

**EV2671- Utility,
Transportation and
Golf Vehicles plus
Related Accessories,
Equipment, Parts and
Services**

Heather Haefer

06/12/2019

Contents

1. Introduction and Overview.....	3
2. Instructions and Conditions	4
3. Scope of Work.....	14
4. Authorized Representative Form	20
5. Standard City Contract	20
6. Business/Firm Profile and Legal Structure.....	21
7. Experience.....	22
8. Project Approach.....	24
9. Pricing/Cost Proposal	26
10. OMNIA Partners National Contracting Requirements	26
10.1. OMNIA Partners Exhibit A-Response for National Cooperative Contract	26
2.3 Sales Commitment.....	30
10.2. OMNIA Partners Exhibit B-Administration Agreement, EXAMPLE	34
10.3. OMNIA Partners Exhibit C-Master Intergovernmental Cooperative Purchasing Agreement, EXAMPLE	39
10.4. OMNIA Partners Exhibit D-OMNIA Partners Principal Procurement Agency Certificate, EXAMPLE	39
10.5. OMNIA Partners Exhibit E-OMNIA Partners Contract Sales Reporting, EXAMPLE.....	39
10.6. OMNIA Partners Exhibit F-Federal Funds Certifications.....	40
10.7. OMNIA Partners Exhibit G-New Jersey Business Compliance	41
10.8. OMNIA Partners Exhibit H-OMNIA Partners Advertising Compliance Requirement	42
11. Employee Eligibility Verification Affidavit	42
12. References	42
13. Sustainability.....	43
14. Cooperative Procurement with Other Jurisdictions Form.....	43
15. ADDENDUM 1.....	44
16. ADDEMDUM 2.....	44
17. ADDENDUM 3: Q & A.....	44
18. ADDENDUM 4, UPDATED STANDARD CITY CONTRACT	46
19. ADDENDUM 5: Q & A.....	46

1. Introduction and Overview

[MISSING
IMAGE: ,
]

1. MASTER AGREEMENT NATIONAL CONTRACT

The City of Kansas City, Missouri, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Kansas City, Missouri is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Attachment A contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Attachment A).

The City of Kansas City, Missouri anticipates spending approximately \$300,000 over the full potential Master Agreement term for Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately fifty (\$50) million. This projection is based on the current annual volumes among the City of Kansas City, Missouri, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

1. Have you read and do you acknowledge the above Introduction and Overview? Please state any questions or concerns you have regarding this information in the Comments section provided below.

True

2. Instructions and Conditions

PURPOSE

The City of Kansas City, Missouri ("City") invites you to submit a proposal for Utility, transportation and golf vehicles and related accessories, equipment, parts and services as listed in the Scope Requirements of this Request for Proposal.

2. DUE DATE FOR PROPOSALS

Proposers shall submit Proposals to the **City Contact Person** listed below utilizing the RFP365 online tool by 11:00 p.m. (CST) on July 24, 2019.

3. CITY CONTACT PERSONS

General, Technical and Proposal Submission Questions

Proposers shall submit their Proposal and any general questions or issues about any aspect of this RFP to the following City Contact person:

Cory Burress, Senior Procurement Officer 816-513-0808

Keely Golden, Procurement Manager 816-513-0812

Procurement Services Division

City Hall, 1st Floor

414 East 12th Street, Kansas City, Missouri 64106

All questions and communication on this RFP should be submitted through the RFP365 online tool.

4. DEFINITIONS

- This Request for Proposals ("RFP" or "solicitation") is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer. It is not a request for a competitive bid.

- "Proposal" means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless whether the submission is an oral or written submission.
- By submitting a proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with the City or a vested interest or a property right in a contract with the City regardless of the amount of time, effort and expense expended by Proposer in attempting to obtain a written executed contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.

5. ESTIMATED SCHEDULE

The listed dates in the "Estimated Schedule" are tentative. The City reserves the right to change or extend any and all dates including the due date for proposals for any reason at any time including after the due date for proposals.

6/12/2019	RFP issued
	Pre-Proposal Conference
	City of Kansas City, Missouri City Hall
6/25/2019	414 East 12th Street
10:00 CST	11th Floor Conference Room
	General Services Department
	Kansas City, MO 64106
7/10/2019	Deadline for questions to be submitted
7/24/2019	Deadline for Proposals to be submitted
August 2019	Notification of shortlisted firms
August 2019	Interviews
October 2019	Selection/Negotiations
N/A	City Council Approval
December 2019	Contract Start Date

6. RFP DOCUMENTS

This RFP consists of the following sections:

- This RFP
- Scope of Work
- Standard City Contract

7. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS

- Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Proposer's Proposal meets the intent of this RFP.
 - Before submitting a Proposal to the City, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from Proposer's obligation to comply, in every detail, with all provisions and requirements of the RFP.
 - By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, the Proposed Contract, Scope of Services and any other document and that written resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.
-

8. QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP

- Question Deadline
 - Proposers may submit written questions, request clarifications or provide notice to the appropriate City Contact person listed in number 3 (above) of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other solicitation document at any time until one (1) week prior to the due date for proposals.
 - The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFP, the City will issue an Addendum and the Addendum will be on the City's website. It is the responsibility of Proposers to check and City's website for addenda. <http://www.kcmo.gov>
 - Questions - Post Deadline
 - If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the appropriate City Contact person listed in number 3 (above). The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.
-

9. SUBMISSION OF PROPOSALS

All proposal documents must be submitted in the exact order as listed in the City RFP.

- The City uses RFP365 for the electronic distribution and submission of this RFP's responses.
- Respondents will prepare their answers and upload completed forms in this electronic platform.
- Respondents can prepare responses to RFP questions that include:

- Formatted text, using the formatting options in the text editor
 - Uploaded files, including completed forms and supporting documentation. Use the *paperclip* icon in the text editor to upload a file.
 - Embedded images. Thumbnails of images can be uploaded into the text, resized, and placed using the controls through *picture frame* icon in the text editor.
 - Links to external website which are publicly available.
 - Respondents using the RFP365 platform can add internal team members to help in the preparation of their responses. By clicking on the Users page through the drop-down under your name in the upper right-hand corner, you can invite team members to collaborate on responses.
 - Users of this platform must have an internet connection and can use browsers including: Google Chrome, Apple Safari, and Microsoft Internet Explorer 9 or newer. Users on old versions of browsers which are not supported by this application will be warned at the login screen that they are using an unsupported browser. Google Chrome and Mozilla Firefox are free browsers and can be installed on the user's computer at no charge.
 - Users of RFP365 can send and receive messages to the RFP owner by using the messaging feature in the top-right corner of this RFP screen. Messages will be responded to accordingly and an email of any message will be copied to the respondent point of contact.
 - Each response can be assigned to users of the respondent's team. They can set internal due dates and manage the progress inside of the RFP365 platform.
 - Only complete and approved responses can be submitted.
 - Submission after the due date at 11:00 p.m. (Central time) is not allowed.
 - Technical support for this application is available at support@rfp365.com.
-

