order and purchase from CC and to sell at retail only those specific models of CC vehicles, sometimes referred to as "specified CC vehicles," listed on the Motor Vehicle Addendum, attached hereto and incorporated herein by reference. CC may change the models of CC vehicles listed on the Motor Vehicle Addendum by furnishing DEALER a superseding Motor Vehicle Addendum. Such a superseding Motor Vehicle Addendum will not be deemed or construed to be an amendment to this Agreement.

### 2 DEALER'S MANAGEMENT

CC has entered into this Agreement relying on the active, substantial and continuing personal participation in the management of DEALER's organization by:

NAME

BRENT A NELSON

POSITION

VP

Laurel K Nelson

PRESIDENT

DEALER represents and warrants that at least one of the above named individuals will be physically present at the DEALER's facility (sometimes referred to as "Dealership Facilities") during most of its operating hours and will manage all of DEALER's business relating to the sale and service of CC products. DEALER shall not change the personnel holding the above described position(s) or the nature and extent of his/her/their management participation without the prior written approval of CC.

### 3 DEALER'S CAPITAL STOCK OR PARTNERSHIP INTEREST

If DEALER is a corporation or partnership, DEALER represents and agrees that the persons named below own beneficially the capital stock or partnership interest of DEALER in the percentages indicated below. DEALER warrants there will be no change affecting more than 50% of the ownership interest of DEALER, nor will there be any other change in the ownership interest of DEALER which may affect the managerial control of DEALER without CC's prior written approval.

Name	Voting Stock	Non-Voting Stock	Partnership Interest	Active Yes / No
BRENT A NELSON JT	49.00 %	%	%	Yes
Laurel K Nelson	51.00 %	%	%	Yes
	%	%	%	
	%	%	%	
	%	%	%	
Total	100.0 %	%	%	

### 4 SALES LOCALITY

DEALER shall have the non-exclusive right, subject to the provisions of this Agreement, to purchase from CC those new specified CC vehicles, vehicle parts, accessories and other CC products for resale at the DEALER's facilities and location described in the Dealership Facilities and Location Addendum, attached hereto and incorporated herein by reference. DEALER will actively and effectively sell and promote the retail sale of CC vehicles, vehicle parts and accessories in DEALER's Sales Locality. As used herein, "Sales Locality" shall mean the area designated in writing to DEALER by CC from time to time as the territory of DEALER's responsibility for the sale of CC vehicles, vehicle parts and accessories, although DEALER is free to sell said products to customers wherever they may be located. Said Sales Locality may be shared with other CC dealers of the same line-make as CC determines to be appropriate.

### 5 ADDITIONAL TERMS AND PROVISIONS

The additional terms and provisions set forth in the document entitled "Chrysler Corporation Sales and Service Agreement Additional Terms and Provisions" marked "Form 91 (J-E)," as may hereafter be amended from time to time,

constitute a part of this Agreement with the same force and effect as if set forth at length herein, and the term "this Agreement" includes said additional terms and provisions.

### 6 FORMER AGREEMENTS, REPRESENTATIONS OR STATEMENTS

This Chrysler Corporation Jeep Sales and Service Agreement and other documents, (or their successors as specifically provided for herein) which are specifically incorporated herein by reference constitute the entire agreement between the parties relating to the purchase by DEALER of those new specified CC vehicles, parts and accessories from CC for resale; and it cancels and supersedes all earlier agreements, written or oral, between CC and DEALER relating to the purchase by DEALER of Jeep vehicles, parts and accessories, except for (a) amounts owing by CC to DEALER, such as payments for warranty service performed and incentive programs, or (b) amounts owing or which may be determined to be owed, as a result of an audit or investigation, by DEALER to CC due to DEALER's purchase from CC of vehicles, parts, accessories and other goods or services, or (c) amounts DEALER

owes to CC as a result of other extensions of credit by CC to DEALER. No representations or statements, other than those expressly set forth herein or those set forth in the applications for this Agreement submitted to CC by DEALER or DEALER's representatives, are made or relied upon by any party hereto in entering into this Agreement.

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## 7 WAIVER AND MODIFICATION

No waiver, modification or change of any of the terms of this Agreement or change or erasure of any printed part of this Agreement or addition to it (except the filling in of blank spaces and lines) will be valid or binding on CC unless approved in writing by the President or a Vice President or the National Dealer Placement Manager of Chrysler Corporation.

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## 8 AMENDMENT

DEALER and CC recognize that this Agreement does not have an expiration date and will continue in effect unless terminated under the limited circumstances set forth in Paragraph 28. DEALER and CC further recognize that the passage of time, changes in the industry, ways of doing business and other unforeseen circumstances may cause CC to determine that it should amend all Chrysler Corporation Jeep Sales and Service Agreements. Therefore, CC will have the right to amend this Agreement to the extent that CC deems advisable, provided that CC makes the same amendment in Chrysler Corporation Jeep Sales and Service Agreements generally. Each such amendment will be issued in a notice sent by certified mail or delivered in person to DEALER and signed by the President or a Vice President or the National Dealer Placement Manager of Chrysler Corporation. Thirty-five (35) days after mailing or delivery of such notice to DEALER, this Agreement will be deemed amended in the manner and to the extent set forth in the notice.

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## 9 ARBITRATION

Any and all disputes arising out of or in connection with the interpretation, performance or non-performance of this Agreement or any and all disputes arising out of or in connection with transactions in any way related to this Agreement (including, but not limited to, the validity, scope and enforceability of this arbitration provision, or

disputes under rights granted pursuant to the statutes of the state in which DEALER is licensed) shall be finally and completely resolved by arbitration pursuant to the arbitration laws of the United State of America as codified in Title 9 of the United State Code, Sections 1-14, under the Rules of Commercial Arbitration of the American Arbitration Association (hereinafter referred to as the "Rules") by a majority vote of a panel of three arbitrators. One arbitrator will be selected by DEALER (DEALER's arbitrator). One arbitrator will be selected by CC (CC's arbitrator). These arbitrators must be selected by the respective parties within ten (10) business days after receipt by either DEALER or CC of a written notification from the other party of a decision to arbitrate a dispute pursuant to this Agreement. Should either CC or DEALER fail to select an arbitrator within said ten-day period, the party who so fails to select an arbitrator will have its arbitrator selected by the American Arbitration Association upon the application of the other party. The third arbitrator must be an individual who is familiar with business transactions and be a licensed attorney admitted to the practice of law within the United States of America, or a judge. The third arbitrator will be selected by DEALER's and CC's arbitrators. If said arbitrators cannot agree on a third arbitrator within thirty (30) days from the date of the appointment of the last selected arbitrator, then either DEALER's or CC's arbitrator may apply to the American Arbitration Association to appoint said third arbitrator pursuant to the criteria set forth above. The arbitration panel shall conduct the proceedings pursuant to the then existing Rules.

Notwithstanding the foregoing, to the extent any provision of the Rules conflict with any provision of this Paragraph 9, the provisions of this Paragraph 9 will be controlling.

CC and DEALER agree to facilitate the arbitration by: (a) each party paying to the American Arbitration Association one-half (1/2) of the required deposit before the proceedings commence; (b) making available to one another and to the arbitration panel, for inspection and photocopying all documents, books and records, if determined by the arbitrator to be relevant to the dispute; (c) making available to one another and to the arbitration panel personnel directly or indirectly under their control, for testimony during hearings and prehearing proceedings if determined by the arbitration panel to be relevant to the dispute; (d) conducting arbitration hearings to the greatest extent possible on consecutive business days; and (e) strictly observing the time periods established by the Rules or by the arbitration panel for the submission of evidence and of briefs.

Unless otherwise agreed to by CC and DEALER, a stenographic record of the arbitration shall be made and a transcript thereof shall be ordered for each party, with each party paying one-half (1/2) of the total cost of such recording and transcription. The stenographer shall be state-certified, if certification is made by the state, and the party to whom it is most convenient shall be responsible for securing and notifying such stenographer of the time and place of the arbitration hearing(s).

If the arbitration provision is invoked when the dispute between the parties is either the legality of terminating this Agreement or of adding a new CC dealer of the same line-make or relocating an existing CC dealer of the same line-make, CC will stay the implementation of the decision to terminate this Agreement or add such new CC dealer or approve the relocation of an existing CC dealer of the same line-make until the decision of the arbitrator has been announced, providing DEALER does not in any way attempt to avoid the obligations of this Paragraph 9, in which case the decision at issue will be immediately implemented.

Except as limited hereby, the arbitration panel shall have all powers of law and equity, which it can lawfully assume, necessary to resolve the issues in dispute including, without limiting the generality of the foregoing, making awards of compensatory damages, issuing both prohibitory and mandatory orders in the nature of injunctions and compelling the production of documents and witnesses for pre-arbitration discovery and/or presentation at the arbitration hearing on the merits of the case. The arbitration panel shall not have legal or equitable authority to issue a mandatory or prohibitory order which: (a) extends or has effect beyond the subject matter of this Agreement, or (b) will govern the activities of either party for a period of more than two years; nor shall the arbitration panel have authority to award punitive, consequential or any damages whatsoever beyond or in addition to the compensatory damages allowed to be awarded under this Agreement.

The decision of the arbitration panel shall be in written form and shall include findings of fact and conclusions of law.

It is the intent and desire of DEALER and CC to hereby and forever renounce and reject any and all recourse to litigation before any judicial or administrative forum and to accept the award of the arbitration panel as final and binding, subject to no judicial or administrative review, except on those grounds set forth in 9 USC Section 10 and Section 11. Judgment on the award and/or orders may be entered in any court having jurisdiction over the parties or their assets. In the final award and/or order, the arbitration panel shall divide all costs (other than attorney fees, which shall be borne by the party incurring such fees and other costs specifically provided for herein) incurred in conducting the arbitration in accordance with what the arbitration panel deems just and equitable under the circumstances. The fees of DEALER's arbitrator shall be paid by DEALER. The fees of CC's arbitrator shall be paid by CC.

## 10 SIGNATURE

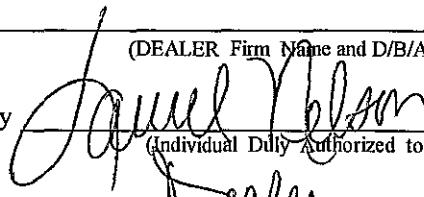
This Agreement becomes valid only when signed by the President or a Vice President or the National Dealer Placement Manager of Chrysler Corporation and by a duly authorized officer or executive of DEALER if a corporation; or by one of the general partners of DEALER if a partnership; or by DEALER if an individual.

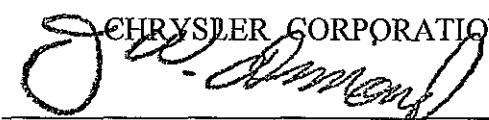
IN WITNESS WHEREOF, the parties hereto have signed this Agreement which is finally executed at

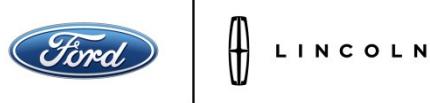
AUBURN HILLS \_\_\_\_\_, Michigan,

in triplicate, on MAY 28 2008

NELSON AUTO CENTER, INC.

\_\_\_\_\_  
(DEALER Firm Name and D/B/A, if applicable)  
By   
(Individual Duly Authorized to Sign)  
\_\_\_\_\_  
(Title)

  
CHRYSLER CORPORATION  
\_\_\_\_\_  
NATIONAL DEALER PLACEMENT MANAGER  
(Title)



**Ford Motor Company**  
**Marketing, Sales & Service**

**Twin Cities Region**  
**1600 Utica Avenue South, Suite 900**  
**St. Louis Park, MN 55416**

4/9/2025

To Whom It May Concern:

Please be advised that Nelson Auto Center, Inc., dba Nelson Auto Center, Inc., located at 2228 College Way, Fergus Fall, Minnesota 56537, was appointed as a Ford and Lincoln dealership on 2/13/1997.

The dealership is currently owned by Mr. Brent A. Nelson (50%) and Mrs. Laurel Nelson (50%). Mrs. Laurel Nelson, Mr. Brent A. Nelson, and Mr. Alexander Nelson are recognized with Managerial Authority.

Sincerely,

DocuSigned by:

*Catrina Durleavy*

5200851B8F6B46C...

Catrina Durleavy  
Ford Regional Manager

DocuSigned by:

*Anthony Piazza*

14EA685882DC430...

Anthony Piazza  
Lincoln Regional Manager

DocuSigned by:

*Julia Schaeffer*

DS  
14EA685882DC430...

Julia Schaeffer  
Assistant Secretary

# **Dealer Sales and Service Agreement 2020**

## **Standard Provisions**

**GENERAL MOTORS LLC**

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## **Standard Provisions**

The following Standard Provisions are part of the General Motors Dealer Sales and Service Agreement(s) (Form GMMS 1012).

### **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to promote a relationship between General Motors and its dealers that encourages and facilitates cooperation and mutual effort to satisfy customers and permits General Motors and its dealers to fully realize their opportunities for business success. General Motors has established a network of authorized dealers operating at approved locations to effectively sell and service its Products and to build and maintain consumer confidence and satisfaction in both its dealers and General Motors. Consequently, General Motors relies upon each dealer to provide the appropriate skill, capital, equipment, staff and facilities to properly sell, service, protect the reputation and satisfy the customers of General Motors Products in a manner that demonstrates a caring attitude toward those customers. At the same time, dealers rely upon General Motors to provide sales and service support and to continually strive to enhance the quality and competitiveness of its Products. This mutual dependence requires a spirit of cooperation, trust and confidence between General Motors and its dealers. To facilitate attainment of cooperation, trust and confidence, and to provide General Motors with the benefit of dealer advice regarding many decisions that affect dealer business operations, General Motors has established Dealer Councils, Dealer Advisory Boards, and other mechanisms to obtain dealer input in the decision-making process.

This Agreement (i) authorizes Dealer to sell and service General Motors Products and represent itself as a General Motors dealer; (ii) states the terms under which Dealer and General Motors agree to do business together; (iii) states the responsibilities of Dealer and General Motors to each other and to customers; and (iv) reflects the mutual dependence of the parties in achieving their business objectives.

