

**Solicitation Number: RFP #121223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ARI Phoenix Inc., dba ARI-HETRA, 11163 Woodward Lane, Sharonville, OH 45241 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Vehicle Lifts with Garage and Fleet Maintenance Equipment from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 12, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

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

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and

disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or

liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

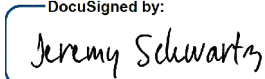
22. CANCELLATION

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

121223-ARP

Sourcewell

ARI Phoenix, Inc. dba ARI-HETRA

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
2/28/2024 | 1:23 PM CST
Date: _____

DocuSigned by:

6DE0263E856E453...

By: _____
Tekla Goodwin
Title: Contracts Specialist
2/28/2024 | 10:27 AM PST
Date: _____

RFP 121223 - Vehicle Lifts with Garage and Fleet Maintenance Equipment

Vendor Details

Company Name: ARI Phoenix, Inc.

Does your company conduct business under any other name? If yes, please state: ARI-HETRA

Address: 11163 Woodward Lane
Sharonville, OH 45241

Contact: Tekla Goodwin

Email: teklagoodwin@ari-hetra.com

Phone: 513-229-3750 103

Fax: 703-359-6405

HST#: 47-4503033

Submission Details

Created On: Tuesday October 24, 2023 09:10:30

Submitted On: Tuesday December 12, 2023 12:41:17

Submitted By: Tekla Goodwin

Email: teklagoodwin@ari-hetra.com

Transaction #: 0a15c3e4-6db0-4ed3-a41a-31c7f0236b82

Submitter's IP Address: 192.181.187.65

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	ARI Phoenix, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not applicable, as ARI Phoenix, Inc does not have any subsidiary entities.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	ARI-HETRA	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	ARI Phoenix, Inc. cage code is 7H2W1.	*
5	Proposer Physical Address:	ARI Phoenix, Inc. 11163 Woodward Lane Sharonville, OH 45241	*
6	Proposer website address (or addresses):	ARI-HETRA website address is: https://www.ari-hetra.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tekla Goodwin Contracts Specialist ARI Phoenix ,Inc. 11163 Woodward Lane Sharonville, OH 45241 teklagoodwin@ari-hetra.com office 513-229-3750 / toll free 800-562-3250 / mobile 513-484-1066	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tekla Goodwin Contracts Specialist ARI Phoenix ,Inc. 11163 Woodward Lane Sharonville, OH 45241 teklagoodwin@ari-hetra.com office 513-229-3750 / toll free 800-562-3250 / mobile 513-484-1066	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bill Gibson Vice President Business Development ARI Phoenix, Inc. 11163 Woodward Lane Sharonville, OH 45241 billgibson@ari-hetra.com office 513-229-3750 / toll free 800-562-3250 / mobile 703-708-4410	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>ARI-HETRA, incorporated in Ohio in July 2015, serves as the successor to Automotive Resources Inc of Virginia. This continuity of the ARI-HETRA brand has allowed the company to maintain its presence and legacy in the heavy-duty vehicle maintenance equipment industry for over 35 years. We specialize in providing maintenance equipment for heavy-duty vehicles, with a product portfolio that includes Mobile Column Lift systems, Wheel Service products, and Exhaust Extraction systems.</p> <p>ARI-HETRA collaborates with innovative manufacturers, both in the United States and globally, to offer a range of private label products. We have an established sales network that includes geographic distributors in the U.S., Canada, and Alaska. Additionally, the company employs a direct sales and service team to develop strong customer relationships and meet the heavy-duty automotive maintenance needs of its clients.</p> <p>Our philosophy is Customer-Centric, placing a strong emphasis on valuing and prioritizing every customer. ARI-HETRA is also committed to delivering exceptional products and services by focusing on quality and safety. This is evident in our dedication to exceeding customer expectations by fostering accountability and embracing innovation as a means of growth. The company's commitment to quality, safety, and customer satisfaction aligns with these core values. We also highly value our employees and position them for success, contributing to a positive work environment.</p>	*
11	What are your company's expectations in the event of an award?	<p>In the event of an award, ARI-HETRA's expectations include:</p> <p>1. Expanding our Government Customer Base: We intend to use the award to continue to attract new government customers in the SLED (State, Local, and Education) market.</p> <p>2. Streamlining Procurement: We can offer government customers an easier and more cost-effective procurement process for our equipment. This will simplify the purchasing process and reduce time required for government agencies to acquire ARI-HETRA's products, potentially circumventing the traditional bid process.</p> <p>3. Building on Existing Contracts: ARI-HETRA values its existing Sourcewell awarded contract, which has provided credibility in the industry and increased brand recognition. We intend to further capitalize on the benefits of this contract and the recognition it brings.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>The ARI-HETRA brand of Mobile Column Lifts has a longstanding history of over 35 years and has been widely purchased by leading companies, states, municipalities, and federal entities. The fact that tens of thousands of these Lifts are still in service across all 50 states underscores the product's reliability, durability, and the trust that customers have in the ARI-HETRA brand. Over the past five years, ARI-HETRA has shown substantial growth with an average increase of 13% per year (20% per year over the last three years). We achieved a new record with our strongest total sales year to date in 2022 with 26% of all Lift revenue from public sector sales.</p> <p>Please see attached supplier reference letter and bank reference.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>ARI-HETRA Mobile Column Lifts account for approximately 12.5% market share of the United States and Canada. This is based on fairly reliable Wheel Engaging Mobile Unit (WEMU) data from the Automotive Lift Institute, of which ARI-HETRA has been a member for over 15 years.