10. CONTENT OF PROPOSAL

In the subsequent sections of this proposal, respondents will be required to prepare answers to various questions. These sections include, but are not limited to, the following:

- Business/Firm Profile and Legal Structure
 - Experience
 - Personnel
 - Sustainability
 - Pricing/Cost Proposal
 - References
 - Technical and Functional Requirements
 - OMNIA Partners Administration Agreement
 - OMNIA Partners Supplier Worksheet for National Program Consideration
 - OMNIA Partners Supplier Information
 - Other Required Documents
-

11. EVALUATION CRITERIA

- Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. Evaluation scores or ranks do not create any right in or expectation to a contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a contract with the City and the City may choose to contract with any other Proposer regardless of the score or rank of the other Proposer.
 - The City may change criteria and criteria weights at any time including after the due date for proposals.
-

12. INTERVIEWS

The City, in its sole discretion, may interview none, one, some or all of the Proposers who submit proposals.

13. DISCUSSIONS AND NEGOTIATIONS

The City, in its sole discretion, may do any or all of the following:

- evaluate Proposals and award a contract with or without discussions or negotiations with any or all of the Proposers;
 - discuss and negotiate anything and everything with any Proposer or Proposers at any time;
 - request additional information from any or all Proposers;
 - request a Proposer or Proposers to submit a new Proposal;
 - request one or more best and final offers from any or all Proposers;
 - accept any Proposal in whole or in part;
 - require a Proposer to make modifications to their initial Proposals;
 - make a partial award to any or all Proposers;
 - make a multiple award to any or all of Proposers;
 - terminate this RFP, and reissue an amended RFP.
-

14. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 90 DAYS

- By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for ninety (90) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.
 - After ninety (90) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.
-

15. SELECTION

The City will select the proposal that in the City's sole judgment the City determines to be the best Proposal. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City.

The written executed contract must also comply with the City Charter and City Ordinances.

This means that a proposer does not have a contract with the City until a written contract is *executed*. A contract is *executed* when all of the following have occurred: (1) the City Council authorizes the execution of a contract with the Proposer (if City Council approval is requested by City staff or is required by City Ordinance); (2) persons with actual authority to bind both the City and the Proposer execute the contract; (3) the contract is approved by the Law Department; (4) the City issues a purchase order to the Contractor with the Director of Finance's certification of availability of funds for the contract; and (5) any other required step.

A Proposer does not have a contract with the City until all the steps are completed.

If the City does not complete all required steps, there is no contract between the City and the Proposer and the City has absolutely no contractual or financial obligation to any Proposer regardless of the amount of time, effort and money spent by the Proposer responding to the RFP and attempting to negotiate and obtain a contract with the City.

16. REJECTION OF PROPOSALS

The City reserves the unconditional right to reject any or all proposals received in response to this RFP at any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

17. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS

- The City, at any time, may waive any requirements imposed in this RFP or by any City regulation.
- The City may waive any requirement imposed by the City's Code of Ordinances when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Proposers for this RFP and it is in the best interest of the City to grant the waiver.

18. LATE PROPOSALS

The City, in its sole discretion, may consider proposals received by the City after the proposal due date if it is in the best interest of the taxpayers of the City to receive the late proposal(s).

19. CHANGES IN THE RFP

- After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP at any time including after the Proposal due date. If the change is prior to the proposal due date, the City reserves the right, when considered necessary or appropriate, to modify this RFP.
 - If the City shall amend the RFP after the proposal due date, the City may, in its sole discretion, solicit new proposals in an amended RFP from anyone or everyone regardless whether a person submitted a proposal in response to the original RFP.
-

20. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK

- After the City executes a contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
 - The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
 - The City, in its sole discretion, may extend the term of the contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new contract in place with either Proposer or another provider or until the City terminates the Contract.
-

21. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to win this City contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer.

The City shall have no liability or responsibility for any of Proposer's costs or expenses.

22. OWNERSHIP OF PROPOSALS

By submitting its Proposal, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of the City.

23. DISCLOSURE OF PROPRIETARY INFORMATION

- A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by marking each response of each such document prominently with the words "Proprietary Information";
- After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law.

- If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.
 - Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.
-

24. CLOSED RECORDS

All Proposals including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all proposals submitted in response to the amended RFP are rejected.

Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and resolicit Proposals.

25. AFFIRMATIVE ACTION

It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.

The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than \$300,000.00 must:

- Execute and submit an affidavit, in a form prescribed by the City, warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.
- Submit, in print or electronic format, a copy of the Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

- Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed

If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website: www.kcmo.gov

26. TAX CLEARANCE FOR CITY and LOCAL GOVERNMENTS

The local governments of the City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to City making City's first payment under the contract or any contract renewal.

The selected Contractor may obtain the City tax clearance letter from the City's Commissioner of Revenue at (816) 513-1135 or (816) 513-1089 and authorize the City to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission.

<http://www.kcmo.gov>

27. INDEMNIFICATION

The City's standard contract requires that the Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. **Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Proposal.**

28. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES

- Buy American Preference. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When proposals offer quality, price, conformity with specifications, term of delivery and other

conditions imposed in the specifications that are equal, the City shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.

- **Buy Missouri Preference.** It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Proposer's responsibility to claim these preferences.

29. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's Certificate of Good Standing from the Missouri Secretary of State's website.

<http://www.sos.mo.gov>

30. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's valid business license.

Proposers may obtain this business license from the City's Revenue Division/Business License section at (816) 513-1135 or visit the City's website. <http://www.kcmo.gov>

31. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Proposal to be rejected.

32. EMPLOYEE ELIGIBILITY VERIFICATION

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e->

verify.uscis.gov/enroll/StartPage.aspx?JS=YES.

For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

The affidavit is found under Employee Eligibility Verification Affidavit.

33. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

Proposer must acknowledge acceptance or decline by returning the form found under the Cooperative Procurement with Other Jurisdictions Form Section.

34. RENEWAL OPTION

- The period of performance under the contract is for an initial term of five **(5) years, with three (3) two-year renewal options.**
 - The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.
-

1. Have you read and do you acknowledge the above Instructions and Conditions? Please state any questions or concerns you have regarding this information in the Comments section provided below.

True

We understand that the indemnification language requires the contractor to indemnify against its own actions and not those caused by the City should they occur.