### **ARTICLE 1. APPOINTMENT AS AUTHORIZED DEALER**

General Motors appoints Dealer as a non-exclusive dealer of General Motors Products. Dealer has the right to buy Products and the obligation to market and service those Products in accordance with this Agreement and related documents.

### **ARTICLE 2. DEALER OPERATOR**

This is a personal services agreement, entered into in reliance on the qualifications, integrity and reputation of Dealer Operator identified in the Dealer Operator Addendum, and on Dealer's assurance that Dealer Operator will provide personal services by exercising full managerial authority over Dealership Operations. Dealer Operator is responsible for developing and implementing policies, practices and procedures necessary for Dealer to meet its obligations under this Agreement with respect to sales, service, customer satisfaction, facilities and capitalization. Dealer Operator will have an unencumbered ownership interest in Dealer of at least 15 percent at all times. Dealer

Operator must be a competent businessperson, an effective manager, must have demonstrated a caring attitude toward customers, and should have a successful record as a merchandiser of automotive products and services or otherwise have demonstrated the ability to manage a dealership. The experience necessary may vary with the potential represented by each dealer location. Although this Agreement is entered into in reliance on the personal services of Dealer Operator, the dealer entity specified in this Agreement is the only party to this Agreement with General Motors.

## **ARTICLE 3. DEALER INVESTOR**

General Motors enters into this Agreement in reliance on the qualifications, integrity and reputation of Dealer Investor(s) identified in the Dealer Statement of Ownership. General Motors and Dealer agree each Dealer Investor will continue to own, both of record and beneficially, the percentage stated in the Dealer Statement of Ownership, unless a change is made in accordance with Article 12.

## **ARTICLE 4. AUTHORIZED LOCATIONS**

### ***4.1 Dealer Network Planning***

Because General Motors distributes its Products through a network of authorized dealers operating from approved locations, those dealers must be appropriate in number, located properly, and have proper facilities to represent and service General Motors Products competitively and to permit each dealer the opportunity to achieve a reasonable return on investment if it fulfills its obligations under its Dealer Agreement. Through such a dealer network, General Motors can maximize the convenience of customers in purchasing Products and having them serviced. As a result, customers, dealers and General Motors all benefit.

To maximize the effectiveness of its dealer network, General Motors agrees to monitor marketing conditions and strive, to the extent practicable, to have dealers appropriate in number, size and location to achieve the objectives stated above. Such marketing conditions include General Motors sales and registration performance, present and future demographic and economic considerations, competitive dealer networks, the ability of General Motors' existing dealers to achieve the objectives stated above, the opportunities available to existing dealers, the alignment of Line-Makes, General Motors dealer network plan and other appropriate circumstances.

### ***4.2 Area of Primary Responsibility***

Dealer is responsible for effectively selling, servicing and otherwise representing General Motors Products in the area designated in a Notice of Area of Primary Responsibility. The Area of Primary Responsibility is used by General Motors in assessing performance of dealers and the dealer network. General Motors retains the right to revise Dealer's Area of Primary Responsibility at General Motors' sole discretion consistent with dealer network planning objectives. If General Motors determines that marketing conditions warrant a change in Dealer's Area of Primary Responsibility, it will advise Dealer in writing of the proposed change, the reasons for it, and will consider any information Dealer submits. Dealer must submit such information in writing within 30 days of receipt of notice of the proposed change. If requested by Dealer within the 30 days, General Motors will extend the time

for an additional 30 days for Dealer to obtain and submit relevant information. If General Motors thereafter decides the change is warranted, it will issue a revised Notice of Area of Primary Responsibility.

#### **4.3      *Establishment of Additional Dealers***

General Motors reserves the right to appoint additional dealers, but General Motors will not exercise this right without first analyzing dealer network planning considerations with respect to the Line-Make under consideration. Prior to establishing an additional same Line-Make dealer within Dealer's Area of Primary Responsibility, General Motors will advise Dealer in writing and give Dealer 30 days to present relevant information before General Motors makes a final decision. If requested by Dealer within the 30 days, General Motors will extend the time for an additional 30 days for Dealer to obtain and submit relevant information. General Motors will advise Dealer of the final decision concerning the establishment of an additional dealer, which will be made solely by General Motors pursuant to its business judgment. Nothing in this Agreement is intended to require Dealer's consent to the establishment of an additional dealer, nor is this Agreement intended to give Dealer a right to object to the establishment of a different Line-Make.

The appointment of a dealer at or within three miles of a former dealership location as a replacement for the former dealer ("dealer replacement") or the relocation of an existing dealer point ("relocation") shall not be considered the establishment of an additional dealer for purposes of this Article 4.3. General Motors shall not have any obligation to provide notice under Article 4 for a dealer replacement or relocation, and such events are within the sole discretion of General Motors pursuant to its business judgment.

#### **4.4      *Facilities***

##### **4.4.1    *Location***

Dealer agrees to conduct Dealership Operations only from the approved location(s) within its Area of Primary Responsibility. The Location and Premises Addendum identifies Dealer's approved location(s) and facilities ("Premises"). If more than one location is approved, Dealer agrees to conduct from each location only those Dealership Operations authorized in the Addendum for such location.

##### **4.4.2    *Change in Location or Use of Premises***

If Dealer wants to make any change in location(s) or Premises, or in the uses previously approved for those Premises, Dealer will give General Motors written notice of the proposed change, together with the reasons for the proposal, for General Motors' evaluation and final decision in light of dealer network planning considerations. No change in location or in the use of Premises, including addition of any other vehicle lines, will be made without General Motors' prior written authorization pursuant to its business judgment.

Before General Motors requires any changes in Premises, it will consult with Dealer, indicate the rationale for the change, and solicit Dealer's views on the proposal. If, after such review with Dealer, General Motors

determines a change in Premises or location is appropriate, Dealer will be allowed a reasonable time to implement the change. Any such changes will be reflected in a new Location and Premises Addendum or other written agreement executed by Dealer and General Motors.

Nothing herein is intended to require the consent or approval of any dealer to a proposed relocation of any other dealer.

#### **4.4.3    *Size***

Dealer agrees to provide Premises at its approved location(s) that will promote the effective performance and conduct of Dealership Operations, and General Motors' image and goodwill. Consistent with General Motors' dealer network planning objectives and General Motors' interest in maintaining the stability and viability of its dealers, Dealer agrees that its facilities will be sized in accordance with General Motors' requirements for that location.

General Motors agrees to establish and maintain a clearly stated policy for determining reasonable dealer facility space requirements and to periodically reevaluate those requirements to ensure that they continue to be reasonable.

#### **4.4.4    *Dealership Image and Design***

The appearance of Dealer's Premises is important to the image of Dealer and General Motors, and can affect the way customers perceive General Motors' Products and its dealers generally. Dealer, therefore, agrees that its Premises will be properly equipped and maintained, clean and appealing to customers. The interior and exterior retail environment and signs also will comply with any reasonable requirements General Motors may establish to promote and preserve the image of General Motors and its dealers.

General Motors will monitor developments in automotive and other retail industries to ensure that General Motors' image and facility requirements are responsive to changes in the marketing environment.

General Motors will take into account existing economic and marketing conditions and consult with the appropriate Dealer Council in establishing such requirements.

#### **4.4.5    *Dealership Equipment***

Effective performance of Dealer's responsibilities under this Agreement requires that the dealership be reasonably equipped to communicate with customers and General Motors and to properly diagnose and service Products. Accordingly, Dealer agrees to provide for use in Dealership Operations any equipment reasonably designated by General Motors as necessary for Dealer to perform effectively under this Agreement. General Motors will make such designations only after having consulted with the appropriate Dealer Council.

## **ARTICLE 5. DEALER'S RESPONSIBILITY TO PROMOTE, SELL AND SERVICE PRODUCTS**

### ***5.1 Responsibility to Promote and Sell***

**5.1.1** Dealer agrees to effectively, ethically and lawfully sell and promote the purchase, lease and use of Products by consumers located in its Area of Primary Responsibility. To achieve this objective, Dealer agrees to:

- (a) maintain an adequate staff of trained sales personnel;
- (b) explain to Product purchasers the items which make up the purchase price and provide purchasers with itemized invoices;
- (c) not charge customers for services for which Dealer is reimbursed by General Motors;
- (d) include in customer orders only equipment or accessories requested by the customer or required by law;
- (e) ensure that the customer's purchase and delivery experience are satisfactory;
- (f) comply with the retail sales standards established by General Motors, as amended from time to time. General Motors will consult with the appropriate Dealer Council before amending the retail sales standards; and
- (g) maintain a commercially reasonable digital presence.

If Dealer modifies or sells a modified new Motor Vehicle, or installs any equipment, accessory, recycled part or part not supplied by General Motors, or sells any non-General Motors service contract for a Motor Vehicle, Dealer will disclose this fact in writing to the customer, indicating that the modification, equipment, accessory or part is not warranted by General Motors or, in the case of a service contract, the coverage is not provided by General Motors or an affiliate.

**5.1.2** Dealers located in the United States are authorized to sell Products only to customers located in the United States. Dealer agrees that it will not sell Products for resale or principal use outside the United States. Dealer also agrees not to sell any Products which were not originally manufactured for sale and distribution in the United States. For this section, United States includes the 50 states and the District of Columbia.

**5.1.3** Dealers located in Guam, Puerto Rico or the U.S. Virgin Islands are authorized to sell Products only to customers located in Guam, Puerto Rico or the U.S. Virgin Islands respectively. Dealers in Guam, Puerto Rico or the U.S. Virgin Islands agrees that they will not sell Products to customers located outside Guam, Puerto Rico or the U.S. Virgin Islands respectively, or to customers for resale or principal use outside of Guam, Puerto Rico or the U.S. Virgin Islands. Dealer agrees not to sell any Products which were not originally manufactured for sale and distribution in Guam, Puerto Rico or the U.S. Virgin Islands respectively.

**5.1.4** It is General Motors' policy not to sell or allocate new Motor Vehicles to dealers for resale to persons or parties (or their agents) engaged in the business of reselling, brokering (including but not limited to buying services) or wholesaling Motor Vehicles. The dealer distribution organizations that General Motors has established in the United States, Guam, Puerto Rico and U.S. Virgin Islands are best suited for the distribution of Motor Vehicles in the United States, Guam, Puerto Rico and the U.S. Virgin Islands respectively, and are in the best position to arrange for the proper performance of Motor Vehicle warranty repairs, field actions and inspections, pre-delivery inspections, and ongoing maintenance and compliance with government requirements. Therefore, unless otherwise authorized in writing by General Motors, Dealer agrees that this Agreement authorizes Dealer to purchase Motor Vehicles only for resale to customers for personal use or primary business use other than resale. Dealer is not authorized by this Agreement to directly or indirectly sell Motor Vehicles to persons or parties (or their agents) engaged in the business of reselling, brokering (including but not limited to buying services) or wholesaling of Motor Vehicles. Nothing in this Article 5.1.4 is intended to restrict Dealer from selling Motor Vehicles to other General Motors dealers of the same Line-Make in the same country or territory.

**5.1.5** General Motors will conduct general advertising programs to promote the sale of Products for the mutual benefit of General Motors and its dealers. General Motors will make available to Dealer advertising and sales promotion materials from time to time and advise Dealer of any requirements or applicable charges.

**5.1.6** Dealer agrees to advertise and conduct promotional activities that are lawful and enhance the reputation of Dealer, General Motors and its Products. Dealer will not advertise or conduct promotional activities in a misleading or unethical manner, or that is harmful to the reputation of Dealer, General Motors or its Products.

## **5.2      *Responsibility to Service***

**5.2.1** Dealer agrees to maximize customer satisfaction by providing courteous, convenient, prompt, efficient and quality service to owners of Motor Vehicles, regardless of from whom the vehicles were purchased. All service will be performed and administered in a professional manner and in accordance with all applicable laws and regulations, this Agreement, and the Service Policies and Procedures Manual, as amended from time to time. Dealer also will comply with the retail service standards established by General Motors, as amended from time to time. General Motors will consult with the appropriate Dealer Council before amending the retail service standards.

**5.2.2** Dealer agrees to maintain an adequate service and parts organization as recommended by General Motors, including a competent, trained service and parts manager(s), trained service and parts personnel and, where service volume or other conditions make it advisable, a consumer relations manager.

**5.2.3** Dealer and General Motors will each provide the other with such information and assistance as may reasonably be requested by the other to facilitate compliance with applicable laws, regulations, investigations and orders relating to Products.

**5.2.4** To build and maintain consumer confidence in, and satisfaction with, Dealer and General Motors, Dealer will comply with General Motors' procedures for the investigation and resolution of Product-related complaints.

**5.2.5** General Motors will make available to Dealer current service and parts manuals, bulletins and technical data publications relating to Motor Vehicles.

### **5.3      *Customer Satisfaction***

Dealer and General Motors recognize that appropriate care for the customer will promote customer satisfaction with General Motors' Products and its dealers, which is critically important to our current and future business success. Dealer, therefore, agrees to conduct its operations in a manner which will promote customer satisfaction with the purchase and ownership experience. General Motors agrees to provide Dealer with reasonable support to assist Dealer's attainment of customer satisfaction, but Dealer remains responsible for promoting and maintaining customer satisfaction at the dealership.

General Motors will provide Dealer with a written report at least annually pursuant to the procedures then in effect evaluating Dealer's purchase and delivery customer satisfaction and Dealer's service customer satisfaction. The report will compare Dealer's performance to other same Line-Make dealers in the Region. General Motors will provide a written explanation of the customer satisfaction review process to Dealer.

General Motors may revise the customer satisfaction evaluation process from time to time. General Motors will consult with the appropriate Dealer Council before making any changes.

### **5.4      *Business Planning***

General Motors has established a business planning process to assist dealers, although Dealer remains responsible for satisfying its performance obligations under the Agreement. Dealer agrees to prepare and implement a reasonable business plan if requested by General Motors. General Motors agrees to provide Dealer with information specific to its dealership, and if requested, to assist Dealer in its business planning as agreed upon by Dealer and General Motors.