</p> <p>Since ARI-HETRA was one of the first mobile column lifts for sale in what is now a more crowded field, our installed base of Lifts represent a higher proportion. We estimate ARI-HETRA Lifts represent approximately 25% of the estimated 137,000 mobile column lifts sold and installed in the U.S. and Canada since that product became commonly used. Due to the longevity of our design, the vast majority are still in service.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>Our Canadian market share is not discernibly different from our market share for the U.S. and Canada combined.</p> <p>We are continuing to grow our sales and market presence in Canada, as we now have a West Canadian Regional Sales Manager who understands the specific needs and preferences of customers in that region. Along with our East Canadian distributor, we believe this can lead to more targeted sales efforts for the Sourcewell/CANOE contract, and better customer relationships.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, ARI-HETRA has never petitioned for bankruptcy protection.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>ARI-HETRA is best described under (B), as we primarily manufacture ARI-HETRA products on a private label basis with reputable partners, offering direct sales and service from full-time ARI-HETRA employees. Our range of products include Mobile Column Lifts, Wheel Service Products and Exhaust Extraction products, with a select number of products manufactured in-house.</p> <p>Our team provides consultative sales and service across the U.S. and Canada, with (15) direct Regional Sales Managers (RSM's) who reside in the regions they serve. In addition, we have a (15) person team of ARI-HETRA Service Technicians dedicated exclusively to servicing ARI-HETRA equipment. These technicians are complemented by service teams from the company's select distributors and other third-party ALI certified independent service providers, providing comprehensive service coverage. Activities are closely coordinated through the company's headquarters in Ohio, and service work is evaluated through net promoter scores measuring customer loyalty and satisfaction with ARI-HETRA.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>ARI-HETRA is required to adhere to ALI certification of Mobile Column Lifts, which is a recognized and respected industry standard in the vehicle lift industry. This certification offers customers the assurance that Lifts meet rigorous safety and performance criteria, reducing the risk of accidents and injuries associated with lift operations. ARI-HETRA has maintained ALI certifications on Lifts with the Automotive Lift Institute for over 25 years (all Lift certifications can be found on: https://www.autolift.org/).</p> <p>In addition, our partner manufacturer in Alabama produces these Lifts in an ISO certified facility, highlighting our commitment to quality assurance. ISO certification is a globally recognized quality management standard and demonstrates that the manufacturing processes are consistently monitored and improved to meet quality and safety requirements. It also emphasizes efficiency and effectiveness in manufacturing operations.</p> <p>By holding ALI certification and manufacturing equipment in ISO certified facilities, ARI-HETRA underscores its dedication to safety, quality, and excellence in the production and distribution of its maintenance equipment. These certifications provide customers with confidence in the reliability and safety of ARI-HETRA's products, further enhancing the company's reputation in the industry.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not applicable, as ARI-HETRA has had no suspensions or debarment.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	ARI-HETRA was awarded the 2020 PTEN Innovation Award for our Military Floor Jack, part # WS-1945 (under the Lifts, Jacks & Stands category). PTEN Innovation Awards celebrate products that demonstrate exceptional innovation, practicality, and usefulness for automotive technicians and mechanics. We designed this hydraulic jack to engage the shackle mounts of heavy duty military and construction vehicles, allowing the user to raise the front and/or rear of equipment weighing up to 45,000 lbs. After launching this new product, we have significantly increased our military sales over the past (3) years. LINK to WS-1945: https://www.vehicleservicepros.com/directory/equipment/jacks-stands-and-hoists/product/21130790/arihetra-military-floor-jack-no-ws1945?utm_source=website+backlink&utm_medium=website+backlink&utm_campaign=pten_ws1945_backlink	*
20	What percentage of your sales are to the governmental sector in the past three years	ARI-HETRA's sales to the governmental sector accounted for 34% of our total sales from the past (3) years, YTD 11/30/2023.	*
21	What percentage of your sales are to the education sector in the past three years	ARI-HETRA's sales to the education sector accounted for 3% of our total sales from the past (3) years, YTD 11/30/23.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	ARI-HETRA's annual sales volume for state and cooperative contracts (past three years, YTD 11/30/2023): 1. Sourcewell contract 013020-ARP: annual sales 2021 = \$422,049, 2022 = \$1,053,297, 2023 = \$1,731,136 2. CMAS contract 4-13-56-0053A: annual sales 2021 = \$160,251, 2022 = \$188,020, 2023 = \$252,582 3. FSA/Florida Sheriff's Assoc contract FSA23-VEH21.0: annual sales 2021 = \$164,289, 2022 = \$58,871, 2023 = \$466,359 4. OMNIA contract 05-57: annual sales 2021 = \$362,014, 2022 = \$171,456, 2023 = \$4,256 5. BuyBoard contract 715-23 (Lifts) and 636-21 (Wheel Service): annual sales 2021 = \$77,896, 2022 = \$80,821, 2023 = \$93,076 6. HGACBuy contract FL03-21: annual sales 2021 = \$34,988, 2022 = \$128,305, 2023 = \$13,581 7. Ohio State contract RS900921: annual sales 2021 = \$78,639, 2022 = \$168,956, 2023 = \$312,640 8. New York State contract PC69414: annual sales 2021 = \$51,695, 2022 = \$0, 2023 = \$270,023 9. Various other state contracts (newer) with no sales yet: CA, LA, NM, NJ, OR, RI, VA	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	ARI-HETRA Federal Contracts: 1. GSA contract GS-07F-291AA (since July 2013). We were recently awarded again for an additional five years to 2028. Annual sales: 2021 = \$1,720,710, 2022 = \$741,242, 2023 = \$1,006,233 2. HEPP contract SPE8EC-21-D-0085 (since July 2021) Annual sales: 2021 = \$67,909, 2022 = \$302,909, 2023 = \$682,332	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Albemarle County Fire & Rescue, VA	Calvin Butler	434-296-5833 or cbutler@albemarle.org	*