3. Scope of Work

1. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Proposers are to propose the broadest possible selection of UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs. Therefore, the Proposers should have demonstrated experience in providing the Products and Services as defined in the RFP, including but not limited to:

- a. Utility Vehicles** - A complete and comprehensive selection of gas, diesel and/or electric utility vehicles that range from light-duty to heavy-duty offered by Proposer.
- b. Transportation Vehicles** - A complete and comprehensive selection of gas, diesel and/or electric transportation vehicles to accommodate varying quantities of passengers, including but not limited to,

vehicles that can transport from 2 to 8 passengers and any additional larger group options offered by Proposer.

c. Golf Vehicles - A complete and comprehensive selection of gas, diesel and/or electric golf vehicles, including but not limited to, golf carts, turf utility vehicles, mobile merchandising vehicles and any other golf vehicles available from Proposer.

d. Low-Speed Vehicles (LSV) - A complete and comprehensive selection of gas, diesel and/or electric low-speed vehicles which meet street legal requirements offered by Proposer.

e. Accessories and Equipment - A complete offering of accessories and equipment, including but not limited to, trailer hitch and trailer hitch balls, front and rear guards, canopies, cab enclosures, reflectors, mirror kits, strobe lights, decals, modular bed accessories and any other accessories and equipment offered by Proposer.

f. Parts - A complete offering of Original Equipment Manufacturer (OEM) repair and maintenance parts offered by Proposer.

g. Related Products and Services - Any related products as well as services such as training (on-site and remote), warranty service, technical services, repair services and any other services offered by Proposer.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, OF THE LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.

2. REGULATORY REQUIREMENTS AND STANDARDS

All products must be manufactured in compliance with all standards including warning labels and safety devices, guard and equipment required to meet the safety standards recognized by industry safety, councils or organizations to establish safety standards such as Outdoor Power Equipment Institute (OEPI), Society of Automotive Engineers (SAE International), American Society of Agricultural and Biological Engineers (ASABE), American National Standards Institute (ANSI), Occupational Safety and Health Administration (OSHA), Underwriters Laboratories, Inc. (UL), Environmental Protection Agency (EPA), etc. If a product proposed requires a Material Safety Data Sheet (MSDS) it must accompany each shipment.

3. SHIPPING

Proposers must include a defined shipping program with its response. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price cannot be used.

a. Unless specifically stated otherwise in the "Shipping Program" included in Proposer's response, all prices quoted must be F.O.B. destination with freight prepaid by the Proposer.

b. Additional costs for expedited deliveries may be added.

4. DELIVERY

Equipment will be delivered to various locations for each Participating Public Agency. All deliveries shall be made Monday through Friday from 8:00 am to 4:00 pm local time unless otherwise requested.

Proposer is required to provide a minimum of 24 hours' notice prior to delivery with the anticipated time of delivery and quantity to be delivered.

Upon delivery, Proposer will provide the following documentation to each Participating Public Agency:

- a. Manufacturer Statement of Origin (MSO);
- b. All applicable warranty documents;
- c. All applicable manuals per paragraph 5; and
- d. Delivery ticket with appropriate corresponding purchase order number.

5. VEHICLE INSPECTION

Proposer shall work with the Participating Public Agency to arrange for inspection. Each vehicle delivered shall be subject to a complete inspection by the Participating Public Agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Proposer prior to acceptance for any reason, all corrections shall be made without any inconvenience to the Participating Public Agency.

6. MANUALS

Proposer shall furnish the following manuals during delivery of vehicles and shall provide one (1) hard copy of each as well as one (1) electronic copy on thumb drive or CD.

- a. Operator's manual
- b. Parts manual
- c. Service and repair manual
- d. Overhaul manual
- e. Cross reference guide from manufacturer's parts numbers to supplier's parts numbers

7. TRAINING

Proposer shall provide training to operators and technicians of the Participating Public Agency at no additional cost. At a minimum, such training shall include operator training on all machine functions as well as operator preventive maintenance.

8. WARRANTY

Proposer shall provide all applicable warranties as a part of this RFP response and describe its ability in business days to provide any required warranty service to a Participating Public Agency. Proposer shall also note any extended warranties available and including pricing in Price section of Proposer's response.

9. EQUIPMENT RECALLS

In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to appropriate personnel at each participating Public Agency in a timely manner. Proposer shall describe its process for notification of equipment recalls and timing of such notification.

10. PARTS AND SERVICE

The Proposer shall maintain factory authorized parts and appropriate service facility or facilities for routine service and warranty service. Proposer shall detail its ability in business days to provide parts and describe its process for timely delivery of any out of stock parts.

11. SUBSTITUTION OF SPECIFIED ITEMS

Whenever the Contract Documents refer to any specific article, device, equipment, product, material, fixture, specified patent or proprietary name, patented process, forms, method or type of construction, by name, make, trade name, or catalog number ("specified item"), such reference shall be deemed to be followed by the words, "or approved equal", unless it is indicated that no substitutions will be considered. Any Proposer who has submitted a Proposal prior to the deadline may submit data to the City to substantiate a request to provide an "or approved equal" item when completing Sample Specification Pricing in Attachment No. 1 provided in the Contract Documents.

12. SPECIFICATIONS

Proposer shall provide detailed specifications of each product offered including, at a minimum, the following information:

a. Power Train

- Motor
- Horsepower
- Electrical System
- Batteries/Charger
- Fuel System
- Governor
- Ignition
- Controller
- Motor Braking Mode
- Directional Control
- Drive Unity

b. Body

- Seating
- Body
- Lighting
- Accessories

c. Chassis

- Frame
- Steering
- Brakes
- Suspension
- Bumpers
- Tires

d. Performance

- Speed
- Turning Radius Curb to Curb
- Turning Radius Intersecting Aisle

e. Dimensions

- Length
- Width
- Height
- Ground Clearance
- Wheel Base
- Cargo Size (if applicable)
- Bed Load Height (if applicable)

f. Capacity

- People
- Weight
- Fuel Capacity
- Towing Capacity

g. Optional Accessories and Equipment

13. ADDITIONAL SUBMITTALS/QUESTIONS

A. Provide the life expectancy in months based on an average daily use of six (6) hours per day.

B. Batteries:

a. Provide the manufacturer and model number of the batteries and include the volts, amp hours, quantity of batteries and 20 amp hours rating.

b. How many hours to full charge assuming a battery level at 0%, 10%, 20% and 50%?

c. Does your company use Lead-Acided type batteries or Lithium-Ion batteries or both? Describe the benefits of the batteries used and any maintenance requirements, charging requirements and life-cycle requirements.

C. Describe your company's braking system related to performance against specifications of the components? Describe the quality of the brake pads. Describe if there are optional premium brake pads. If so, please provide cost in Price section of Proposer's response.

D. Describe the construction materials for the body and sun canopy and how these materials resist impacts, adverse weather, fading, chipping. Etc.

E. Describe any additional construction materials or components which improve the quality of Proposer's product.

F. Describe the range in miles and/or hours for each proposed vehicle assuming the following example hours of use per day: 4 hours, 6 hours, 8 hours and 10 hours.

G. Provide the written recommendations for Preventive Maintenance schedules, including each maintenance part and the labor hours required to complete. All costs for such preventative maintenance shall be included in the Price section of Proposer's response.