### **5.5      *Dealer Council***

General Motors agrees to establish such Dealer Councils as appropriate to foster and maintain a positive business relationship between General Motors and its dealers, and to obtain dealer input in General Motors' decision-making process. These councils may be established on a national, regional or local basis, and General Motors will consult with dealers in establishing or changing such Dealer Councils. These councils are intended to provide General Motors with the benefit of dealer advice regarding various decisions which affect Dealership Operations.

## **5.6    *Electronic Communications, Data Interchange and Electronic Transactions***

To provide for effective and efficient communication, data interchange and electronic transactions between General Motors, its dealers and its customers, General Motors may establish reasonable requirements for Dealer's acquisition and use of certain computer software, computer hardware and systems in Dealership Operations, including but not limited to use involving or relating to the Internet. General Motors will take into consideration factors such as market conditions, competitive circumstances and costs in establishing such reasonable requirements. Dealer agrees to comply with those requirements and all restrictions and limitations applicable to such computer software, computer hardware or systems. General Motors will consult with the appropriate Dealer Council in establishing such requirements, and such requirements shall be listed in GM GlobalConnect under publications, or such other website(s) as General Motors may designate.

## **5.7    *Exchange of Information, and the Handling of Customer Information***

General Motors may provide Dealer from time to time certain customer information or other information or data. Dealer agrees to use such information or data only as designated by General Motors, and not to otherwise disclose such information or data without General Motors' written permission, unless otherwise required by law. This restriction only applies to information and data provided by General Motors to its dealers, and does not apply to data or information Dealer obtains from its customers or other sources.

To protect the security and confidentiality of customer information Dealer shares with General Motors, General Motors implements and maintains technical, physical and administrative safeguards in accordance with the law. General Motors shall provide privacy statements to its customers that explain how General Motors handles customer personal information, including that it shares customer personal information with General Motors affiliates and dealers as permitted by law. General Motors' privacy statement(s) for U.S. consumers shall be made available at [www.gm.com](http://www.gm.com) or such other website(s) as General Motors may designate.

To protect the security and confidentiality of customer information General Motors shares with Dealer, Dealer agrees to implement and maintain technical, physical and administrative safeguards in accordance with the law. Further, Dealer agrees to familiarize dealership employees that handle or have access to customer information received from General Motors with General Motors' privacy requirements, and the GM privacy statements found at [www.gm.com](http://www.gm.com) or such other website(s) as GM may designate. Dealer shall provide privacy statements to its customers that explain how the dealership handles customer personal information, including that it shares customer personal information with non-affiliated third parties as permitted by law. Dealer's privacy statement shall be made available at the dealership and at any Dealer websites that collect customer personal information.

## **ARTICLE 6. SALE OF PRODUCTS TO DEALER**

### ***6.1 Sale of Motor Vehicles to Dealer***

General Motors will periodically furnish Dealer one or more Motor Vehicle Addenda specifying the current model types or series of new Motor Vehicles which Dealer may purchase under this Agreement. General Motors may change a Motor Vehicle Addendum by furnishing a superseding one, or may cancel an Addendum at any time.

General Motors will endeavor to distribute new Motor Vehicles among its dealers in a fair and equitable manner. Many factors affect the availability and distribution of Motor Vehicles to dealers, including component availability and available production capacity, sales potential in Dealer's Area of Primary Responsibility, varying consumer demand, weather and transportation conditions, governmental regulations and other conditions beyond the control of General Motors. General Motors reserves to itself discretion in accepting orders and distributing Motor Vehicles, and its judgments and decisions are final. Upon written request, General Motors will advise Dealer of the total number of new Motor Vehicles, by allocation group, sold to dealers in Dealer's Market Area or Region during the preceding month.

### ***6.2 Sale of Parts and Accessories to Dealer***

New, reconditioned or remanufactured automotive parts and accessories marketed by General Motors and listed in current Dealer Parts and Accessories Price Schedules or supplements furnished to Dealer are called Parts and Accessories. Orders for Parts and Accessories will be submitted and processed according to written or electronic procedures established by General Motors or other designated suppliers.

### ***6.3 Prices and Other Terms of Sale***

#### ***6.3.1 Motor Vehicles***

Prices, destination charges and other terms of sale applicable to purchases of new Motor Vehicles will be those established according to Vehicle Terms of Sale Bulletins furnished periodically to Dealer.

Prices, destination charges and other terms of sale applicable to any Motor Vehicle may be changed at any time. Except as otherwise provided in writing or electronically, changes apply to Motor Vehicles not shipped to Dealer at the time the changes are made effective. Dealer will receive written or electronic notice of any price increase before any Motor Vehicle to which such increase applies is shipped, except for initial prices for a new model year or for any new model or body type. Dealer has the right to cancel or modify the affected orders by delivering written or electronic notice to General Motors within 10 days after its receipt of the price increase notice in accordance with procedures established by General Motors.

If General Motors offers any incentives to customers or dealers, and payment is conditioned upon the purchase or lease of a new Motor Vehicle, Dealer agrees to comply with the then current applicable policies and procedures in the General Motors Dealer Sales Allowance and Incentive Manual, as amended from time to time.

### ***6.3.2 Parts and Accessories***

Prices and other terms of sale applicable to Parts and Accessories are established by General Motors according to the Parts and Accessories Terms of Sale Bulletin furnished to Dealer. Prices and other terms of sale applicable to Parts and Accessories may be changed by General Motors at any time.

## **6.4 Inventory**

### ***6.4.1 Motor Vehicle Inventory***

Dealer recognizes that customers expect Dealer to have a reasonable quantity and variety of current model Motor Vehicles in inventory. Accordingly, Dealer agrees to purchase and stock and General Motors agrees to make available, subject to Article 6.1, a mix of models and series of Motor Vehicles identified in the Motor Vehicle Addendum in quantities adequate to enable Dealer to fulfill its obligations in its Area of Primary Responsibility.

### ***6.4.2 Parts and Accessories***

Dealer agrees to stock sufficient Parts and Accessories made available by General Motors to perform warranty repairs and policy adjustments and meet customer demand.

## **6.5 Warranties on Products**

General Motors warrants new Motor Vehicles and Parts and Accessories (Products) as explained in documents provided with the Products or in the Service Policies and Procedures Manual.

EXCEPT AS OTHERWISE PROVIDED BY LAW, THE WRITTEN GENERAL MOTORS WARRANTIES ARE THE ONLY WARRANTIES APPLICABLE TO PRODUCTS. WITH RESPECT TO DEALERS, SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES OR LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY LIABILITY FOR COMMERCIAL LOSSES BASED UPON NEGLIGENCE OR MANUFACTURER'S STRICT LIABILITY EXCEPT AS MAY BE PROVIDED UNDER AN ESTABLISHED GENERAL MOTORS PROGRAM OR PROCEDURE. GENERAL MOTORS NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH PRODUCTS, AND GENERAL MOTORS MAXIMUM LIABILITY IS TO REPAIR OR REPLACE THE PRODUCT.

## ARTICLE 7. SERVICE OF PRODUCTS

### 7.1 *Service for Which General Motors Pays*

#### 7.1.1 *New Motor Vehicle Pre-Delivery Inspections and Adjustments*

Because new vehicle delivery condition is critical to customer satisfaction, Dealer agrees to perform specified pre-delivery inspections and adjustments on each new Motor Vehicle and verify completion according to procedures identified in the Service Policies and Procedures Manual.

#### 7.1.2 *Warranty, Field Action and Special Coverage Repairs*

Dealer agrees to perform (i) required warranty repairs on each qualified Motor Vehicle at the time of pre-delivery service and when requested by owner, and (ii) field action and special coverage repairs approved by General Motors. When the vehicle is returned to the owner, Dealer will provide owner a copy and explanation of the repair document reflecting all services performed.

#### 7.1.3 *Field Actions and Corrections*

General Motors will notify Dealer of suspected unsatisfactory conditions on Products, issue field action instructions and make available a system that Dealer will use to check if a Product is subject to a field action. Dealer agrees to inspect and correct suspected unsatisfactory conditions on Products as instructed. For new and used Motor Vehicles in its inventory and for vehicles in its service facility, Dealer agrees to check the system for open field actions and to complete applicable field action inspections and corrections as instructed.

General Motors may ship, and Dealer agrees to accept, unordered parts and materials required for Product field actions. Upon Product field action completion, Dealer will receive credit for excess parts and materials so shipped if they are returned or disposed of in accordance with instructions from General Motors.

#### 7.1.4 *Payment for Pre-Delivery Inspections and Adjustments, Warranty, Field Action and Transportation Damage Work*

For Dealer's performance of services, pre-delivery inspections and adjustments, warranty repairs, special coverage repairs, field action inspections and corrections, and transportation damage repairs, General Motors will provide or pay Dealer for the parts and other materials required and will pay Dealer a reasonable amount for labor. Payment will be made according to policies in the Service Policies and Procedures Manual. Dealer will not impose any charge for such service on owners or users except where a deductible or pro rata charge applies.

### 7.2 *Parts, Accessories and Body Repairs*

#### 7.2.1 *Warranty, Field Action and Special Coverage Repairs*

Dealer agrees to use only General Motors-approved Parts and Accessories in performing warranty repairs, field action, special coverage repairs and any other repairs paid for by General Motors, in accordance with the applicable provisions of the Service Policies and Procedures Manual.

#### ***7.2.2 Representations and Disclosures as to Parts and Accessories***

In servicing vehicles marketed by General Motors, Dealer agrees to disclose the use of recycled and non-General Motors parts and accessories as set forth in Article 5.1.1.

#### ***7.2.3 Body Repairs***

Dealer agrees to provide quality body repair service for Motor Vehicles. Dealer can provide this service through its own body shop, or by arrangement with an alternate repair establishment approved by General Motors.

#### ***7.2.4 Tools and Equipment***

Dealer agrees to provide and maintain on Dealership Premises essential service tools as required by General Motors, and such other tools and equipment as reasonably necessary to fulfill its responsibilities to properly diagnose and service Products. Dealer also agrees to allow General Motors or its designated representative to survey or inspect Dealer's tools and equipment to ensure that they are in good repair and proper calibration to enable Dealer to meet its service responsibilities. In the event a dispute arises from such a survey or inspection, General Motors personnel agree to discuss the matter with Dealer in order to resolve the dispute.

## **ARTICLE 8. TRAINING**

Properly trained personnel are essential to the success of Dealer and General Motors, and to providing customers with a satisfactory sales and service experience. General Motors agrees to make available or recommend to Dealer product, sales, service, parts, accounting, business management, finance and insurance, and systems training courses for Dealer personnel. General Motors will make such training available through training sites, online learning via Internet access and other appropriate mediums as determined by General Motors. General Motors will assist Dealer in determining training requirements and periodically will require that Dealer have personnel attend or participate in specific courses held as conveniently as practicable.

Dealer agrees to comply with any such reasonable training requirements and pay any specified training fees and other charges that may apply. Specific minimum training requirements will be shared with dealers either via direct communications or included in the Customer Assistance, Training, Tools and TAC Policy Manual. General Motors will make available personnel to advise and counsel Dealer personnel on sales, service, parts and accessories, and related subjects.

General Motors will consult with the appropriate Dealer Council prior to determining the training courses or programs from which an individual dealer's requirements under this Article may be established.

## ARTICLE 9. REVIEW OF DEALER'S SALES PERFORMANCE

General Motors' willingness to enter into this Agreement is based in part on Dealer's commitment to effectively sell and promote the purchase, lease and use of Products in Dealer's Area of Primary Responsibility. The success of General Motors and Dealer depends to a substantial degree on Dealer taking advantage of available sales opportunities.

Given this commitment by Dealer, General Motors will provide Dealer with a written report at least annually pursuant to the procedures then in effect evaluating Dealer's sales performance. The report will compare Dealer's retail sales to retail sales opportunities by segment in Dealer's Area of Primary Responsibility or Area of Geographical Sales and Service Advantage, whichever is applicable. General Motors will provide a written explanation of the sales review process to Dealer. Dealer's sales performance will be rated as provided in the General Motors Sales Evaluation process. To achieve a "Satisfactory" performance rating, Dealer must have an RSI of at least 100. General Motors expects Dealer to pursue available sales opportunities exceeding this standard. Additionally, General Motors' expectations of its sales and registration performance for a Line-Make in a particular area may exceed this standard for individual dealer compliance.

In addition to the Retail Sales Index, General Motors will consider any other relevant factors in deciding whether to proceed under the provisions of Article 13.2 to address any failure by Dealer to adequately perform its sales responsibilities. General Motors will only pursue its rights under Article 13.2 to address any failure by Dealer to adequately perform its sales responsibilities if General Motors determines that Dealer has materially breached its sales performance obligations under this Dealer Agreement.

General Motors may modify the sales evaluation process from time to time and will consult with the appropriate Dealer Council before adopting such modifications.

## ARTICLE 10. CAPITALIZATION

### ***10.1 Net Working Capital***

The Capital Standard Addendum reflects the minimum net working capital necessary for Dealer to effectively conduct Dealership Operations. Dealer agrees to maintain at least this level of net working capital. General Motors will issue a new Addendum if changes in operating conditions or General Motors guidelines indicate capital needs have changed materially.

### ***10.2 Wholesale Floorplan***

To avoid damage to goodwill which could result if Dealer is financially unable to fulfill its commitments, Dealer agrees to have and maintain a separate line of credit from a creditworthy financial institution reasonably acceptable to General Motors and available to finance the Dealer's purchase of new vehicles in conformance with the policies and procedures established by General Motors. The amount of the line of credit will be sufficient for Dealer to meet its obligations under Article 6.4.

## **ARTICLE 11. ACCOUNTS AND RECORDS**

### ***11.1 Uniform Accounting System***

A uniform accounting system facilitates an evaluation of dealer business management practices and the impact of General Motors policies and practices. General Motors therefore agrees to maintain, and Dealer agrees to use and maintain, records in accordance with a uniform accounting system set forth in an accounting manual furnished to Dealer. Dealer further agrees to submit to General Motors data in a manner specified by General Motors and on a timely basis.