City of Morristown, TN	David Marshall	423-585-4662 or dmarshall@mymorristown.com	*
Seminole County Fleet, FL	Brooke Cullison	407-665-5289 or bcullison@seminolecountyfl.gov	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City, Waste Industry Department	Government	New York - NY	Lifts and accessories	\$209,070	\$5,666,572	*
Military Branch, various locations	Government	New York - NY	Lifts, accessories and wheel service products	\$134,797	\$3,834,991	*
Defense Logistics Agency, PA	Government	Pennsylvania - PA	Lift and accessory kit maintenance packages	\$76,374	\$916,492	*
Military branch	Government	Michigan - MI	Lifts and accessories	\$51,556	\$309,335	*
Military branch	Government	Maryland - MD	Lifts and accessories	\$43,219	\$216,097	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	ARI-HETRA provides consultative sales and support across the U.S. and Canada via a network of (15) Regional Sales Managers who are full-time employees of ARI-HETRA, living within the regions they serve and selling directly to customers. This team is led by two VP's of Sales (for East and West territories).	*
27	Dealer network or other distribution methods.	Along with the (15) dedicated ARI-HETRA Regional Sales Managers dispersed across the U.S. and Canada with full geographic coverage, we also have a distributor network to complement the sales team and fully cover the 12,000+ private and government sector customers. A distributor would work with a RSM on quoting ARI-HETRA products under a cooperative contract. We currently have (8) distributors who sell and service in geographically designated areas covering the Dakotas, Iowa, Texas, Pennsylvania, New Jersey, Hawaii, Alaska, Long Island New York and Eastern Canada.	*
28	Service force.	ARI-HETRA has a (15) person team of Service Technicians who are full-time employees of ARI-HETRA and who service exclusively ARI-HETRA equipment. Each technician has a company van equipped with parts to repair our products in the field. In addition, each field salesperson has a complement of parts and tools on their company vehicles to supplement the service force. We have a senior service technician who trains our team and completes field repairs as well. In addition, we have our distributors and other third party, independent service companies whom we call upon from time to time to deliver service. Finally, our Service Specialists provide technical support and logistics from our Ohio office. At ARI-HETRA's home office located in Ohio, the Customer Service Team handles inbound calls (toll free) Monday - Friday from 7am - 5pm, and work diligently to provide phone technical support, take parts orders and arrange service visits from our technicians in the field.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>ARI-HETRA would handle all orders under Sourcewell, including orders for distributors.</p> <p>Ordering process:</p> <ol style="list-style-type: none"> 1. Initial Demand Generation: Requests for our products/services is generated through various means, including marketing activities, salesperson visits, website inquiries, or inquiries from existing customers. 2. Quote Generation: A quote is created by our Customer Service Team or Regional Sales Manager. Quotes are then sent to the customer via email or hand-delivered. 3. Onsite Product Demonstrations and Evaluations: Some customers may request onsite product demonstrations or short-term evaluations, which ARI-HETRA provides as necessary. 4. Purchase Order Issuance: After the customer is satisfied with the quote and decides to proceed, a purchase order (PO) may be issued. This PO is processed through our headquarters and office location in Ohio by our Customer Service Team. 5. PO Verification and Confirmation: The POs are carefully checked for accuracy, including verifying the ship-to address, equipment configuration, billing information, coding of the order to the contract, discounts, and other relevant details. Any questions or discrepancies are addressed with the customer, and an order confirmation is issued. 6. Equipment Shipment And Delivery: Once the order is confirmed, the equipment is prepared and shipped to the customer. 7. Invoice Processing: The equipment is invoiced, and our accounting team performs a final check to ensure there are no errors on the invoice. 8. On-Site Safety Training: After equipment is delivered, an ARI-HETRA employee or representative coordinates on-site safety training for customers within the Continental United States and Eastern Canada.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>ARI-HETRA's Process and Procedure for Excellent Customer Service:</p> <ol style="list-style-type: none"> 1. Dedicated Customer Service Response (CSR) Team: Our team is comprised of direct employees who are available to answer customer requests during regular business hours Monday - Friday, 7am - 5pm EST. 2. Prompt Response Time: The CSR team aims to respond to all customer requests immediately or within 24-48 business hours, ensuring a quick and efficient resolution of customer inquiries and issues. 3. Comprehensive Training: The CSR Team is trained to understand the specific requirements of different customer types, including state/local, education, and federal customers. This training helps ensure that questions or issues are addressed in a timely and knowledgeable manner. 4. Free Phone Technical Support: We provide free phone technical support as a valuable resource to our customers. 5. Real-Time Tracking: For on-site support across the U.S. and Canada, our Service Specialists use GPS transponders to track service technicians' vehicle locations in real-time. This allows for more efficient dispatching of the closest technician to a customer's site, reducing response times. 6. Third-Party Support: When ARI-HETRA direct service team members cannot respond in a timely manner, we have a system in place to dispatch independent third-party partners to assist customers. 7. Customer Feedback: We Solicit customer feedback on every order to ensure quality of service and improve a future customer experience. 8. Preventative Maintenance And Safety Inspection: ARI-HETRA offers annual safety certification and preventative maintenance inspections. These can be scheduled in advance or provided on-demand and are performed by factory-trained personnel, ensuring the ongoing safety and reliability of our products.