H. Describe locations and availability of replacement parts and provide the maximum time required to provide and install replacement parts. Additionally, provide the estimated dollar value of Proposer's parts inventory.

14. Response to a national program, see 9.1 OMNIA Partners Exhibit A-Response for National Cooperative Contract

1. Have you read and do you agree to the Scope of Services? If you have any narrative, please place it in the Comments section provided below.

True

Many of the questions involve our dealer partners. The answers provided reflect over 30 years of industry experience and also take into account a great deal of dealership communication.

2. If there are any concerns/issues with this section, please place a detail of those items in the Comments section provided below for this question.

Concerns.

Section 4. MSO's are produced for LSV units only. As MSO's are considered title, dealers have concerns that they are transferring title before payment has been made. The purchase order issues by an agency is a contract requiring payment but this does represent a risk to the seller and depending on their individual policy, may need to be discussed. Language that clarifies title is not transferred until full payment has been made would be helpful for all 50 states.

Section 6. The most technical manuals require training before being supplied to insure the user understands the vehicle. If an untrained person uses a manual to make adjustments or improper repairs, it could create a risk. Factory training programs are available for large fleet users as approved by CVG. Please refer to the attached maintenance schedules that indicate work to be done by owner versus tech.

OMNIA doc. The 3% admin fee is an item that needs to be negotiated and revised to 2%. All pricing in this response is based on the 2% number.

3. Attach your responses here.

[cover letter.pdf](#)[CVG Planned Maint Schedules.pdf](#)[Sale Sheets-MVP.pdf](#)[CPC Guide Warranty Statement Industrial Commerical 749960 04.pdf](#)[Journeyman Warranty Statement.pdf](#)[Sale Sheets-Expediter.pdf](#)[Sale Sheets-Journeyman 2.pdf](#)[Sale Sheets-MVP.pdf](#)[Sale Sheets-Payloader.pdf](#)[Sale Sheets-Stockchaser.pdf](#)[Sale Sheets-Utilitruck.pdf](#)[Special Duty Packages.pdf](#)[Working Solutions 2019.pdf](#)[EV2671 Scope of Work.pdf](#)[Sale Sheets-Chariot.pdf](#)[Freight Program.pdf](#)[CPC Guide Warranty Statement 5 Series 712287 01.pdf](#)

4. Authorized Representative Form

By submission of the RFP response, the Proposer certifies that:

1. It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
2. It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
3. The prices contained in this Proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
4. It has the full authority of the Offeror to execute the Proposal and to execute any resulting contract awarded as the result of, or on the basis of, the Proposal;
5. Proposer will not withdraw the Proposal for ninety (90) days.

1. I hereby certify that I have both the legal authority from my business/firm and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

True

Columbia Vehicle Group currently has a contract with Kansas City (US Communities)

2. Authorized Representative name and title

Scott Breckley, President

3. Authorized Representative phone number and email address

sbreckley@columbiausa.com

800.222.4653

4. Firm's name and physical address

Columbia Vehicle Group, Inc. 1115 Commercial Ave. Reedsburg, WI 53959 USA

5. Email address for Purchase Order

sc@columbiausa.com is the email address should Columbia Vehicle Group make a direct sale. Most purchase orders are written to dealers and the purchasing entity will have that dealer set up in their business system along with the local contact information and email address.

5. Standard City Contract

Please review the attached file for the City's [STANDARD CITY CONTRACT FOR PRODUCTS & SERVICES.docx](#)

1. Will you be able to comply with the Standard City Contract?

True

Yes, the standard city contract is acceptable with the below listed exceptions/discussion items.

2. Please state any questions or concerns you have regarding the Standard City Contract.

Section 10. Please consider a 30 day cure period to remedy issues. Contractor works with dealers around the USA which may take some additional time.

Section 32 freight. CVG uses a freight zone chart my model and state which is included in the response.

For freight charges, 32 b.applies using the numbers from that chart. Additionally, we wish to discuss a local delivery charge for our dealers should we get into negotiation.

6. Business/Firm Profile and Legal Structure

Please prepare responses for each of the following in the space provided:

1. Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.

Columbia Vehicle Group Inc.

1115 Commercial Ave.

Reedsburg, WI. 53959

Phone: 800-222-4653

Fax: 608-524-8380

info@columbiausa.com

Federal ID#: 56-1194539

website: <https://www.columbiavehicles.com/>

2. Brief history of business/firm including date the business/firm was established under the current name.

Brief History: Columbia Vehicle Group (CVG) is a member of the Nordic Group of Companies, LTD, Nordic Group (HQ in Baraboo, WI.) is a privately held holding company consisting of subsidiaries with 22 facilities, and 24 marketing units around the world with over 2400 associates. Nordic Group member companies manufacture and distribute plastic, seating and transportation products worldwide for industrial, commercial and consumer products.

Mark Seats, Inc. was established in October 1976, and subsequently changed its name to Columbia ParCar, Crop. In August 1984. Columbia ParCar's name subsequently changed to Columbia Vehcile Group in July 2017.

3. List all services provided by the business/firm.

CVG and the Nordic Group of Companies manufacturers and distributes zero emission electric vehicles, parts, service, warranty, Custom Engineered Solutions, technical support, R & D, sales, training and Telematics to commercial and industrial markets around the United States through a dealer network and direct channels. Our markets are varied, industrial, commercial, street legal, government, municipal and many others. Our vehicles carry from 1 to 14 people with the capacity to carry more using trailers. Additionally, we build custom and specialty vehicles like wheelchair units and ambulance transport type vehicles. Our vehicles range in speed from 0 to 25 MPH (LSV models).

4. Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.

50

5. Type of ownership, or legal structure of business/firm.

Corporation

6. Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.

False

7. Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?

False

8. Provide a brief history of the business/firm's contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this contract.

We have had none.

9. Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.

False

10. Proof of financial capacity to perform this contract such as Dun and Bradstreet, audited financial statements.

See Attachment: D&B.pdf

Proof of financial capacity to perform this contract is demonstrated by past practice with the US Communities contract.

11. What distributors are you selecting? How long have you worked with them?

See Attachment: Dealers for Contract.xlsx

Nation wide we have been and continue to develop our dealer network. Our goals are to find committed partners with the resources necessary to represent the Columbia brand in all aspects of our market. Some distributors have been on board for 20 years or more and others are less than one year old. We constantly evaluate the dealer body and provide training and assistance to work toward their success. One of the key markets we serve is the customer base that uses cooperative purchasing. Our dealers are informed and trained on the use of the contract and new dealers are chosen in underserved markets or because of the growth potential they possess.

7. Experience

For questions 1-5 below, describe the five (5) most relevant or comparable contracts completed by your business/firm during the past five (5) years.

Please include for all scopes of work for this RFP, to include electrical, lighting, data communications, and security products and related products, services and solutions.