### ***11.2 Submission of Accurate Applications and Information***

Dealer also agrees to timely submit true and accurate applications or claims for payments, discounts or allowances; true and correct orders for Products and reports of sale and delivery; and any other reports or statements required by General Motors, in the manner specified by General Motors, and to retain such records for at least two years.

### ***11.3 Examination of Accounts and Records***

Dealer agrees to permit any designated representative of General Motors to access, examine, audit and take copies of any of the accounts and records Dealer is to maintain under the accounting manual and this Agreement. Dealer agrees to make such accounts and records readily available at its facilities during regular business hours. General Motors agrees to furnish Dealer with a list of any reproduced records.

### ***11.4 Confidentiality of Dealer Data***

General Motors agrees not to furnish any personal or financial data submitted to it by Dealer to any non-affiliated entity unless authorized by Dealer, required by law, or in connection with judicial or administrative proceedings, or to proceedings under the Dispute Resolution Process.

## **ARTICLE 12. CHANGES IN MANAGEMENT AND OWNERSHIP**

The parties recognize that customers and authorized dealers, as well as shareholders and employees of General Motors, have a vital interest in the continued success and efficient operation of the General Motors dealer network. Accordingly, General Motors has the responsibility of continuing to administer the network to ensure that dealers are owned and operated by qualified persons able to meet the requirements of this Agreement.

### ***12.1 Succession Rights Upon Death or Incapacity***

#### ***12.1.1 Successor Addendum***

Dealer can apply for a Successor Addendum designating a successor dealer operator who may be proposed by Dealer as a replacement dealer operator in the event of the death or incapacity of the approved Dealer Operator. General Motors will issue the Addendum provided the proposed successor dealer

operator is, and will continue to be, employed full-time by Dealer or a comparable automotive dealership, and is already qualified or is being trained to qualify as a dealer operator.

Upon expiration of this Agreement, General Motors will execute a new Successor Addendum provided a new and superseding Dealer Agreement is executed with Dealer.

#### ***12.1.2 Absence of Successor Addendum***

In the event of the death or incapacity of Dealer Operator, and Dealer and General Motors have not executed a Successor Addendum, Dealer will propose a replacement dealer operator to continue the operations identified in this Agreement.

#### ***12.1.3 Replacement Dealer Operator Requirements***

Upon the death or incapacity of Dealer Operator, Dealer will submit a proposal to GM to appoint a replacement dealer operator. General Motors will accept a proposal by Dealer to appoint a replacement dealer operator under Articles 12.1.1 or 12.1.2, provided that at the time of the proposal:

- (a) the proposed replacement dealer operator is qualified and ready to meet the requirements of the Dealer Agreement at the approved location(s).
- (b) General Motors approves all proposed Dealer Investors not previously approved for the existing Dealership Operations.
- (c) all outstanding monetary obligations of Dealer to General Motors have been satisfied.

#### ***12.1.4 Term of Dealer Agreement***

Upon the appointment of a replacement dealer operator under Article 12.1, the term of the existing Dealer Agreement will remain unchanged.

#### ***12.1.5 Notice of Decision***

Dealer will be notified in writing of the decision on a proposal to establish a successor or replacement dealer operator submitted under Article 12.1 within 60 days after General Motors has received from Dealer all applications and information reasonably requested by General Motors. General Motors may request that Dealer submit such applications and information in writing or electronically.

#### ***12.1.6 Cancellation of Addendum***

Dealer may cancel an executed Successor Addendum at any time prior to the death of Dealer Operator or the incapacity of Dealer Operator. General Motors may cancel an executed Successor Addendum only if the proposed dealer operator is no longer qualified under Article 12.1.1.

## ***12.2 Other Changes in Ownership or Management***

If Dealer proposes a change in Dealer Operator, a change in ownership, a change in Executive Manager, or a transfer of the dealership business or its principal assets, General Motors will consider Dealer's proposal and not unreasonably refuse to approve it, subject to the following:

***12.2.1*** Dealer agrees to give General Motors prior written notice of any proposed change or transfer described above. Dealer understands that if any such change is made prior to General Motors' approval of the proposal, termination of this Agreement will be warranted, and General Motors will have no further obligation to consider Dealer's proposal.

***12.2.2*** General Motors agrees to consider Dealer's proposal, taking into account factors such as (a) the personal, business and financial qualifications of the proposed dealer operator and investors, and (b) whether the proposed change is likely to result in a successful dealership operation with acceptable management, capitalization and ownership which will provide satisfactory sales, service and facilities at an approved location, while promoting and preserving competition and customer satisfaction.

***12.2.3*** General Motors will notify Dealer in writing of General Motors' decision on Dealer's proposal within 60 days after General Motors has received from Dealer all applications and information reasonably requested by General Motors. If General Motors disagrees with the proposal, it will specify its reasons. General Motors may request that Dealer submit such applications and information in writing or electronically.

***12.2.4*** Any material change in Dealer's proposal, including change in price, facilities, capitalization, proposed investors or proposed dealer operator, will be considered a new proposal, and the time period for General Motors to respond shall recommence.

***12.2.5*** General Motors' prior written approval is not required for a transfer of equity ownership or beneficial interest to an individual that is (a) less than 10 percent in a calendar year, and (b) between existing Dealer owners previously approved by General Motors where there is no change in majority ownership or voting control. Dealer agrees to notify General Motors within 30 days of the date of the change and to execute a new Dealer Statement of Ownership.

***12.2.6*** General Motors is not obligated to approve any proposed changes in management or ownership under this Article unless Dealer makes arrangements acceptable to General Motors to satisfy any indebtedness of Dealer to General Motors and other commitments of Dealer to General Motors.

## **12.3 Right of First Refusal to Purchase**

### **12.3.1 Creation and Coverage**

If Dealer submits a proposal for a change of ownership under Article 12.2, General Motors will have a right of first refusal to purchase the dealership assets or stock and such other rights proposed to be transferred regardless of whether the proposed buyer is qualified to be a dealer. If General Motors chooses to exercise this right, it will do so in its written response to Dealer's proposal. General Motors will have a reasonable opportunity to inspect the assets, including real estate, and corporate records before making its decision.

### **12.3.2 Purchase Price and Other Terms of Sale**

#### **(a) Bona Fide Agreement**

If Dealer has entered into a bona fide written buy/sell agreement, the purchase price and other terms of sale will be those set forth in such agreement and any related documents, unless Dealer and General Motors agree to other terms.

Upon General Motors' request, Dealer agrees to provide all documents relating to the proposed transfer. If Dealer refuses to provide such documentation or state in writing that such documents do not exist, it will be presumed that the agreement is not bona fide.

#### **(b) Absence of Bona Fide Agreement**

In the absence of a bona fide written buy/sell agreement, the purchase price of the dealership assets or stock and such other rights as proposed to be transferred will be determined by good faith negotiations by Dealer and General Motors. If agreement cannot be reached within a reasonable time, the price and other terms of sale will be established by arbitration according to the rules of the American Arbitration Association.

### **12.3.3 Consummation**

Dealer agrees to transfer the property by warranty deed, where possible, conveying marketable title free and clear of liens and encumbrances. The warranty deed will be in proper form for recording and Dealer will deliver complete possession of the property when the deed is delivered. Dealer will also furnish copies of any easements, licenses or other documents affecting the property and assign any permits or licenses necessary for the conduct of Dealership Operations.

### **12.3.4 Assignment**

General Motors' rights under this section may be assigned to any third party ("Assignee"). If there is an assignment, General Motors will guarantee full payment of the purchase price by the Assignee. General Motors shall have the opportunity to discuss the terms of the buy/sell agreement with the potential Assignee(s).

General Motors' rights under this Article are binding on and enforceable against any Assignee or successor in interest of Dealer or purchaser of Dealer's assets or stock and such other rights as proposed to be transferred.

#### ***12.3.5 Transfer Involving Family Members and Dealer Management***

When the proposed change of ownership involves a transfer solely to a member or members of Dealer Operator's or investor's immediate family, or to a qualifying member of Dealer's Management, and such member or members meet General Motors' qualification requirements under Article 12.2, General Motors' right of first refusal will not apply. An "immediate family member" shall be the spouse, child, grandchild, spouse of a child or grandchild, brother, sister or parent of the Dealer Investor. A "qualifying member of Dealer's Management" shall be an individual who has been employed by Dealer for at least two years and otherwise qualifies as a dealer operator.

#### ***12.3.6 Expenses***

If General Motors exercises its right of first refusal, General Motors agrees to pay the proposed owner the reasonable expenses, including reasonable attorney fees, that do not exceed the usual, customary and reasonable fees charged for similar work done for other clients, and that are incurred by the proposed owner in negotiating and implementing the contract for the proposed change in Dealer ownership before General Motors gives notice of its exercise of its right of first refusal. The proposed owner must provide a reasonable accounting and documentation of such expenses to receive such reimbursement.

## **ARTICLE 13. BREACHES AND OPPORTUNITY TO REMEDY**

### ***13.1 Certain Acts or Events***

The following acts or events, which are within the control of Dealer or originate from action taken by Dealer or its management or investors, are material breaches of this Agreement. If General Motors learns that any of the acts or events has occurred, it may notify the Dealer in writing. If notified, Dealer will be given the opportunity to respond in writing within 30 days of receipt of the notice, explaining or correcting the situation to General Motors' satisfaction.

***13.1.1*** The removal, resignation, withdrawal or elimination from Dealer for any reason of Dealer Operator or any Dealer Investor without General Motors' prior written approval.

***13.1.2*** Any attempted or actual sale, transfer or assignment by Dealer of this Agreement or any of the rights granted Dealer hereunder, or any attempted or actual transfer, assignment or delegation by Dealer of any of the responsibilities assumed by it under this Agreement contrary to the terms of this Agreement.

***13.1.3*** Any change, whether voluntary or involuntary, in the record or beneficial ownership of Dealer as set forth in the Dealer Statement of Ownership furnished by Dealer, unless permitted by Article 12.2.5 or pursuant to General Motors' written approval.

***13.1.4*** Any undertaking by Dealer or any of its investors to conduct, either directly or indirectly, any of the Dealership Operations at any unapproved location.

**13.1.5** Any sale, transfer, relinquishment, discontinuance or change of use by Dealer of any of the Dealership Premises or other principal assets required in the conduct of the Dealership Operations, without General Motors' prior written approval.

**13.1.6** Any dispute among Dealer Investors or management personnel of Dealer which, in General Motors' judgment, may adversely affect the Dealership Operations or the interests of Dealer or General Motors.

**13.1.7** Refusal by Dealer to timely furnish sales, service or financial information and related supporting data, or to permit General Motors' examination or audit of Dealer's accounts and records.

**13.1.8** A finding by a government agency or court of original jurisdiction or a settlement arising from charges that Dealer, Dealer Operator or a predecessor of Dealer owned or controlled by the same person, had committed an unfair or deceptive business practice which, in General Motors' judgment, may adversely affect the reputation or interests of Dealer or General Motors.

**13.1.9** Willful failure of Dealer to comply with the provisions of any laws or regulations relating to Dealership Operations.

**13.1.10** Submission by Dealer of false applications or reports, including false orders for Products or reports of delivery or transfer of Products.

**13.1.11** Failure of Dealer to maintain the line of credit required by Article 10.

**13.1.12** Failure of Dealer to timely pay its obligations to General Motors.

**13.1.13** Refusal by Dealer to permit General Motors or any designated representative of General Motors to access, examine, audit or take copies of any of the accounts or records Dealer is to maintain under the accounting manual and this Agreement.

**13.1.14** Any other material breach of Dealer's obligations under this Agreement not otherwise identified in this Article 13 or in Article 14, or any other fraudulent conduct not specifically mentioned above.

If Dealer's response demonstrates that the breach has been corrected, or otherwise explains the circumstances to General Motors' satisfaction, then General Motors shall confirm this fact in writing to Dealer. If, however, Dealer's response does not demonstrate that the breach has been corrected, or explain the circumstances to General Motors' satisfaction, termination is warranted, and General Motors may terminate this Agreement upon written notice to Dealer. Termination will be effective 60 days following Dealer's receipt of the notice.

### **13.2     *Failure of Performance by Dealer***

If General Motors determines that Dealer's Premises are not acceptable, or that Dealer has failed to adequately perform its sales or service responsibilities, including those responsibilities relating to customer satisfaction and training, General Motors will review such failure with Dealer.

As soon as practical thereafter, General Motors will notify Dealer in writing of the nature of Dealer's failure and of the period of time (which shall not be less than six months) during which Dealer will have the opportunity to correct the failure. If Dealer does correct the failure by the expiration of the period, General Motors will so advise the Dealer in writing. If, however, Dealer remains in material breach of its obligations at the expiration of the period, General Motors may terminate this Agreement by giving Dealer 90 days' advance written notice.

## **ARTICLE 14. TERMINATION OF AGREEMENT**

### **14.1     *By Dealer***

Dealer has the right to terminate this Agreement without cause at any time upon written notice to General Motors. Termination will be effective 30 days after General Motors' receipt of the notice, unless otherwise mutually agreed in writing.

### **14.2     *By Agreement***

This Agreement may be terminated at any time by written agreement between General Motors and Dealer. Termination assistance will apply only as specified in the written termination agreement.

### **14.3     *Failure to Be Licensed***

If General Motors or Dealer fails to secure or maintain any license required for the performance of obligations under this Agreement, or such license is suspended or revoked, either party may terminate this Agreement by giving the other party 15 days' written notice. Dealer may only conduct Dealership Operations if permitted by law.

### **14.4     *Death or Incapacity of Dealer Operator***

Because this is a Personal Services Agreement, General Motors may terminate this Agreement by written notice to Dealer upon the death of Dealer Operator or if Dealer Operator is so physically or mentally incapacitated that Dealer Operator is unable to actively exercise full managerial authority. The effective date of termination will be stated in such written notice and will be not less than three months after receipt of such notice. Prior to issuing a written notice of termination under Article 14.4, General Motors will provide Dealer with 60 days to submit a proposal for a replacement dealer operator by submitting the application forms and such other information reasonably requested by General Motors. General Motors will evaluate the candidate's qualification requirements under Article 12.2.