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>ARI-HETRA is committed to serving the needs of Sourcewell participating entities in the United States by offering a comprehensive range of high-quality heavy-duty maintenance products and services. We understand the importance of Sourcewell's mission to provide cooperative purchasing solutions for its member organizations, and we are dedicated to being a continued trusted partner in this endeavor.</p> <p>We have an extensive Product Portfolio to offer a diverse range of competitively priced equipment and solutions designed to meet the unique needs of public and government organizations within the U.S. Besides our geographically located Regional Sales Managers, our Nationwide Coverage also includes a network of service technicians and partners, allowing for prompt support and on-site services. In addition, our CSR Team is readily available to answer inquiries, provide technical support, and address any concerns promptly.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>ARI-HETRA is fully equipped to extend our products and services to government entities in Canada, supporting their unique requirements and objectives. We understand the significance of serving the Canadian public sector, and we have Regional presence with a Sales Manager in Western Canada and a trusted partner distributor in Eastern Canada. As public agencies in Canada become more familiar with cooperative purchasing, we are ready to expand our product portfolio there.</p> <p>We recognize that different government entities in Canada may have distinct operational requirements, but ARI-HETRA has the flexibility and expertise to customize our products and services to align with the precise needs of government customers there.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	ARI-HETRA will fully serve all geographic areas of the United States or Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	ARI-HETRA will fully serve all Sourcewell participating member sectors through this proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ARI-HETRA requires additional fees for on-site installation or training for participating entities in Hawaii, Alaska or U.S territories. An ARI-HETRA Regional Sales Manager would be transparent about the additional costs which would be included on a Sourcewell quote. We do, however, have a distributor in Alaska (Washington Crane) as well as Hawaii (STARR) to assist with sales, training and service.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>ARI-HETRA has successfully marketed our existing Sourcewell contract, with a large percentage of our sales a direct result of the strong relationships our field sales team has built with customers. These one-on-one interactions allows our reps to understand the unique needs of each customer, discuss various procurement methods with government agencies and recommend Sourcewell as an option to avoid the bid process. We also promote Sourcewell by attending over 20 industry trade shows per year which includes private and public sectors.</p> <p>ARI-HETRA Marketing Strategy Would Include:</p> <ol style="list-style-type: none"> 1. Targeted broadcast email campaigns 2. Promotion in 20+ annual national and regional trade shows 3. Sourcewell collateral 4. Inclusion in our government website landing page 5. Inclusion in our printed catalog 6. Sourcewell contract partnership press releases to major trade publications
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>ARI-HETRA is dedicated to improving our technology and use of digital data, as we have a robust advertising and lead generation program. Sourcewell is currently listed under the Government tab on our www.ari-hetra.com website that has 177+ unique page views per month (https://www.ari-hetra.com/government/). Our catalog alone reaches over 10,000 recipients per year. Regional Sales Managers have access to Sourcewell marketing collateral to email or hand to customers, and we send out frequent broadcast emails to all eligible recipients from our current and potential customer database of over four-thousand State/Local and Education Government contacts.</p> <p>The following items are used to bring traffic to our website:</p> <ol style="list-style-type: none"> 1. Google Adword advertising 2. Facebook postings https://www.facebook.com/arihetra/ 3. LinkedIn postings https://www.linkedin.com/company/ari-hetra/ 4. YouTube postings https://www.youtube.com/user/ARIHETRAinc/videos 5. Instagram postings https://www.instagram.com/arihetra/
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>As for Sourcewell's role in promoting contracts, ARI-HETRA would expect Sourcewell to assist in educating government agencies and awarded vendors on the benefits of utilizing this contract, as well as offering numerous online resources and tools. We know Sourcewell offers many training opportunities across the country for vendors, and appreciate the value and knowledge gained.</p> <p>If awarded again, ARI-HETRA would be committed to ongoing sales team training with Sourcewell webinars or Sourcewell Regional in-person events. Internally we would continue Sourcewell sales team training on how to educate customers in using this contract without the need for a bidding process, as well as ensuring the sales team is well-equipped to create and process sales under this contract. Finally, ARI-HETRA would be committed to the continuation of marketing the awarded contract through our government website landing page and dedicated emails to potential government customers.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	ARI-HETRA products are not currently available through an e-procurement ordering process. Our sales process involves a consultative approach, focusing on customer needs, safety and product suitability.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>The majority of ARI-HETRA equipment is delivered with no installation required (e.g. Mobile Column Lifts or Wheel Service products). Set-up and training is standard on these products, and offered free of charge by a member of our ARI-HETRA direct sales team within the Continental United States. Additional charges may be incurred for training outside the Continental U.S.</p> <p>Products that do require installation costs include Scissor and Platform Lifts or Exhaust Extraction Systems, however, training is provided free of charge. All products come with an operator's manual (also available in electronic form) for information on proper use, maintenance, and safety guidelines.</p>