For each listed contract, provide a narrative that includes:

1. the assigned project personnel
2. scope of services provided
3. dollar amount of the contract
4. contractual performance standards versus your actual performance

5. the contracting entity's contact person, e-mail address, cell phone number, and telephone number
6. summary of how your business/firm delivered services
7. pricing and contractual compensation terms

1. Relevant contract description #1

All experience listed in these examples is with the US Communities Cooperative Purchasing Agreement (USC). All terms were in accordance with the USC contract. Project 1 - assigned to Brian Wagoner & John Groff supported by many at corporate. Customer - Santa Monica Community College. Services performed were a full investigation of current transportation system and future needs and installation of a new fleet of electric vehicles. Meetings held with all departments to insure a complete scope of work. Full vehicle design for each department (28 configurations for 66 vehicles). Meetings with SMC's executive staff to investigate costs, financing options, time frames, service options, training, value added services (GPS), dealer coordination, site investigations, equipment demonstration at an existing large users location. Dollar amount of the transaction was approx 1.4 million dollars and compensation was in accordance with the USC contract terms via admin fee. High levels of cooperation with SMC, their staff, Dealer staff at many levels, multiple accuracy checks, equipment pre delivery inspection by SMC, coordinated delivery and installation. Post delivery training was provided in addition to fleet management assistance and training by CVG partners. Primary contact is:

Cynthia M. Moore

Director, Procurement, Contracts and Logistics

Santa Monica Community College

1900 Pico Blvd., Santa Monica, CA 90405

Direct: (310) 434-4305 Fax: (310) 434-3654

General Purchasing Line: (310) 434-4304

Mobile: (310) 857-8851

moore_cynthia@smc.edu

www.smc.edu/purchasing

2. Relevant contract description #2

UCLA. USC contract purchase of several vehicles. Assigned to John Groff with support by many additional CVG personnel. Cooperation with dealer was key to long term assurance of the customer. Scope of work included multiple site visits to fully understand the key needs of UCLA. High level discussion about long term plans for their transportation system on campus and how their customers want service to be delivered. During the investigation, it was determined that a key feature on Columbia vehicles was in the best interest of UCLA for safety reasons and that all but a few vehicles needed to be LSV models. Numerous demonstrations were made so UCLA users could evaluate the capabilities of Columbia vehicles after which orders for several units were placed in excess of \$139,000. Delivery and installation of the vehicles have been made and additional fleet planning and additions are underway.

Contact is:

Thomas Poveromo

Strategy and Business Analytics - UCLA Fleet and Transit

(310-825-8374)*tpoveromo@ts.ucla.edu

3. Relevant contract description #3

US Communities experience 3. Through our marketing efforts, Texas State replied requesting more information. Over a 12 month period, working with our dealer, many conversations about the needs at Texas State were had and a number of vehicles were brought to the campus for them to evaluate. In the period from the first vehicle to now, Texas State has purchased in excess of \$187,000.00 in Columbia electric vehicles over a number of orders citing their continued long term satisfaction with the cooperative process and CVG's vehicles, dealer network and support. This project was and is assigned to Scott Kallner who is the Regional Rep for Texas and other states. Pricing for this all all experience examples was from the US Communities contract. Contact is:

Texas State University

Jon Gaddis

jg81@txstate.edu

512-245-1396

4. Relevant contract description #4

[IMG_0572.JPG](#)[IMG_0573.JPG](#)The Las Vegas Convention Center used hundreds of vehicles over the years and with growth in the tourism industry, needed to update their fleet. Assigned to John Groff (Territory Rep) and in concert with our dealer, CVG provided over \$300,000 in vehicles recently and over several orders that were uniquely equipped for LCVV. The amount of space traveled and the various configurations needed in order for the LVCC to get maximum use from vehicles was something that CVG was uniquely able to design/build. During conventions, space is at a premium and the LVCC had CVG shorten vehicles to the right size for their needs. Additionally, several departments required their own specifications that CVG was able to fulfill. Contact info: Las Vegas Convention Center 3150 Paradise Rd LV, NV 89109 702-892-0711 Glenn Adams GAdams2@lvcva.com

5. Relevant contract description #5

Experience 5 is with Temple University. Responding to a request from our targeted website, our team began dialogue with the user and began the needs discussion as well as the use of a cooperative purchasing agreement. Started by Brian Wagoner, the project was assigned to Les German who is the Regional Rep for the East. Our team approach allowed for seamless information gathering, exchange of ideas and pictures, references, US Communities proposals and refinement which led to an order for seven units to our dealer in NJ valued at over \$140,000. All examples had a great deal of hands on, in the field evaluation by our dealers and/or CVG personnel to provide timely and complete service to the accounts. contact is:

Temple University- Jon Brighton-jon.brighton@temple.edu

215-204-0379

8. Project Approach

1. Discuss your approach to a project with specific references to the services requested in the RFP.

Our approach to market is very different. Instead of leaving the process to an end user to determine their needs and buy a vehicle, we have a team that is aware of the conversation with a potential buyer from the beginning. The entire mission of that team is to determine the use, needs and best possible solution for their location. Our consultive approach involves a contract specialist, regional sales manager, national sales manager, sales support, engineering when needed, and dealership personnel. Once we establish the

basic needs, we work to find the best possible solution. As the money issue is settled by the contract, we can focus on the long term satisfaction of the end user.

2. Highlight unique services and management tools and indicate the benefits of them to the City. What makes your business/firm better than the competition?

The management team at Columbia recognized the value of the contract early on and has been dedicated to growing its use around the USA. Columbia Vehicle Group has hired personnel dedicated to this contract (US Communities) as their primary responsibility as opposed to "adding it on" to other responsibilities for current staff. That plus taking a team approach on projects of all sizes has separated Columbia Vehicle Group from the pack. The willingness to invest more in building superior quality vehicles is a hallmark and we do not feel that any factory anywhere builds vehicles to our robustness and quality. The difference between industrial electric vehicles and "golf carts" is significant and Columbia Vehicle Group has elected to build product that meets our customers long term needs. Additionally, our ability to meet customized and special requirements of a buyer is unparalleled. On a recent example, Columbia manufactured 66 vehicles for a college campus. In order to meet each departments needs, there were 28 different configurations of which over 80% had special items on them. In our experience, the competition would not spend the time, energy and money necessary to vet the process this fully. Columbia Vehicle Group is a privately held company located in Reedsburg, Wisconsin with decades of experience.

3. Describe your Quality Assurance Plan.

Quality assurance happens at several intervals. At the manufacturing plant, there is on site QC during the entire build cycle at the various stations where operators can stop the process if needed. Additionally, prior to shipping vehicles, there is a final QC sign off. Upon arrival at a dealership, dealers perform a pre delivery inspection and warranty registration and document their findings which serve as another check. Deficiency notices are fed back through the plant to evaluate the cause and find a remedy for future reduction in defects/quality concerns.