#### ***14.5 Acts or Events***

If General Motors learns that any of the following has occurred, it may terminate this Agreement by giving Dealer written notice of termination. Termination will be effective on the date specified in the notice.

***14.5.1*** Conviction in a court of original jurisdiction of Dealer, or a predecessor of Dealer owned or controlled by the same person, or Dealer Operator or Dealer Investor of any felony.

***14.5.2*** Insolvency of Dealer; or filing by or against Dealer of a petition in bankruptcy; or filing of a proceeding for the appointment of a receiver or trustee for Dealer, provided such filing or appointment is not dismissed or vacated within 30 days; or execution by Dealer of an assignment for the benefit of creditors or any foreclosure or other due process of law whereby a third party acquires rights to the operation, ownership or assets of Dealer.

***14.5.3*** Failure of Dealer to conduct customary sales and service operations during customary business hours for seven consecutive business days.

***14.5.4*** Any misrepresentation to General Motors by Dealer or by Dealer Operator or Dealer Investor in applying for this Agreement, or in identifying Dealer Operator, or the record or beneficial ownership of Dealer.

***14.5.5*** Submission by Dealer of false applications or claims for any payment, credit, discount or allowance, including false applications in connection with incentive activities, where the false information was submitted to generate a payment to Dealer for a claim which would not otherwise have qualified for payment.

Termination for failure to correct other breaches will be according to the procedures outlined in Article 13.

#### ***14.6 Reliance on Any Applicable Termination Provision***

The terminating party may select the provision under which it elects to terminate without reference in its notice to any other provision that may also be applicable. The terminating party subsequently also may assert other grounds for termination.

#### ***14.7 Transactions After Termination***

##### ***14.7.1 Effect on Orders***

If Dealer and General Motors do not enter into a new Dealer Agreement when this Agreement expires or is terminated, all of Dealer's outstanding orders for Products will be automatically canceled except as provided in this Article 14.7.

Termination of this Agreement will not release Dealer or General Motors from the obligation to pay any amounts owing the other, nor release Dealer from the obligation to pay for Special Vehicles if General Motors has begun processing such orders prior to the effective date of termination.

#### ***14.7.2 Termination Deliveries***

If this Agreement is voluntarily terminated by Dealer, expires, or is terminated because of the death or incapacity of Dealer Operator, without a termination or expiration deferral, General Motors will use its best efforts consistent with its distribution procedures to furnish Dealer with Motor Vehicles to fill Dealer's bona fide retail sold orders with customers as of the effective date of termination or expiration, not to exceed, however, the total number of Motor Vehicles invoiced to Dealer for retail sale during the three months immediately preceding the effective date of termination.

#### ***14.7.3 Effect of Transactions After Termination***

Neither the sale of Products to Dealer nor any other act by General Motors or Dealer after termination of this Agreement will be construed as a waiver of the termination.

## **ARTICLE 15. TERMINATION ASSISTANCE**

### ***15.1 Deferral of Effective Date***

If this Agreement is scheduled to expire or terminate because of the death or incapacity of Dealer Operator, and Dealer requests an extension of the effective date of expiration or termination 30 days prior to such date, General Motors will defer the effective date for up to a total of 18 months after such death or incapacity occurs to assist Dealer in winding up its Dealership Operations.

### ***15.2 Purchase of Personal Property***

#### ***15.2.1 General Motors Obligations***

If this Agreement (a) expires or is terminated by Dealer, and General Motors does not offer Dealer or a replacement dealer a new Dealer Agreement, or (b) is terminated by General Motors for cause under the Dealer Agreement, General Motors will offer to purchase the following items of personal property (herein called "Eligible Items") from Dealer at the prices indicated:

- (a) New, unused, undamaged and unaltered Motor Vehicles of the current model year purchased by Dealer from General Motors, and of the previous model year if purchased by Dealer from General Motors within 120 days before the effective date of termination, at a price equal to the net prices and charges that were paid to General Motors;
- (b) Any signs owned by Dealer of a type recommended in writing by General Motors and bearing any Marks at a price agreed upon by General Motors and Dealer. If General Motors and Dealer cannot agree on a price, they will select a third party who will set the price;
- (c) Any essential tools recommended by General Motors and designed specifically for the service of Motor Vehicles that General Motors offered for sale during the three years preceding termination at prices established in accordance with the applicable pricing formula in the Service Policies and Procedures Manual; and
- (d) Unused and undamaged Parts and Accessories that (i) are still in the original, resalable merchandising packages and in unbroken lots (in the case of sheet metal, a comparable substitute for the original package may be

used); (ii) are listed for sale in the then current Dealer Parts and Accessories Price Schedules (except those items marked **NOT ELIGIBLE** Parts and Accessories); and (iii) were purchased by Dealer either directly from General Motors or from an outgoing dealer as a part of Dealer's initial Parts and Accessories inventory. Prices will be those dealer prices in effect at the time General Motors receives the Parts and Accessories, less any applicable allowances whether or not any such allowances were made to Dealer when Dealer purchased the Parts and Accessories. In addition, an allowance of five percent of dealer price for packing costs and reimbursement for transportation charges to the destination specified by General Motors will be credited to Dealer's account.

#### ***15.2.2 Dealer's Responsibilities***

General Motors' obligation to purchase Eligible Items is subject to Dealer fulfilling its responsibility under this subsection.

Within 15 days following the effective date of termination or expiration of this Agreement, Dealer will furnish General Motors with a list of vehicle identification numbers and such other information as General Motors may request pertaining to eligible Motor Vehicles. Dealer will deliver the eligible Motor Vehicles to a destination determined by General Motors that will be in a reasonable proximity to Dealer's Premises.

Within two months following the effective date of termination or expiration of this Agreement, Dealer will mail or deliver to General Motors a complete and separate list of each of the Eligible Items other than Motor Vehicles. Dealer will retain the Eligible Items until receipt of written shipping instructions from General Motors. Within 30 days after receipt of instructions, Dealer will ship the Eligible Items, transportation charges prepaid, to the destinations specified in the instructions.

Dealer will take action and execute and deliver such instruments as necessary to (a) convey to General Motors good and marketable title to all Eligible Items to be purchased, (b) comply with the requirements of any applicable state law relating to bulk sales or transfer, and (c) satisfy and discharge any liens or encumbrances on Eligible Items prior to their delivery to General Motors.

#### ***15.2.3 Payment***

Subject to Article 17.10, General Motors will pay for the Eligible Items as soon as practicable following their delivery to the specified destinations. Payment may be made directly to anyone having a security or ownership interest in the Eligible Items.

If General Motors has not paid Dealer for the Eligible Items within two months after delivery, and if Dealer has fulfilled its termination obligations under this Agreement, General Motors will, at Dealer's written request, estimate the purchase price of the unpaid Eligible Items and all other amounts owed Dealer by General Motors. After deducting the amounts estimated to be owing General Motors and its subsidiaries by Dealer, General Motors will pay Dealer 75 percent of the net amount owed Dealer and will pay the balance, if any, as soon as practicable thereafter.

#### ***15.2.4 Replacement Dealer***

If Dealer intends to terminate its Dealer Agreement and General Motors has approved a replacement dealer, Dealer or the replacement dealer may submit electronically to General Motors prior to the closing a listing of the Dealer's parts inventory, and General Motors will advise Dealer or the replacement dealer within 30 days what parts General Motors is willing to repurchase under General Motors policies and procedures then in effect upon Dealer's termination of its Dealer Agreement. General Motors will assist the replacement dealer in establishing an appropriate Motor Vehicle inventory as provided in Article 6.4.1.

### ***15.3 Assistance on Premises***

#### ***15.3.1 General Motors Obligation***

Subject to Article 17.10, General Motors agrees to give Dealer assistance in disposing of the Premises as provided below if (i) this Agreement expires for any reason or is terminated by General Motors under Articles 13.2 or 14.4, and (ii) Dealer is not offered a new Dealer Agreement. Such assistance shall be given only on Premises that are described in the Location and Premises Addendum, and only if:

- (a) they are used solely for Dealership Operations (or similar Dealership Operations under other agreements with General Motors which will be terminated simultaneously with this Agreement); and
- (b) they are not substantially in excess of space requirements at the time of termination or, if they are substantially in excess, they became excessive because of a reduction in the requirements applicable to Dealer's facilities.

Any request by Dealer for such assistance must be in writing and received by General Motors within 30 days of the expiration or termination of this Agreement.

Premises that consist of more than one parcel of property or more than one building, each of which is separately usable, distinct and apart from the whole or any other part with appropriate ingress or egress, shall be considered separately under this Article 15.3.

#### ***15.3.2 Owned Premises***

General Motors will provide assistance on owned Premises by either (a) locating a purchaser who will offer to purchase the Premises at a reasonable price, or (b) locating a lessee who will offer to lease the Premises. If General Motors does not locate a purchaser or lessee within a reasonable time, General Motors will itself either purchase or, at its option, lease the Premises for a reasonable term at a reasonable rent. If the cause of termination or expiration is a death or the incapacity of Dealer Operator, General Motors may instead pay Dealer a sum equal to a reasonable rent for a period of 12 months immediately following the effective date of termination or expiration of this Agreement.

### ***15.3.3    Leased Premises***

General Motors will provide assistance on leased Premises by either:

- (a) locating a tenant(s), satisfactory to lessor, who will sublet for the balance of the lease or assume it; or
- (b) arranging with the lessor for the cancellation of the lease without penalty to Dealer; or
- (c) reimbursing Dealer for the lesser of the rent specified in the lease or settlement agreement or a reasonable rent for a period equal to the lesser of 12 months from the effective date or termination or expiration of the balance of the lease term.

Upon request, Dealer will use its best efforts to effect a settlement of the lease with the lessor subject to General Motors' prior approval of the terms. General Motors is not obligated to reimburse Dealer for rent for any month during which the Premises are occupied by Dealer or anyone else, after the first month following the effective date of termination or expiration.

### ***15.3.4    Rent and Price***

General Motors and Dealer will fix the amount of a reasonable rent and a reasonable price for the Premises by agreement at the time Dealer requests assistance. The factors to be considered in fixing those amounts are:

- (a) the adequacy and desirability of the Premises for a dealership operation; and
- (b) the fair market value of the Premises. If General Motors and Dealer cannot agree, the fair market value will be determined by the median appraisal of three qualified real estate appraisers, of whom Dealer and General Motors will each select one and the two selected will select the third. The cost of appraisals will be shared equally by Dealer and General Motors.

### ***15.3.5    Limitations on Obligation to Provide Assistance***

General Motors will not be obligated to provide assistance on Premises if Dealer:

- (a) fails to accept a bona fide offer from a prospective purchaser, sub-lessee or assignee;
- (b) refuses to execute a settlement agreement with the lessor if the agreement would be without cost to Dealer;
- (c) refuses to use its best efforts to effect a settlement when requested by General Motors; or
- (d) refuses to permit General Motors to examine Dealer's books and records if necessary to verify claims of Dealer under this Article.

Any amount payable by General Motors as rental reimbursement or reasonable rent shall be proportionately reduced if the Premises are leased or sold to another party during the period for which such amount is payable. Payment of rental reimbursement or reasonable rent is waived by Dealer if it does not file its claim therefor within two months after the expiration of the period covered by the payment. Upon request, Dealer will support its claim with satisfactory evidence of its accuracy and reasonableness.

## **ARTICLE 16. DISPUTE RESOLUTION PROCESS**

Dealer and General Motors recognize that it is desirable to resolve disputes in a fair, prompt and cost-efficient manner. Therefore, except for the matters specified below, and except as otherwise specifically agreed upon in writing between Dealer and General Motors, Dealer and General Motors agree to mediate any dispute arising under this Agreement or applicable law using the General Motors Dispute Resolution Process then in effect, a copy of which has been provided to Dealer, before using other remedies available under federal, state or local law. The matters ineligible for mediation include: (i) terminations due to insolvency, a dealer's failure to conduct customary sales and service operations during customary business hours for at least seven consecutive business days, license revocation, fraud or felony convictions;

(ii) disputes requiring participation by a third party who does not agree to participate in the mediation; and  
(iii) disputes of General Motors' Policies or Procedures as applied to dealers generally. Dealer or General Motors may file simultaneously with a court or administrative agency if necessary to retain its rights under applicable law. Mediation under the General Motors Dispute Resolution Process is mandatory, but mediation is not binding on the parties unless the parties agree upon a solution. If a dispute is not resolved through mediation, Dealer and General Motors may agree to resolve this dispute through voluntary binding arbitration available under the General Motors Dispute Resolution Process.

The General Motors Dispute Resolution Process is set forth in a separate booklet, and this Process will be administered by a Joint Mediation/Arbitration Committee composed of dealers and General Motors representatives. General Motors may amend the Process from time to time, but will consult with the Joint Mediation/Arbitration Committee before making any changes.

## **ARTICLE 17. GENERAL PROVISIONS**

### ***17.1 No Agent or Legal Representative Status***

This Agreement does not make either party the agent or legal representative of the other for any purpose, nor does it grant either party authority to assume or create any obligation on behalf of or in the name of the others. No fiduciary obligations are created by this Agreement.

### ***17.2 Responsibility for Operations***

Except as provided in this Agreement, Dealer is solely responsible for all expenditures, liabilities and obligations incurred or assumed by Dealer for the establishment and conduct of its operations.

### ***17.3 Taxes***

Dealer is responsible for all local, state, federal, or other applicable taxes and tax returns related to its dealership business and will hold General Motors harmless from any related claims or demands made by any taxing authority.