41	Describe any technological advances that your proposed products or services offer.	<p>ARI-HETRA offers the most advanced technology for Mobile Column Lift systems with a precision ball screw lifting mechanism and a simple mechanical drive.</p> <p>Key features and benefits:</p> <ol style="list-style-type: none"> 1. Maintenance-Free Ball Screw: The ball screw lifting mechanism is designed to be splash-proof and dirt-repellent, making it virtually maintenance-free. This feature contributes to the longevity and reliability of the lift system. 2. Longer Life with Ball Screw Technology: The ball screw technology has a longer life compared to ACME thread, providing durability and sustained performance over time. 3. Temperature-Resistant Operation: Unlike hydraulic columns, the ball screw is unaffected by temperature changes to ensure lifts operate reliably. 4. Elimination of Fluid Leaks and Synchronization Issues: The ball screw design eliminates common issues associated with hydraulic lifts, such as fluid leaks and synchronization problems. This contributes to a cleaner and more reliable operation. 5. Grease-Sealed Ball Bearings: Over 100 ball bearings are sealed with grease fittings to ensure low friction, contributing to smooth and efficient lift operation. 6. Natural and Redundant Column Synchronization: The lift system has a natural and redundant column synchronization, ensuring that all columns operate in harmony during the lifting process. 7. Precision Height Adjustment (Inching): The lift system offers precision height adjustment, commonly referred to as "inching," allowing for fine-tuned adjustments as needed. 8. Long Life Expectancy: The ball screw has a life expectancy of over 20 years. 	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a green initiative, ARI-HETRA started the manufacture of energy-saving wireless and battery mobile column lifts five years ago. These lifts incorporate a ball-screw design and regenerative power technology by using incremental power or current as a result of the force exerted during the lowering of a raised vehicle on the lift. A reversing electric motor/generator returns additional power generated during the lowering process back to the batteries for storage. Overall, these lifts offer a more sustainable and eco-friendly operation. ARI-HETRA Mobile Column Lifts, including our newest Wireless version, are ALI safety certified by the Automotive Lift Institute (www.autolift.org).	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ARI-HETRA Mobile Column Lifts are manufactured in an ISO 9001 certified state of the art production facility in Alabama by our partner manufacturer. Certification was authorized by TÜV Rheinland®, a premier global provider of independent testing and certification services. In addition, ARI-HETRA lifts have been ALI safety certified by the Automotive Lift Institute (ALI) through a rigorous testing and validation program for lifts. This program is administered by Intertek Testing Services (ETL), a third-party testing laboratory with OSHA recognition. ETL tests the lift to ensure compliance with the American National Standard governing automotive lifts.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	ARI-HETRA does not have any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications. We are, however, self certified as a small business through the U.S. Federal government's Systems for Award Management (SAM) under primary NAICS code 333921.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	ARI-HETRA is unique in that we are one of the few Lift companies who offers direct sales and service of our branded ARI-HETRA products. In particular, we provide sales, service, preventative maintenance, safety inspections and replacement parts on U.S. manufactured ARI-HETRA Mobile Column Lifting Systems. For over 35 years, ARI-HETRA has continued to be a premium Heavy-Duty brand providing maintenance equipment, leading in safety, reliability, durability and service.	*