4. State approximate date your business/firm is available to begin work on the Project.

We will transition to the awarded agreement on the date of award. We are currently a US Communities contractor with Kansas City and are performing all of the contract functions currently so there will be no ramp up time needed.

5. Discuss your transition plan to begin providing services

This will be a continuation of our engagement with the US Communities contract (now OMNIA). Rebranding logo's, dealer training, regional and national event reviews will all continue in addition to engagement with the significant partners at OMNIA to promote the use and savings of the contract.

6. Propose additional performance measures including why the performance measure is important and how the City will measure and verify performance.

Collectively, we watch a couple of things. 1. Growth of the contract with our brand in dollars and units. 2. The number of unique users of our brand using the contract. These are fundamental measures that demonstrate the effectiveness of any supplier after taking overall market conditions into account. As to the measurement and performance verification, reports are already being sent to US Communities (OMNIA) that provide that information.

9. Pricing/Cost Proposal

[RFP EV2671 Sample Pricing.xlsx](#)

Each proposer must submit sample pricing in attached form. This pricing is for evaluation purposes only and should be based on the proposer's discounts off catalog price list provided in attached documents. Proposer should not take into consideration any pricing incentives or rebates it is offering when providing the pricing. For any products where prices fluctuate frequently, proposers should provide the price as it existed on August 2019. Each proposer should provide a fixed percentage (%) discount off PROPOSER'S CATALOG PRICE LIST, or other objectively verifiable criteria, by product category shown. For any products where prices fluctuate frequently, proposers should provide pricing based on a verifiable index. Cost shall be substantiated by an actual invoice indicating the amount paid for services or solutions. Proposer may propose alternative methodologies for pricing services if it feels it is in the best interest of Participating Public Agencies. Each proposer should detail any additional pricing incentives that may be available to Participating Public Agencies, such as for large volume purchases, prompt payment discounts, or rebates. Prices/discounts shall be F.O.B. destination. It is the Proposer's responsibility to provide the City and Participating Public Agencies with up-to-date price lists for the duration of the contract. Copies of the relevant catalog price lists, or other objectively verifiable criteria, must be included in the Cost Proposal. Proposer should indicate the frequency with which price lists update. The frequency should not exceed once per year. Renewal Pricing: The City realizes that the initial term pricing may differ depending on the mechanism used by the Proposer for renewal pricing. The City is interested in obtaining the best price in the initial term of the contract as well as the best price for any renewal years. In proposing renewal pricing, you may propose no increase, a decrease, a constant percentage increase, the consumer price index or an appropriate producer price index. You may offer several alternatives. Although the City will not be required or obligated to exercise all renewal options, assume the City will exercise all renewal options for offering renewal pricing.

1. Please upload pricing onto sample template.

[RFP EV2671 Sample Pricing \(8\).xlsx](#)[Pricing Notes.pdf](#)[EV2024-01 MOD2 Columbia Utility VehicleColumbia Vehicle Freight Program 1-1-2020.pdf](#)[Pricing Notes 2.pdf](#)[MSRP sheets for all units.pdf](#)[Sale Sheets-Chariot.pdf](#)[Sale Sheets-Expediter.pdf](#)[Sale Sheets-Journeyman 2.pdf](#)[Sale Sheets-MVP.pdf](#)[Sale Sheets-Payloader.pdf](#)[Sale Sheets-Stockchaser.pdf](#)[Sale Sheets-Utilitruck.pdf](#)[Special Duty Packages.pdf](#)[Working Solutions 2019.pdf](#)

10. OMNIA Partners National Contracting Requirements

10.1. OMNIA Partners Exhibit A-Response for National Cooperative Contract

1. Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Kansas City, MO (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware

corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies

through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 Representations and Covenants

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- Brief history and description of Supplier.
- Total number and location of sales persons employed by Supplier.

- Number and location of support centers (if applicable) and location of corporate office.
- Annual sales for the three previous fiscal years.
- Submit FEIN and Dunn & Bradstreet report.
- Describe any green or environmental initiatives or policies.
- Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.
- Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- Describe how supplier differentiates itself from its competitors.
- Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- Felony Conviction Notice: Indicate if the supplier
 - is a publicly held corporation and this reporting requirement is not applicable;
 - is not owned or operated by anyone who has been convicted of a felony; or
 - is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

1. Describe the full line of products and services offered by supplier.
2. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
3. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
4. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

1. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
1. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - Creation and distribution of a co-branded press release to trade publications

- Announcement, contract details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
 1. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
 2. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
 3. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
 4. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 5. Best government pricing
 6. No cost to participate
 7. Non-exclusive contract

- Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

1. Have you read and do you agree to the OMNIA Partners Exhibit A?

True

Section 1.2 3% admin fee is a 50% increase over the last agreement and over other cooperative agreements. Increasing the fee as volumes rise is a double hit. We support a 2% maximum admin fee. Section M wants the better of estimates or actual sales which is unacceptable. While staying true to this question, it shall be interpreted as we have read it and have issues that are detailed on the attachment for this section. CVG is willing to discuss our sales estimates considering all factors (name change, dealer additions, economic climate changes, etc.)

2. Please upload responses to this section in the provided space below.

Scope of Work Section 3 OMNIA Exhibit A Response.pdf [Dealers for Contract.xlsx](#) [Scope of Work Section 3 OMNIA Exhibit A Response.pdf](#)

10.2. OMNIA Partners Exhibit B-Administration Agreement, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 - 8 and 12 - 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners shall have the right to terminate this Agreement, at OMNIA Partners' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of ___ percent (___%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the

provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

- OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

- Supplier:

[_____]
[_____]
[_____]
[_____]

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
d/b/a OMNIA Partners, Public Sector

Signature

Signature
Sarah E. Vavra

Name

Name
Sr. Vice President, Public Sector Contracting

Title

Title

Date

Date

1. Have you read and do you agree to the OMNIA Partners Exhibit B?

True

Section 3 . Indemnification language is at issue. We support cross indemnification. Section 12 - Administration fee in the rfq is an increase of 50% in a rising revenue cycle. We support a 2% fee. Section 19. Please add email to communications methods as an accepted and verifiable mode of communication.

2. Please upload responses to this section in the provided space below.

Please allow for negotiation of the admin fee.

10.3. OMNIA Partners Exhibit C-Master Intergovernmental Cooperative Purchasing Agreement, EXAMPLE

[OMNIA PARTNERS EXHIBIT C.docx](#)

1. Have you read and do you agree to the OMNIA Partners Exhibit C?

True

2. Please upload responses to this section in the provided space below.

No comment

10.4. OMNIA Partners Exhibit D-OMNIA Partners Principal Procurement Agency Certificate, EXAMPLE

[OMNIA PARTNERS EXHIBIT D.docx](#)

1. Have you read and do you agree to the OMNIA Partners Exhibit D?

True

2. Please upload responses to this section in the provided space below.

[Principal Procurement Agency Certificate.pdf](#)

10.5. OMNIA Partners Exhibit E-OMNIA Partners Contract Sales Reporting, EXAMPLE

[EXHIBIT E - OMNIA PARTNERS CONTRACT SALES REPORTING TEMPLATE.pdf](#)

1. Have you read and do you agree to the OMNIA Partners Exhibit E?

True

The form format is accepted. There is reference to a number supplier by National IPA. Will that still be the case?