#### ***17.4 Indemnification by General Motors***

General Motors will assume the defense of Dealer and indemnify Dealer against any judgment for monetary damages or rescission of contract, less any offset recovered by Dealer, in any lawsuit naming Dealer as a defendant relating to any Product that has not been altered when the lawsuit concerns:

***17.4.1*** Breach of the General Motors warranty related to the Product, bodily injury or property damage claimed to have been caused solely by a defect in the design, manufacture or assembly of a Product by General Motors (other than a defect which should have been detected by Dealer in a reasonable inspection of the Product);

***17.4.2*** Failure of the Product to conform to the description set forth in advertisements or product brochures distributed by General Motors because of changes in standard equipment or material component parts, unless Dealer received notice of the changes prior to retail delivery of the affected Product by Dealer; or

***17.4.3*** Any substantial damage to a Product purchased by Dealer from General Motors which has been repaired by General Motors, unless Dealer has been notified of the repair prior to retail delivery of the affected Product.

If General Motors reasonably concludes that allegations other than those set forth in 17.4.1, 17.4.2 or 17.4.3 above are being pursued in the lawsuit, General Motors shall have the right to decline to accept the defense or indemnify Dealer or, after accepting the defense, to transfer the defense back to Dealer and withdraw its agreement to indemnify Dealer.

Procedures for requesting indemnification, administrative details and limitations are contained in the Service Policies and Procedures Manual under "Indemnification." The obligations assumed by General Motors are limited to those specifically described in this Article and in the Service Policies and Procedures Manual and are conditioned upon compliance by Dealer with the procedures described in the Manual. This Article shall not affect any right either party may have to seek indemnification or contribution under any other contract or by law and such rights are hereby expressly preserved.

#### ***17.5 Trademarks and Service Marks***

General Motors, its subsidiaries or other affiliated companies are the exclusive owners or licensees of the various trademarks, service marks, names and designs (Marks) used in connection with Products and services.

Dealer is granted the non-exclusive right to display Marks in the form and manner approved by General Motors in the conduct of its dealership business. Dealer agrees to permit any designated representative of General Motors upon the Premises during regular business hours to inspect Products or services in connection with Marks.

Dealer will not apply to register or maintain a registration for any Marks either alone or as part of another mark, and will not take any action which may adversely affect the validity of the Marks or the goodwill associated with them. Dealer will not apply to register or maintain a registration for any name which includes a Mark as an Internet domain name without General Motors' prior written approval. Upon written notice by General Motors of any such applications or registrations by Dealer, Dealer will, at the election of General Motors, expressly abandon or assign the name to General Motors no later than 30 days from receipt of such notice.

Dealer agrees to purchase and sell goods bearing Marks only from parties authorized or licensed by General Motors. Marks may be used as part of Dealer's name with General Motors' written approval. Dealer agrees to change or discontinue the use of any Marks upon General Motors' request.

Dealer agrees that no company owned by or affiliated with Dealer or any of its investors may use any Mark to identify a business without General Motors' written permission.

Upon termination of this Agreement, Dealer agrees to immediately discontinue, at its expense, all use of Marks, including but not limited to removal of all Marks from any and all Dealer-owned signs. Thereafter, Dealer will not use, either directly or indirectly, any Marks or any other confusingly similar marks in a manner that General Motors determines is likely to cause confusion or mistake or deceive the public.

Dealer will reimburse General Motors for all legal fees and other expenses incurred in connection with action to require Dealer to comply with this Article 17.5.

#### ***17.6 Notices***

Any notice required to be given by either party to the other in connection with this Agreement will be in writing and delivered personally or by first-class or express mail or by facsimile, or as otherwise explicitly provided in this Agreement. Notices to Dealer will be directed to Dealer or its representatives at Dealer's principal place of business and, except for indemnification requests made pursuant to Article 17.4, notices by Dealer will be directed to the appropriate Regional Director of General Motors.

#### ***17.7 No Implied Waivers***

The delay or failure of either party to require performance by the other party or the waiver by either party of a breach of any provision of this Agreement will not affect the right to subsequently require such performance.

#### ***17.8 Assignment of Rights or Delegation of Duties***

Dealer has not paid any fee for this Agreement. Neither this Agreement nor any right granted by this Agreement is a property right.

Except as provided in Article 12, neither this Agreement nor the rights or obligations of Dealer may be sold, assigned, delegated, encumbered or otherwise transferred by Dealer.

General Motors may assign this Agreement and any rights, or delegate any obligations, under this Agreement to any affiliated or successor company, and will provide Dealer written notice of such assignment or delegation. Such assignment or delegation shall not relieve General Motors of liability for the performance of its obligations under this Agreement.

#### ***17.9 No Third-Party Benefit Intended***

This Agreement is not enforceable by any third parties and is not intended to convey any rights or benefits to anyone who is not a party to this Agreement, including without limitation Dealer Investors.

#### ***17.10 Accounts Payable***

All monies or accounts due Dealer are net of Dealer's indebtedness to General Motors and its subsidiaries. In addition, General Motors may deduct any amounts due or to become due from Dealer to General Motors or its subsidiaries, or any amounts held by General Motors, from any sums or accounts due or to become due from General Motors, or its subsidiaries.

#### ***17.11 Sole Agreement of Parties***

Except as provided in this Agreement or in any other unexpired written agreements executed by both parties, General Motors has made no promises to Dealer, Dealer Operator or Dealer Investor, and there are no other agreements or understandings, either oral or written, between the parties affecting this Agreement or relating to any of the subject matters covered by this Agreement.

Except as otherwise provided herein, this Agreement cancels and supersedes all previous agreements between the parties that relate to any matters covered herein, except as to any monies which may be owing between the parties and any other unexpired written agreements executed by both parties.

No agreement between General Motors and Dealer which relates to matters covered herein, including the grant or amendment of any Dealer Agreement and no change in, addition to (except the filling in of blank lines) or modification of this Agreement, will be binding unless approved in a written agreement executed by an authorized person. Approvals required or provided for under this Agreement must be in writing by an authorized person. No General Motors representative is authorized to orally grant, waive or revise any terms of this Agreement or any rights conferred under this Agreement. General Motors and Dealer expressly waive application of any local, state or federal law, statute or judicial decision allowing oral grant, modifications, amendments or additions of a Dealer Agreement notwithstanding an express provision requiring a writing signed by the parties.

#### ***17.12 Applicable Law***

This Agreement is governed by the laws of the State of Michigan. The provisions of this Agreement will be deemed severable, and if any provision of this Agreement is held illegal, void or invalid under applicable law effective in the resident jurisdiction of Dealer as of the effective date of this Agreement, such provision shall be interpreted as amended to the extent reasonably necessary to make the provision legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement will not be affected but will remain binding in accordance with their terms.

#### ***17.13 Superseding Dealer Agreements***

If General Motors offers a superseding form of Dealer Agreement or an amendment to the Dealer Agreement to General Motors dealers generally at any time prior to expiration of this Agreement, General Motors may terminate this Agreement by 90 days prior written notice to Dealer, provided General Motors offers Dealer a Dealer Agreement in the superseding form for a term of not less than the unexpired term of this Agreement.

Unless otherwise agreed in writing, the rights and obligations of Dealer that may otherwise become applicable upon termination or expiration of the term of this Agreement shall not be applicable if General Motors and Dealer execute a superseding Dealer Agreement, and the matured rights and obligations of the parties hereunder shall continue under the new agreement.

Dealer's performance under any prior agreement may be considered in an evaluation of Dealer's performance under this or any succeeding agreement.

# GLOSSARY

**Area of Geographical Sales and Service Advantage** -- A geographic subdivision of the APR in a Multiple Dealer Area.

**Area of Primary Responsibility (APR)** – The geographic area designated by General Motors from time to time in a Notice of Area of Primary Responsibility.

**Dealer** – The legal business entity (e.g., corporation, partnership, limited liability company or limited liability partnership) that is a party to this Dealer Agreement with General Motors.

**Dealer Agreement** – The Dealer Sales and Service Agreement, including the Agreement proper that is executed, the Standard Provisions and all of the related Addenda.

**Dealer Investor** – An individual, trust, holding company or other legal entity that has an ownership interest in the Dealer, and is identified on the Dealer Statement of Ownership.

**Dealership Operations** – All operations contemplated by the Dealer Agreement. These operations include the sale and service of Products and any other activities undertaken by Dealer related to Products, including rental and leasing operations, used vehicle sales and body shop operations, finance and insurance operations, any electronic commerce, and any service of other General Motors Motor Vehicles authorized by General Motors, whether conducted directly or indirectly by Dealer.

**General Motors** – General Motors LLC

**Dealer Sales Allowance and Incentive Manual** – The manual issued periodically which details certain policies and procedures related to Dealer or customer incentives or promotions.

**Line-Make** – A brand of General Motors Motor Vehicles, or a brand used to badge motor vehicles for another manufacturer. For this Dealer Agreement, the General Motors brands are Chevrolet, Buick, GMC and Cadillac.

**Products** – Motor Vehicles, Parts and Accessories.

**Motor Vehicles** – All current model types or series of new motor vehicles specified in any Motor Vehicle Addendum incorporated into this Agreement, and all past General Motors motor vehicles marketed through Motor Vehicle Dealers.

**Service Policies and Procedures Manual** – The manual issued periodically which details certain administrative and performance requirements for Dealer service under the Dealer Agreement.

**Special Vehicles** – Motor Vehicles that have limited marketability because they differ from standard specifications or incorporate special equipment.



# **Dispute Resolution Process**

**2020**

**GENERAL MOTORS LLC**

# **THE GENERAL MOTORS LLC DISPUTE RESOLUTION PROCESS**

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# **THE GENERAL MOTORS LLC DISPUTE RESOLUTION PROCESS**

## **PREAMBLE**

General Motors LLC (“GM”) and its authorized dealers (“Dealer(s)”) have agreed to use this Dispute Resolution Process (“the Process”) for the resolution of disputes and controversies that may arise between them under the Dealer Sales and Service Agreement (“Dealer Agreement”) or applicable laws. The objective of the Process is the fair resolution of disputes in a prompt and cost-effective manner. The Process provides for mediation that is mandatory and non-binding, unless a solution is agreed upon by all parties. If the matter is not resolved, then an option for voluntary binding arbitration is available.

## **JOINT MEDIATION/ARBITRATION COMMITTEE**

The Joint Mediation/Arbitration Committee (“JMAC”) will manage and oversee the Process, determine rules for dispute eligibility, and resolve any disputes regarding the interpretation and applicability of these procedures. The JMAC also will select a national dispute resolution process firm (“Administrator”) to administer the Process and to maintain a trained pool of Mediators and Arbitrators (Mediator/Arbitrator Pool). The JMAC will be comprised of five Dealers (three Dealers will be active members of the JMAC and two Dealers will be alternate members of the JMAC) and three GM representatives. The Dealer JMAC members will be selected by the appropriate GM Dealer Councils, including the Dealer Executive Board, and will serve for a term determined by the JMAC. The JMAC may amend the Process procedures, and will report annually to the Dealer Executive Board.

## **MANDATORY MEDIATION**

Mediation is an informal process where each party is provided an opportunity to present its side of the dispute. Through joint meetings and confidential discussions with each side, the Mediation Panel will test positions and clarify objectives, as well as encourage new perspectives and mutually beneficial resolution options. No record shall be made of the mediation proceedings. All parties must come to the mediation with sufficient resources and authority to reach a final settlement.

Dealer and GM agree to submit all eligible disputes as defined by Subsection A (“Matters to Be Mediated”) to mediation using the procedures set forth below prior to filing a complaint or protest in court or with an administrative agency based on its rights under the Dealer Agreement or applicable laws. Dealer or GM may file simultaneously with a court or an administrative agency if necessary to retain its rights under applicable law. In this event, Dealer and GM agree to ask the court or agency to stay proceedings until the mediation under this Process is concluded.

## **A. MATTERS TO BE MEDIATED**

The Process is available to GM and Dealers with a current GM Dealer Agreement (not terminated dealers, prospective dealers or any third party) to mediate disputes arising under the Dealer Agreement or applicable laws. The following matters are ineligible under the Process: (i) terminations due to insolvency; (ii) dealership closings due to failure to conduct customary sales and service operation during customary business hours for seven consecutive business days; (iii) license revocation; (iv) fraud or felony convictions; (v) disputes requiring participation by a third party who does not agree to participate in mediation; and (vi) disputes challenging GM Policies or Procedures as applied to Dealers generally. Except for the ineligible matters described above, a Dealer's standing to bring disputes or protests to the Process for disputes addressed by state law shall be the same as those conferred by state law in the jurisdiction of the proposed action.

GM and Dealers agree that delivery of a completed "Request for Mediation" form to the Administrator and notice by the Administrator to the other party will automatically defer any action by GM or Dealer on the eligible matter in dispute until the Process is completed, unless the dispute is not eligible for a stay under applicable Motor Vehicle state franchise law and GM determines that the automatic stay may adversely affect a third party's rights. If more than one Dealer requests mediation on an identical dispute with GM, the requests may be consolidated into a single mediation proceeding.

## **B. MEDIATION AND TIME SCHEDULE**

The time from the filing of a dispute to completion of the mediation will depend on the complexity of the case, necessary background information to be exchanged, and the number of parties. The Administrator will work to expedite the Process through the following three-step procedure:

Step 1. Filing – Dealer or GM may initiate the Process by the delivery of a completed "Request for Mediation" form (attached), and a deposit as specified in the filing form to the Administrator. This form must be filed within 30 days of receipt of a disputed eligible final decision of either party. The form must also be submitted prior to Dealer or GM initiating a complaint or protest in court or with an administrative agency over an eligible dispute, except if necessary to protect its rights as specified above. The Administrator will forward a copy of the form to the other named party(ies).

Step 2. Issue Review – Within five working days of the receipt of the filing form from the Administrator, the other named party(ies) to the mediation shall inform the Administrator of any objection based upon its opinion that the dispute is outside the scope of the Process. If there is no objection, the Administrator shall commence arrangements for the mediation at the close of the five-day period. If the Administrator receives an objection, the Administrator will refer the issue to the JMAC. The JMAC shall determine if the dispute is within the scope of the Process and whether standing exists. The Administrator shall notify the parties of the JMAC's decision, which shall be final (and return the filing fee if the dispute is not eligible).