Table 9: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>Yes, an ARI-HETRA warranty covers all products, parts and labor to include: Mobile, HDXL/Platform Lifts, Wheel Service & Exhaust Extraction products and accessories.</p> <p>LIFTS: warranted for a period of five (5) years from date of new system purchase for all structural and mechanical parts (includes frame body, gearbox, and mechanical ball-screw components) for Mobile Column Lifts and HDXL/Platform Lifts. Electronics and non-structured parts are warranted for a period of two (2) years on new Lift systems. Warranted parts or components will be replaced or repaired at the discretion of ARI-HETRA and parts replaced under the warranty period carry the remaining balance of the original manufacturer's warranty. Structural and Electrical Parts warranties include first (1) year labor and travel. Replacement parts or repairs performed outside the warranty period carry a 60 day replacement warranty.</p> <p>WHEEL SERVICE PRODUCTS: warranted for a period of one (1) year from date of purchase including but not limited to: Tire Changers, Balancers, Inflation Cages, Hydraulic Jacks, Brake Lathes, and Brake Handling products. Warranty includes labor and travel or return and replacement charge.</p> <p>EXHAUST EXTRACTION SYSTEMS: warranted for a period of one (1) year from date of purchase for all mechanical and structural components, at which time warranted parts will be replaced or repaired at the discretion of ARI-HETRA without charge.</p> <p>ACCESSORIES & COMPONENTS: warranted for a period of one (1) year from date of purchase including but is not limited to: Refurbished Lifts, Stands, Lifts Accessories, and Remote Control. Warranty includes labor and travel or return and replacement charge.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Yes, an ARI-HETRA warranty does have limitations that could adversely affect coverage:</p> <p>Our warranty does not apply unless the product is installed, operated, used and maintained in accordance with ARI-HETRA specifications, as set forth in the ARI-HETRA Operations & Service Instructions manual. All ARI-HETRA products should be installed and serviced by an ARI-HETRA trained and authorized sales or service team member.</p> <p>The warranty does not cover normal maintenance or adjustments, damage or malfunction due to improper handling, improper installation, abuse, misuse, overloading, negligence, unsuitable power sources, carelessness, or normal wear and tear. In addition, damage caused by unauthorized service companies will void the warranty related to that damage and its coverage periods. All warranties are expressly conditioned upon use of only such replacement parts as are manufactured or approved by ARI-HETRA.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, for any warranty repair, ARI-HETRA will cover the expense of a service technician's travel time/mileage and labor for (1) year.