2. Please upload responses to this section in the provided space below.

All pricing by CVG is based on one admin fee at 2% per transaction.

10.6. OMNIA Partners Exhibit F-Federal Funds Certifications

[OMNIA PARTNERS EXHIBIT F.docx](#)

1. CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 1) Does offeror agree?

True

2. CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Does offeror agree?

True

3. PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322 Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 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.. Does offeror agree?

True

4. CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336 Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror’s personnel for the purpose of interview and discussion relating to such documents. Does offeror agree?

True

5. CERTIFICATION OF AFFORDABLE CARE ACT Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act “ACA”). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law. Does offeror agree?

True

6. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions Does offeror agree?

True

7. Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

True

8. Have you read and do you agree to the OMNIA Partners Exhibit F?

True

9. Please upload responses to this section in the provided space below.

[omnia exhibit f.pdf](#)

10.7. OMNIA Partners Exhibit G-New Jersey Business Compliance

[EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE.pdf](#)

1. Have you read and do you agree to the OMNIA Partners Exhibit G?

True

CVG is currently doing business through our dealers in NJ. As they are licensed and long established in NJ, we believe that this requirement has been met already.

2. Offeror agrees to comply with New Jersey, state, and local laws, rules, regulations and ordinances, as applicable. It is further that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above. Please print Exhibit G, sign and return the attached document.

CVG has dealers in and already operates in New Jersey with the US Communities cooperative purchasing agreement.

3. Please upload responses to this section in the provided space below.

[Exhibit G forms.pdf](#) CVG currently operates in and has dealers in New Jersey selling under to US Communities Cooperative Purchasing Agreement.. Columbia does not have an Affirmative Action Plan due to the size of its operation/number of employees. However, Columbia is an Equal Opportunity Employer as required by law.

10.8. OMNIA Partners Exhibit H-OMNIA Partners Advertising Compliance Requirement

[EXHIBIT H- OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT.pdf](#)

1. Have you read and do you agree to the OMNIA Partners Exhibit H?

True

2. Please upload responses to this section in the provided space below.

document understood

11. Employee Eligibility Verification Affidavit

Please download the attached [Employee Eligibility Verification Affidavit](#). Please sign, notarize, and scan the final form below.

1. Please attach the signed and notarized Employee Eligibility Verification Affidavit here. Use the 'paperclip' icon to attach the scanned file.

[Employee Eligibility Verification Affidavit.pdf](#) CVG has an existing contract with KCMO with the Eligibility Verification in place.

12. References

Proposers are required to provide three (3) client references, including contact information, for similar projects that the Proposer has completed within the past five (5) years.

It is preferred that at least one (1) client references be a government sector client.

Instructions:

1. Download the attached [References](#) form
2. Distribute to designated references
3. Collect the responses
4. Attach the completed forms below

1. Attach the completed reference form here from Reference #1.

See Attachment: Stanford reference.pdf

2. Attach the completed reference form here from Reference #2.

See Attachment: Texas State reference.pdf

3. Attach the completed reference form here from Reference #3.

See Attachment: UCLA reference.pdf

13. Sustainability

The City has adopted an overall policy supporting a greater use of "green solutions" or enhanced sustainability measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies, all City projects must identify opportunities for sustainability improvements and implement those improvements when financially reasonable and operationally practical. Incorporate sustainability and efficiency into the planning, design, construction, operation and maintenance of the project. Highlight each component of the project that you feel deserves consideration in this context, and demonstrate how sustainability and efficiency are integrated into the project. If it is not possible to comprehensively integrate significant sustainability measures, then highlight elements you feel deserve consideration in this context.

1. Include a concise summary of your company's policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability.

Green initiatives: CVG manufacturers and sells only zero tailpipe emission vehicles built from recycled materials. Columbia's whole business is sustainability. Approx 50% of vehicles are made from recycled materials (plastic, steel) by weight. By building efficient vehicles, Columbia has made vehicles that get more range and work done per charge. Additionally, the lifetime of our vehicles is longer further reducing waste over time. By deploying a Columbia vehicle, we can often replace a gas or diesel vehicle that is in operation thus reducing tailpipe emissions to zero.

2. Describe how your Proposal will address the established City policies referenced in this RFP specific to the project or service on which you are proposing.

Columbia vehicles reduce tailpipe emissions to zero. Often, they are used to offset or replace a gas or diesel engine completely. At plant level, CVG looks for reductions in energy use and waste reduction. On a field level, CVG personnel travel smart and plan trips to dealer and customer locations that are efficient and less wasteful. In terms of components used, CVG chooses high power factor chargers and related components with the best technology available to reduce consumption and increase the lifetime of our vehicles thereby reducing waste. long term. By deploying a new GPS system on vehicles, we can further reduce waste at customer level by providing them with actual fleet management data that has not been available in the past. All CVG business practices aim to increase efficiency and reduce waste while increasing quality and lifetime of our vehicles.

14. Cooperative Procurement with Other Jurisdictions Form

The Proposer agrees to provide products and/or services to any municipality, county, state, governmental, public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC) or through their registration with OMNIA Partners.

1. Do you agree to the statement above?

True

15. ADDENDUM 1

Pre-Proposal Conference for City of Kansas City RFP EV2671 Utility Transportation and Golf Vehicles plus parts and service will take place via Skype.

Tuesday June 25, 2019, 10:00 CST.

[Join Skype Meeting](#)

This is an online meeting for Skype for Business, the professional meetings and communications app formerly known as Lync.

Join by phone

+18722125076 (Dial-in Number) English (United States)

[Find a local number](#)

Conference ID: 68854827

[Forgot your dial-in PIN?](#) [Help](#)

[RFP- Pre-Proposal Conference Agenda 6.24.19.pdf](#)

1. Have you read and acknowledge the proposal call?

True

16. ADDEMDUM 2

Section 10, 1.3, Adjusted from \$40 million to \$50 million. "The dollar volume purchased under the Master Agreement is estimated to be approximately \$50 million annually."

1. Have you read and acknowledge the addendum?

True

17. ADDENDUM 3: Q & A

Here is a list of questions that were asked and answered in the 48 hours after the pre-proposal conference. The written questions deadline is July 10, 2019.

Q1: Can you please explain the administrative fee? What is the amount? Is it negotiable? Is it tiered? Etc. Thank you!