Step 3. Arranging the Mediation – Within 10 working days of the expiration period for objections or of the JMAC’s determination that the request for mediation is eligible, the Administrator will provide a list of the potential trained mediators as outlined under Subsection D (“Mediation Panel Selection”). The Administrator also will arrange a preliminary telephone conference with representatives from each party. The purpose of the preliminary telephone conference is to:

- answer any questions about the Process.
- decide on the participation of legal counsel, outside experts or other persons attending the Mediation.
- discuss the preparation of a short pre-mediation written statement or summary.
- confirm the mediation date, and complete arrangements for a mediation in one of the cities listed below:

Atlanta, GA, Boston, MA, Chicago, IL, Dallas, TX, Denver, CO, Detroit, MI, Fort Lauderdale, FL, Los Angeles, CA, Newark, NJ, Orlando, FL, Seattle, WA

(This list may be amended from time to time at GM’s discretion.)

The Administrator, and if necessary the JMAC, will resolve any disputes regarding pre-mediation arrangements. Every effort will be made to conduct the mediation within 30 days of the preliminary telephone conference call and to complete the mediation within one day or less.

## **C. MEDIATION PANEL**

The Mediation Panel will consist of one Independent Mediator (Independent Mediator should be a licensed attorney or retired judge), one dealer operator and one GM representative selected from the Mediator Pool.

The role of the Mediation Panel is as follows:

- The Mediation Panel will work with the parties to reach a negotiated settlement but will have no decision-making authority.
- Where an agreement is reached, a written memorandum of the agreement will be prepared and executed by each party.
- Within three days after the Mediation Panel adjourns, the Independent Mediator will advise the Administrator whether the matter is resolved.

## **D. MEDIATION PANEL SELECTION**

The Administrator will select five dealer operators, five GM representatives and an Independent Mediator from the trained Mediator Pool. The Administrator will send the lists of dealer operators and GM representatives simultaneously to Dealer and GM. Dealer and GM may eliminate one name from each list, and will rank the remaining members of each list in order of preference. Dealer and GM will return those lists to the Administrator within five days of receipt.

The Administrator will select one dealer operator and one GM representative to serve with the Independent Mediator as the Mediation Panel by identifying candidates with the highest combined ranking. If a tie occurs, the Administrator will select the Mediator at its discretion.

The Administrator will notify the Mediators when they have been selected and, at that time, each Mediator must disclose to the Administrator any circumstances that might preclude the Mediator from being objective and impartial. Should such a circumstance exist, the Administrator will notify the parties, who will discuss whether the Mediator should be disqualified. If the dealer operator or GM representative is disqualified, the Mediator with the next highest ranking will be selected, or the entire process will be repeated, if necessary. If the Independent Mediator is disqualified, the Administrator will select a new Independent Mediator.

#### **E. EXCHANGE OF INFORMATION BEFORE THE MEDIATION**

At a mutually agreed time prior to the scheduled mediation, each party must submit to the Administrator documents it believes will be helpful in establishing its position in sufficient quantities for the parties and the Mediation Panel, and a list of all persons who will attend the mediation. At least five days before the mediation, the Administrator will provide a copy of all documents and an attendance list to the other party(ies). A party may informally suggest that the other party make available certain information or documents for the mediation that may be helpful in resolving the dispute, but no formal discovery is permitted in a mediation proceeding. To avoid surprise and to increase efficiency, documents or resources not previously disclosed will not be considered at the mediation, unless all parties agree or the Mediation Panel determines that the new information is essential for resolving the dispute.

#### **F. USE OF LEGAL COUNSEL AND EXPERTS**

The mediation is designed to be an informal business discussion. The parties do not need a legal counsel or outside experts and are encouraged not to incur such expense. However, a party may choose to have legal counsel or outside experts participate in the mediation. Their participation in the mediation session must be disclosed in the preliminary telephone conference. If Dealer advises that it will not be represented by legal counsel or an expert, GM will not be represented by legal counsel or an expert.

### **VOLUNTARY BINDING ARBITRATION**

Arbitration offers General Motors and Dealers an additional opportunity to resolve disputes not concluded in the Mediation Process. Arbitration is voluntary and both parties must agree to use the process. Both parties present their positions to an Arbitration Panel and the Arbitration Panel renders a decision. Decisions rendered by the Arbitration Panel will be binding on both parties.

## **A. REQUEST FOR ARBITRATION**

If a matter eligible for mediation under the Process is not resolved through mediation, Dealer or GM may request arbitration by filing a completed “Request for Binding Arbitration” form and a deposit as specified on the “Request for Binding Arbitration” form with the Administrator. The request must include a brief description of the dispute and all relief requested, including the specific amount of any monetary relief requested, and such other information as required by the form. A “Request for Binding Arbitration” must be filed within 10 business days after the conclusion of the Mediation Process. The Administrator will forward the request to the other parties. The other party must decide within 10 business days of receipt of the “Request for Binding Arbitration” whether to accept the offer to resolve the dispute through arbitration. Return of a signed copy of the “Request for Binding Arbitration” form to the Administrator signifies acceptance of the offer to arbitrate. If Dealer and GM agree to binding arbitration under this process, any administrative or judicial proceedings filed by either party related to the dispute to be arbitrated must be dismissed with prejudice within 10 days of the agreement to arbitrate.

## **B. ARBITRATION PANEL SELECTION**

The Administrator will select five dealer operators, five GM representatives and three Independent Arbitrators (Independent Arbitrators must be a licensed attorney) from the trained Arbitrator Pool, and will send the lists simultaneously to Dealer and GM within 10 days of the receipt of the executed “Request for Binding Arbitration.” Dealer and GM may eliminate one name from the dealer operator list and one name from the GM representative lists, and will rank the remaining members of each list in order of preference. Dealer and GM will rank the three Independent Arbitrator candidates in order of preference. Dealer and GM will return those lists to the Administrator within five days of receipt.

The Administrator will select one dealer operator, one GM representative and one Independent Arbitrator for the Arbitration Panel by identifying candidates with the highest combined ranking. If a tie occurs, the Administrator will select the Arbitrator at its discretion.

The Administrator will notify the Arbitrators when they have been selected and, at that time, each Arbitrator must disclose to the Administrator any circumstances that might preclude the Arbitrator from being objective and impartial. Should such a circumstance exist, the Administrator will notify the parties, who will discuss whether the Arbitrator should be disqualified. If dealer operator, GM representative or Independent Arbitrator is disqualified, the Arbitrator with the next highest ranking will be selected, or the entire process will be repeated, if necessary.

## **C. DISCOVERY**

Discovery is permitted in any arbitration proceeding, but is limited to the production of documents specifically relevant to and considered by either party in assessing the disputed action and which are in the possession and control of the party from whom discovery is sought. Such document production should be consistent with the spirit of simple, efficient and low-cost dispute resolution intended by this Process, while at the same time ensuring a full and fair hearing. A document production request with specificity must be filed with the Administrator within 15 days after

the commencement of the arbitration process. Within 30 days of receipt of such a request, the party to whom the request is directed must respond by:

- producing the requested documents with copies for each party and each Arbitrator.
- advising of a reasonable time and place at which the requested documents will be made available for inspection and copying.
- raising detailed objections with the Administrator, including any claims of privilege, to specific requests, and the Independent Arbitrator, with the assistance of the Arbitration Panel as necessary, will resolve such discovery disputes.

Within five days of receiving any objections, the Administrator will refer the matter to the Independent Arbitrator who will schedule a conference call with the parties to discuss the objections. Within five days of the call, the Independent Arbitrator, with the assistance of the Arbitration Panel as necessary, will rule on objections to produce.

#### **D. ARBITRATION SUMMARY**

Dealer and GM will each prepare an Arbitration Summary of not more than 10 pages. The Arbitration Summary will describe the basis for the dispute, identify the issues, explain the relief sought, identify the parties' representatives at the hearing, indicate those matters which the representatives will address and identify the documents to be presented by each representative. Each party must provide its summary and its witness list to the Administrator for distribution to the Arbitration Panel and to the other party(ies) no later than 20 days prior to the scheduled arbitration hearing. The Arbitration Panel will consider only those documents or statements prepared and submitted in accordance with this paragraph.

#### **E. USE OF LEGAL COUNSEL AND EXPERTS**

Dealer will advise the Administrator at least 30 days prior to the scheduled arbitration hearing whether Dealer will be represented by legal counsel or any expert witness at the hearing, and the Administrator will advise GM. If Dealer advises that it will not be represented by legal counsel or an expert witness, GM will not be represented by legal counsel or an expert witness.

#### **F. ARBITRATION HEARING**

The Administrator will establish a hearing date that is within 90 days of the filing of the "Request for Binding Arbitration" form. The hearing will be within the involved region unless the parties agree otherwise. The Administrator will notify the parties of the time and place of the hearing.

Each party will present its case through its selected representatives and witnesses. Witnesses will be subject to cross-examination related to the issues involved in the arbitration by the parties and the Arbitration Panel. The dealer operator need not be a representative, but must be present at the hearing. Each party will have the opportunity to respond to points made by the other party until the Arbitration Panel is satisfied that each party has had a full opportunity to present its position. The Arbitration Panel may, at any time during the hearing, ask for additional information

from any representative of either party. Formal rules of evidence will not apply. The Arbitration Panel, in its sole discretion, may have all or any portion of the proceedings transcribed or recorded. The Independent Arbitrator will ensure that the hearing is focused on the issues and is conducted in an orderly, efficient and fair manner in accordance with the Process.

Attendance at the hearings will be limited to the parties, their representatives or witnesses, the Arbitration Panel, the Administrator and any other persons the Arbitration Panel members determine are necessary to properly administer the hearing.

## **G. POST-HEARING BRIEFS**

There will be no post-hearing briefs except in those cases where the Arbitration Panel determines that briefs are necessary for it to reach a conclusion. If briefs are requested, the Arbitration Panel will determine a permissible length. The briefs must be filed no later than 14 days following the close of the hearing.

## **H. DECISION**

The Arbitration Panel will issue its decision within seven days of the close of the hearing, or submission of post hearing briefs, whichever is later. In reaching its decision, the Arbitration Panel will consider general concepts of law and equity so that the decision will achieve a fair and just result, without modifying the terms of the Dealer Agreements between the parties. The Arbitration Panel may award monetary relief (not to exceed the specific amount requested in the "Request for Binding Arbitration"), or provide for such equitable relief concerning the matter in dispute that the Arbitration Panel considers fair and just to resolve the dispute. **THE DECISION OF THE ARBITRATION PANEL WILL BE BINDING UPON BOTH DEALER AND GM IN ACCORDANCE WITH THE UNITED STATES ARBITRATION ACT, TITLE 9, UNITED STATES CODE, SECTIONS 1-14.**

The Independent Arbitrator will provide advice and counsel to the other two Arbitration Panel members during the decision-making process, but will not participate in the decision-making process unless the Dealer Arbitrator and the GM Arbitrator on the Arbitration Panel are unable to agree upon a decision. In which case, the Independent Arbitrator will become the third decision-maker and will cast the deciding vote.

## **GENERAL**

The General items listed in this section apply to both mediation and arbitration as outlined.

### **A. CONFIDENTIALITY**

This Process is intended to resolve disputed claims. All offers, promises, conduct and statements, whether oral or written, by any of the parties, including the JMAC, the Administrator and the Panel, and their agents, employees, experts and legal counsel, at any time before, during or after

the Process; any documents created for the Process; and any mediation or arbitration agreements between the parties are confidential and privileged and will neither be discoverable, admissible, nor used for any purpose, including impeachment, in any pending or subsequent litigation, arbitration, mediation or administrative proceeding. Evidence that is otherwise discoverable or admissible will not be rendered non-discoverable or inadmissible as a result of its use in the Process. Any transcripts or recordings of a hearing under the Process are intended solely for use in connection with the Process and will be destroyed within 30 days from the date of the Panel's decision. **NO DECISION ISSUED OR AGREEMENT REACHED UNDER THE PROCESS WILL SERVE AS PRECEDENT IN ANY SUBSEQUENT MEDIATIONS, ARBITRATIONS OR JUDICIAL PROCEEDINGS.**

## **B. DISQUALIFICATION OF THE JMAC, MEDIATORS/ARBITRATORS AND THE ADMINISTRATOR**

The parties to the Process will not call members of the JMAC, the Mediators/Arbitrators, or the Administrator or its employees or agents, as witnesses or experts, and each such individual will be disqualified as a witness or expert in any pending or subsequent litigation, arbitration or administrative proceeding relating to the dispute which is the subject of the Process.

## **C. EXCLUSION OF LIABILITY**

Neither the members of the JMAC, the Administrator nor its employees or agents, GM nor its employees or agents, nor any of the Mediators/Arbitrators or their dealerships and employees, will be liable to any party for any act or omission in connection with any matter coming under this Process; nor will any such individual or entity be a necessary party in any judicial or administrative proceeding or arbitration relating to the matter coming under this Process.

## **D. EXPENSES**

Dealer and GM will share equally in all administrative expenses, including but not limited to travel, lodging and meals of the Administrator and the Panels, fees of the Independent Mediators/Arbitrators, rental of meeting or hearing rooms, any expenses for transcribing or recording the arbitration proceedings, and any other reasonable expenses relating to the Mediation and/or Arbitration Process. If Dealer does not pay the Administrator within 30 days of receiving an invoice, GM may reimburse the Administrator and offset this amount owing against any amounts GM owes Dealer. Each party is responsible for its own out-of-pocket expenses.

# GENERAL MOTORS DISPUTE RESOLUTION PROCESS

## REQUEST FOR MEDIATION Filing Form

### INSTRUCTIONS:

- **Required** is a one-page description of the facts involved in your dispute and an explanation as to why you are seeking mediation.
- If results of an audit are in dispute, attach the one-page debit summary from GM Audit Services.
- The filing fee (deposit) is used as a retainer against the total costs of mediation, professional fees and expenses.
- The total cost of most mediations falls within the range of \$3,000 to \$5,000 per party, plus or minus other potential expenses which may or may not apply. All costs associated with the mediation are split evenly between the Dealership and General Motors. Please refer to the *Dispute Resolution Process, 2020*, Page 8, Item "D. Expenses".
- Forward the completed filing form, the one-page description, the debit summary, as well as a deposit check in the amount of **\$1,000.00** (payable to "Mediation Works Incorporated") to the attention of Diana Chiang, MWI Administrator of the GM Dispute Resolution Process, to the address below:

Diana Chiang  
MWI  
10 Liberty Square - 4<sup>th</sup> Floor  
Boston, MA 02109  
Phone: 617-895-4029  
Fax: 617-973-9532  
E-mail: [dchiang@mwi.org](mailto:dchiang@mwi.org)

The Mediation will be conducted in accordance with procedures outlined in the General Motors *Dispute Resolution Process*.