49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>No, there are not any geographic regions in the United States or Canada where we could not provide a certified technician to perform warranty repairs. For a warranty repair service request, customers may either call the toll free 800-562-3250 number in Ohio, email service@ari-hetra.com, or go online https://www.ari-hetra.com/service/ to fill out a request form. Each lift shipped also has a QR code label that when scanned by a mobile phone, allows the user to enter a request for service 24/7. Our system receives these requests which are turned into work orders, and are confirmed with the customer prior to dispatching a technician. Our factory-direct service department will document any requests, log the work order, and immediately distribute the request directly to the service technician, Regional Sales Manager, and the VP of Sales.</p> <p>ARI-HETRA operates from its main facility located in Ohio. We have a Customer Service Team, Technical Support experts, and Parts experts on hand to take calls from customers Monday - Friday from 7am-5pm EST. After hours messages are returned the following business day. Customers are encouraged to provide photos and/or videos through email or mobile phone to help in real time diagnosis. Phone and email service requests not addressed on first contact will be handled within 24-48 hours, with on-site service calls scheduled within a reasonable time frame.</p> <p>Replacement parts are stocked in our Ohio facility in a designated area housing over 2,000 individual part numbers. Parts availability can be obtained from our Customer Service Team and in-stock items can be shipped overnight at the customer's request and with approval of the shipping fee. In addition, each service technician has a van stocked with all the components (less main beam or carriage) so they can handle service requests directly when they are on a customer's site. Our sales team all have company vehicles with a smaller inventory of critical components and are able to perform repairs on a more limited scope than a technician.</p>	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	ARI-HETRA primarily offers our own ARI-HETRA branded products under warranty. There is, however, a small subset of products by other manufacturers in which we sell and provide the same warranty service.	*
51	What are your proposed exchange and return programs and policies?	ARI-HETRA's exchange and return policy: within 30 days of delivery and after unused equipment is returned, a full refund will be issued to a customer (less a 15% restocking fee and freight cost).	*
52	Describe any service contract options for the items included in your proposal.	ARI-HETRA offers these non-discounted add-on service contract options: Prices for Annual PM / Preventative Maintenance & Safety Inspections on 2, 4, 6-Post or HDXL/Platform Lift systems, Tire Changers, Wheel Balancers or Accessories (repairs may incur additional charges for repair parts, and travel/labor charges per hour). PM pricing is included with price list.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	ARI-HETRA payment terms are Net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	ARI-HETRA offers leasing programs with deferred payment options through our partners for schools and state & local government, in order to bridge the gap between their budget cycles and avoid added costs from delaying a project until funds are available. Some options for municipal financing include zero down with flexible payments through NCL Government Capital.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	ARI-HETRA would receive a Sourcewell purchase order based on our process for quoting correctly under a Sourcewell template, with appropriate discounts. Once a purchase order/PO is received, we would issue a Sales Order Acknowledgement with agreed pricing and terms to customer. Please see attached quote and sales order acknowledgment form examples.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, ARI-HETRA accepts the P-card procurement and payment process. We charge a 2.5% fee of the total amount, for reimbursement of third party credit card processing costs.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can