A1: The Admin fee is a set amount charged by OMNIA. The fee is 3%. The details regarding this fee are in section 10.1, exhibit A, under 1.2 Marketing, Sales and Admin Support. Let me know if you have further questions. Thanks.

Q2: Within RFP 360, is there an option to upload attachments?

A2: Yes, there is. You are able to drag and drop documents into the space provided after questions. You are also able to click on the "paperclip" icon located in the menu bar after each questions as well.

Q3: What documents will be required at the time of RFP submission?

A3: The E-verify affidavit will need to be submitted at the time you are submitting your RFP through RFP360. Insurance, sec of state etc. will not be required until a company is given an award.

Q4: Where do we find 9.1 OMNIA Partners Exhibit A-Response for National Cooperative Contract as stated in section 14 in the Scope of Work section? Is that at typo? Should it read 10.1 instead?

A4: You are correct. The section called out 9.1 should read as section 10.1. Sorry for the confusion. Thank you.

Q5: Will the MA be updated to include the fee that was mentioned during the call-in?

A5: The fee will not be added to the MA. This information is already in the RFP. It is located in Section 10.1 Exhibit A under 1.2, marketing, sales and admin support.

Q6: Within RFP 360, is there an option to upload attachments?

A6: Yes, there is. You are able to drag and drop documents into the space provided after questions. You are also able to click on the "paperclip" icon located in the menu bar after each questions as well.

1. Do you acknowledge that you have read and understand the Addendum as stated?

True

18. ADDENDUM 4, UPDATED STANDARD CITY CONTRACT

Section 5 has been updated with the current city contract for products and services.

1. Do you acknowledge that you have read and understand the Addendum as stated?

Y

Yes, comments made on the contract in that section. Thank you.

19. ADDENDUM 5: Q & A

Here is a list of questions that were received by the July 10, 2019 deadline.

Q1: Where are we able to upload information?

A1: Question 3 has been added in this section to allow an upload.

Q2: Where do you want us to attach our responses to the Scope of Work Section? Question 1 does not allow any attaching. Should we attach in question 2?

A2: Question 3 has been added in this section to allow an upload.

Q3: Where do you want us to attached our replies for all the items in OMNIA Partners Exhibit A? Question one do not allow any attachments.

A3: Question 3 has been added in this section to allow an upload.

Q4: CONTRACTOR under current contract with US Communities uses a published weighted average cost for shipping each model to every state in the USA as opposed to being subject to the "spot market" for freight. Given where most vehicles are sold, this has proven to be a very fair way to distribute transportation costs to all uses at a savings over individual shipping costs. We wish to continue to use that price model going forward so users can know and count on transportation costs. We have been asked by dealers to include a local delivery fee as well based on distance from the dealership to help recover costs in addition to a prep fee.

A4: The City of Kansas City is not able to address this question at this time. All negotiation items your company would like to submit in this RFP should be listed in your proposal response for each section. All emails sent with specific items or questions prior to the close of the RFP will be listed and answered via an addendum to all active respondents.

Q5: CONTRACTOR, the issuance of MSO's are for the purpose of registering titled vehicles. What we are reading suggests that an MSO /MCO is to be issued for all vehicles regardless of VIN type. We recommend and request a revision of the request to only require MSO's for 17-digit VIN labeled vehicles that are able to be registered thru motor vehicles departments. This will avoid unnecessary confusion and cost of producing non-essential documentation.

A5: The City of Kansas City is not able to address this question at this time. All negotiation items your company would like to submit in this RFP should be listed in your proposal response for each section. All emails sent with specific items or questions prior to the close of the RFP will be listed and answered via an addendum to all active respondents.

Q6: CONTRACTOR The issuance of Overhaul (and some service & repair) manuals should be done only after the receiving party has been factory trained on the vehicle or they absolve the manufacturer of any liability in conjunction with maintenance. Essentially, control module programming if done incorrectly by someone with a manual but no training can potentially put the operator/organization/etc at risk by changing key parameters incorrectly. We are certain that the request for information is valid but want also to set a requirement that the techs are trained to use the information. Further discussion required on this item."

A6: The City of Kansas City is not able to address this question at this time. All negotiation items your company would like to submit in this RFP should be listed in your proposal response for each section. All emails sent with specific items or questions prior to the close of the RFP will be listed and answered via an addendum to all active respondents.

Q7: CONTRACTOR The increase of the admin fee from 2% to 3% is concerning and we are requesting a revision to 2%. First, it is a 50% increase in fee. Second, it is 50% more cost than a competitive agreement possible making this contract less competitive. Third, as sales have risen, the admin fee paid by CONTRACTOR has continued to rise. Fourth, the timing of the increase in admin fee in conjunction with acquiring of the agreement by another party looks unsettling.

A7: The admin fee is set by OMNIA Partners. The existing contracts for this product/services were issued under U.S. Communities. Any additional concerns regarding this section should be included in your RFP submittal. All emails sent with specific items or questions prior to the close of the RFP will be listed and answered via an addendum to all active respondents.

Q8: CONTRACTOR Omnia requirement to attend shows. CONTRACTOR works with dealers all over the USA and we evaluate the cost benefit of each invitation to attend a show. Blanket approval to attend all invitations without a review is not something we can agree to. We do involve our dealers in the decision and attend the shows that fit our user groups whenever possible but retain the final decision to participate. As an example, a mayors show may not fit as well as a public purchasing official or fleet managers show where the use of electric vehicles is more suited to the audience. Shows need to provide value to the attendees and "reasonable assistance" is determined on a case by case basis (see NIGP language)."

A8: The City of Kansas City is not able to address this question at this time. All negotiation items your company would like to submit in this RFP should be listed in your proposal response for each section. All emails sent with specific items or questions prior to the close of the RFP will be listed and answered via an addendum to all active respondents.

Q9: CONTRACTOR The indemnification language is one sided requiring the vendor not only to indemnify against their actions but also against the cities actions. No insurance company we are aware of will write coverage for that unless they go to every site the contact is being used and rate and price their exposure. This is an impossible task. Essentially, if a vendor signs off on this and does not have the rating from their insurance company, KCMO is at risk because once their insurance company finds out what was done, they can decline coverage completely. What we offer as an alternative is cross indemnification where we each party indemnifies the other against their own actions. Please understand that this is in KCMO's best interest and is often misunderstood by many who see but don't understand what it really means. Thank you.

A9: The City of Kansas City is not able to address this question at this time. All negotiation items your company would like to submit in this RFP should be listed in your proposal response for each section. All emails sent with specific items or questions prior to the close of the RFP will be listed and answered via an addendum to all active respondents.

Q10: Our legal department is reviewing the agreements and want to know - if we submit proposed changes as part of the proposal or as a question?

A10: Please submit proposed changes to the agreement as part of your proposal. Thank you.

1. Do you acknowledge that you have read and understand the Addendum as stated?

True

Thank you. Well done.