### Party Requesting Mediation:

Company: \_\_\_\_\_

Dealer Operator: \_\_\_\_\_ Email: \_\_\_\_\_

Dealership Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Cell: \_\_\_\_\_

Street Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

BAC Code: \_\_\_\_\_ Brands Represented: Chevrolet \_\_\_\_\_ Buick \_\_\_\_\_ GMC \_\_\_\_\_ Cadillac \_\_\_\_\_

### Party Whose Decision or Action Prompted You to File for Mediation:

Company: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

---

Print Name: \_\_\_\_\_

**Dealer Operator Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\*Please indicate below whether you will be represented by legal counsel at the mediation.

Yes, I will be represented by Legal Counsel.  No, I will not be represented by Legal Counsel.

\*Please indicate below which of the following GM mediation host cities you prefer to schedule. **Note that if you have elected to have legal counsel in attendance, your mediation will be held in Detroit, MI.**

<input type="checkbox"/> Atlanta, GA	<input type="checkbox"/> Boston, MA	<input type="checkbox"/> Chicago, IL	<input type="checkbox"/> Dallas, TX
<input type="checkbox"/> Denver, CO	<input type="checkbox"/> Detroit, MI	<input type="checkbox"/> Fort Lauderdale, FL	<input type="checkbox"/> Los Angeles, CA
<input type="checkbox"/> Newark, NJ	<input type="checkbox"/> Orlando, FL	<input type="checkbox"/> Seattle, WA	

# GENERAL MOTORS DISPUTE RESOLUTION PROCESS

## REQUEST FOR BINDING ARBITRATION

### INSTRUCTIONS:

- Type or print clearly all information requested on the form and sign in the space provided.
- Attach a 1-page description of the facts involved in your dispute and explain why you are seeking arbitration.
- Mail (with this completed filing form and the 1-page description) a Deposit Check in the amount of **\$1,000.00** for each BAC (payable to "MWI") to the attention of **Diana Chiang**, MWI (address below). This filing fee/deposit perfects the filing and is used as a retainer against the total costs of arbitration.
- With any questions about filing for arbitration, please contact Diana Chiang at MWI – information below.

### Party Requesting Arbitration:

Company\*: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Street Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Cell: \_\_\_\_\_

Please indicate below whether you will be represented by legal counsel at the Arbitration.

Yes, I will be represented by Legal Counsel.  No, I will not be represented by Legal Counsel.

### Party Whose Decision or Action Prompted You to File for Arbitration:

Company: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Street Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

### Mediation Works, Inc.

Diana Chiang

MWI

10 Liberty Square – 4th Floor

Boston, MA 02109

Phone: 617-895-4029

Fax: 617-973-9532

E-mail: [dchiang@mwi.org](mailto:dchiang@mwi.org)

The undersigned understand and agree that the submission and execution of this form constitutes an agreement to submit to final binding arbitration in accordance with the GM Dispute Resolution Process. The undersigned understand and agree that the arbitration award may not be enforced in any court of competent jurisdiction, under the United States Arbitration Act. The undersigned further understand that submission of a dispute to arbitration constitutes a waiver of rights to seek legal redress in court or before administrative bodies, or to have a case decided by a jury. The undersigned further agree that any administrative or judicial proceedings filed by either party related to the dispute to be arbitrated will be dismissed with prejudice within 10 days of the executed agreement to arbitrate.

*The undersigned further agree not to call any representative of Mediation Works Incorporated (MWI) or member of the Arbitration Panel as a witness or as an expert in any pending or subsequent litigation or arbitration involving the parties or matters relating to this dispute. The undersigned further agree that all representatives of MWI and all Arbitration Panel members will be disqualified as witnesses or experts in any pending or subsequent litigation or arbitration to this dispute. The undersigned agree to defend all representatives of MWI and all Arbitration Panel members from any subpoenas from outside parties arising out of or related to this Appeal. The undersigned agree that no representative of MWI or member of an Arbitration Panel is a necessary party in any arbitration or judicial proceedings relating to this dispute. The undersigned agree that no representative of MWI or Arbitration Panel member will be liable to any party for any act or omission in connection with the arbitration of this dispute. The undersigned agree not to initiate any legal action against MWI or any member of an Arbitration Panel arising out of or in connection with the arbitration of this dispute.*

***The Arbitration will be conducted in accordance with procedures outlined in the General Motors Dispute Resolution Process.***

---

Dealer Company Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

General Motors LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Zurich - Account Service Center 7045 College Blvd. Overland Park, KS 66211 Fax: 888-734-6776 Ph: 877-225-5276	CONTACT NAME: Zurich - Account Service Center	
	PHONE (A/C No. EXT): 877-225-5276	FAX (A/C No): 888-734-6776
INSURED M021231362 NELSON AUTO CENTER INC 2228 COLLEGE WAY FERGUS FALLS, MN 56537	E-MAIL ADDRESS: service.center@zurichna.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	16535
	INSURER B: American Guarantee and Liability Ins. Co.	26247
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input type="checkbox"/>	<input type="checkbox"/>	ADM0777770-00	05/01/2025	05/01/2026	EACH OCCURENCE	\$1,000,000	
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
								MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$500,000
								PRODUCTS - COMP/OP AGG	\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ADM 0777770-00	05/01/2025	05/01/2026	COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000	
								BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <b>(Mandatory in NH)</b> <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	AUC 8082064-00	05/01/2025	05/01/2026	EACH OCCURRENCE	\$10,000,000	
								AGGREGATE	\$30,000,000
								PRODUCTS-COMP/OP AGG	\$30,000,000
A	Garagekeepers - Direct Coverage	<input type="checkbox"/>	<input type="checkbox"/>	ADM0777770-00	05/01/2025	05/01/2026	Total Limit	\$2,840,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Reason for Certificate:General Liability

30 Day notice of cancellation applies, except for cancellation due to non payment of premium.

See Additional Remarks Schedule Attached

CERTIFICATE HOLDER		CANCELLATION	
COOPERATIVE PURCHASING CONNECTION 1001 E MOUNT FAITH FERGUS FALLS, MN 56537  Attn: Fax:		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 	

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Zurich - Account Service Center	NAMED INSURED  NELSON AUTO CENTER INC 2228 COLLEGE WAY FERGUS FALLS, MN 56537
POLICY NUMBER <b>ADM077770-00</b>	
CARRIER <b>Zurich American Insurance Company</b>	NAIC CODE <b>16535</b>

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Products - Completed Operations Aggregate of \$3,000,000 applies to the Garage Liability.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Anita Borgerding	
North Risk Partners 622 Roosevelt Road Suite 240 St Cloud		PHONE (A/C, No, Ext): (320) 253-1122	FAX (A/C, No): (855) 927-6655
		E-MAIL ADDRESS: anita.borgerding@northriskpartners.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: First Dakota Indemnity Company	
		NAIC # 10351	
INSURED		INSURER B:	
Nelson Auto Center, Inc. PO Box 635 2228 College Way Fergus Falls		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		25-26 WC Only	REVISION NUMBER:								
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.													
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$					
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$					
							MED EXP (Any one person)	\$					
							PERSONAL & ADV INJURY	\$					
							GENERAL AGGREGATE	\$					
							PRODUCTS - COMP/OP AGG	\$					
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						OTHER:	\$					
							COMBINED SINGLE LIMIT (Ea accident)	\$					
							BODILY INJURY (Per person)	\$					
							BODILY INJURY (Per accident)	\$					
							PROPERTY DAMAGE (Per accident)	\$					
								\$					
	AUTOMOBILE LIABILITY						UMBRELLA LIAB	\$					
	ANY AUTO						OCCUR <input type="checkbox"/>	EXCESS LIAB	CLAIMS-MADE <input type="checkbox"/>			EACH OCCURRENCE	\$
	OWNED AUTOS ONLY						<input type="checkbox"/>	SCHEDULED AUTOS	<input type="checkbox"/>			AGGREGATE	\$
	Hired AUTOS ONLY						<input type="checkbox"/>	NON-OWNED AUTOS ONLY	<input type="checkbox"/>				\$
	DED <input type="checkbox"/>						RETENTION \$ <input type="checkbox"/>						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> Y / N	N / A	WC020-0045009-2025A	05/01/2025	05/01/2026	PER STATUTE	OTHE- R
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y					E.L. EACH ACCIDENT	\$ 500,000						
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000						
						E.L. DISEASE - POLICY LIMIT	\$ 500,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Cooperative Purchasing Connection 1001 E Mount Faith		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
Fergus Falls		MN 56537	
		AUTHORIZED REPRESENTATIVE	

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## Evaluation Report RFP #26.02 Vehicles

### Description of Solicitation

The Cooperative Purchasing Connection (CPC) issued a Request for Proposal (RFP) for Vehicles on October 6, 2025. The intent of the solicitation was to secure an experienced Suppliers(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of quality, current make/model manufactured vehicles, upfitting products and services, at consortium level discounted pricing..

The solicitation was due on November 5, 2025. Thereafter, CPC conducted and followed its opening procedures and confirmed if the responding Vendors were deemed responsive or non-responsive.

### Summary of Evaluation

The solicitation was evaluated by Amy Lohse, Procurement Specialist; Joni Puffett, Procurement Solutions Program Director; and Melissa Mattson, Director of Administrative Services.

One proposal was received by the submission deadline from Nelson Auto Center, Inc. The proposal was reviewed for compliance with the mandatory requirements set forth in the Request for Proposal (RFP). The proposal was found to be compliant and deemed responsive.

The evaluators convened virtually on November 12, 2025 to finalize their consensus evaluation and propose a recommendation. A summation of their evaluation is included below.

### Evaluation Scoring Results

Refer to the attached Master Score Sheet, listed as Exhibit A.

### Evaluation Discussion & Overview

The evaluation committee agreed on the following:

1. Franchised auto dealer offering a full line of Ford, Lincoln, GMC, Chevrolet, Chrysler, Dodge, Ram, and Jeep vehicles.
2. Experienced in government and fleet sales.
3. Typical order-to-delivery timeframe of 90–120 days.
4. Maintains a certified service and parts department with strong customer loyalty (95%).
5. Demonstrates a thorough understanding of public procurement processes and compliance requirements.
6. Shares CPC's core values and maintains consistent customer engagement from order through final delivery.
7. Capable of sourcing specialty equipment and performs detailed internal audit processes.

## Recommendation

After analysis of the Vendor proposal, the Evaluation Committee recommends that a contract be awarded to Nelson Auto Center, Inc.

The recommendation and award are subject to final review by CPC Administration and approval by the Board of Directors.

DocuSigned by:

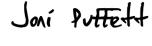
Amy Lohse

981BDA49D4464FE...

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Amy Lohse, Procurement Specialist

Signed by:

Joni Puffett

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Joni Puffett, Procurement Solutions Program Director

DocuSigned by:

Melissa Mattson

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Melissa Mattson, Director of Administrative Services

1 Attachment/Exhibit A  
Scoring Spreadsheet

## Exhibit A

### RFP #26.02 - Vehicles

#### RFP Evaluation; Master Score Sheet

Criteria	Points
Technical	300
<b>Total Technical Points</b>	<b>300</b>
<b>Pricing</b>	
Pricing Schedule	200
<b>Total Pricing Points</b>	<b>200</b>
<b>Total Score</b>	<b>500</b>

Nelson Auto Center		
Criteria	Points	Average Points Awarded
Technical Points	300	285
<b>Total Technical Points</b>	<b>300</b>	<b>285</b>
Proceed to Pricing Evaluation?	Yes/No	
<b>Pricing Proposal</b>		
Pricing Schedule	200	182
<b>Total Pricing Points</b>	<b>200</b>	<b>182</b>
<b>Total Score</b>	<b>500</b>	<b>468</b>



November 14, 2025

Nelson Auto Center, Inc.  
Attn: Melissa Larson  
2228 College Way, PO Box 338  
Fergus Falls, MN 56538

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**Award Decision, RFP #26.02 – Vehicles**

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Dear Melissa:

Thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #26.02 – Vehicles.

The evaluation committee, using the criteria outlined in the RFP documents, has completed its review of the proposals received.

CPC is pleased to announce that your proposal received the recommendation for award.

This decision is subject to the approval of the Cooperative Purchasing Connection and the North Dakota Educators Service Cooperatives Boards of Directors and the successful negotiation of a mutually acceptable contract.

I will be contacting you soon to finalize a contract. Thank you for submitting your proposal! We look forward to working with you.

Regards,

A handwritten signature in black ink that reads "Joni Puffett". The signature is fluid and cursive, with "Joni" on the top line and "Puffett" on the bottom line.

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Joni Puffett, CPPB | Procurement Solutions Program Director  
Cooperative Purchasing Connection



## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Supplier and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

### Part I: Supplier

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

Business Name	Nelson Auto Center, Inc	Date	11/5/2025
Address	2228 College Way/PO Box 338	City, State, Zip	Fergus Falls, MN 56538-0338
Contact Person	Melissa Larson	Title	Fleet Sales Manager
Authorized Signature	<i>Melissa Larson</i>		
Email	mlarson@nelsonfleet.com	Title	Fleet Sales Manager
		Phone	218-998-8865

### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Supplier, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Agency	Cooperative Purchasing Connection	Authorized Signature	DocuSigned by: <i>Melissa Mattson</i> 5B1ADA01B69E48F...		
Name	Melissa Mattson	Title	Director of Administrative Services		
Awarded this	14th	day of	November	Contract #	#26.02 - NAC
Contract/Agreement to Commence	January 1, 2026				