be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>ARI-HETRA's pricing model includes a percentage discount from MSRP / list price on each line item, as shown in the supplied price list. Freight costs are not included and must be added to each quote, as FOB destination Prepaid and Added. All ship-from locations are within the continental United States, and products imported from international manufacturers are inventoried at our ARI-HETRA facility and invoiced from that location.</p> <p>Our Logistics Manager ensures the best delivery timeframe and costs, working with reputable freight carriers on competitive rates and appropriate insurance. We are also pleased to work with many customers who prefer to arrange their own logistics.</p>
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>ARI-HETRA's percentage discount from MSRP or list price:</p> <p>20% discount on Line-Powered Mobile Column Lifts 15% discount on Wireless or Cable Battery-Powered Mobile Column Lifts 17% discount on All Else (HDXL or Platform Lifts, Wheel Service Products, Exhaust Extraction Products, and Accessories)</p>
59	Describe any quantity or volume discounts or rebate programs that you offer.	<p>ARI-HETRA Volume Discounts:</p> <p>LP's = Line Powered Lifts Other Lifts = Cable Battery Powered CB Lifts or Wireless BPW Lifts All Else = Wheel Service Products, Exhaust Extraction Products or Any Accessory</p> <p>\$1 to \$100K: 20% LP's, 15% Other Lifts, 17% All Else \$100,001 to \$125K: 21% LP's, 16% Other Lifts, 18% All Else \$125,001 to \$150K: 22% LP's, 17% Other Lifts, 19% All Else \$150,001 to \$250K: 23% LP's, 18% Other Lifts, 20% All Else \$250,001 to \$500K: 24% LP's, 19% Other Lifts, 21% All Else \$500,001 and up: 25% LP's, 20% Other Lifts, 22% All Else</p>
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>ARI-HETRA would offer a 17% discount off MSRP or list price on all open market equipment items. The only exception would be non-standard service options quoted at cost, such as annual Preventative Maintenance & Safety Inspections on Lifts, repair parts, and a service technician's travel/labor costs per hour.</p>
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>ARI-HETRA does not charge for initial inspections or set up of Mobile Column Lifts as they are delivered and mobile products (no install necessary). Training by an ARI-HETRA Regional Sales Manager is free of charge, unless it is not within the continental United States or Canada. Customized quotes for setup and training for locations outside CONUS will be provided, if requested.</p> <p>Elements not included in ARI-HETRA's pricing for total cost of acquisition include:</p> <p>Installation Cost for HDXL Scissor Lifts or HDPL Platform Lifts: \$6,210 Installation Cost for Exhaust Extraction Systems: varies by project with customized quote</p>
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>With ARI-HETRA's delivery program, cost of shipping shall be paid by customer, per quoted total amount. A sales team member will add freight cost as an additional line-item charge and choose "FOB Destination, Prepaid and Added" on each requested customer quote.</p> <p>Title to goods, responsibility and liability for loss and/or damage in shipping shall pass to End User at the delivery destination, after receipt and acceptance have taken place.</p>

63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Alaska, Hawaii, Canada or any offshore delivery, the cost of shipping shall be paid by customer, per quoted total amount. A sales team member will add freight cost as an additional line-item charge and choose "FOB Destination, Prepaid and Added" on each requested customer quote. Title to goods, responsibility and liability for loss and/or damage in shipping shall pass to End User at the delivery destination, after receipt and acceptance have taken place.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For delivery of HDXL Scissor Lifts or HDPL Platform Lifts, ARI-HETRA requires a full flatbed truck. And based on any Lift model, we may need to coordinate for a large (12,000 lbs.) forklift to be onsite for offloading.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	We are offering our best discounts and pricing to Sourcewell members, which are very close to our GSA and HEPP Federal contract discounts (by agreement we must offer best pricing to eligible Federal government customers and military).

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>ARI-HETRA's Self-Audit Process to verify compliance with a Sourcewell contract:</p> <ol style="list-style-type: none"> 1. Sales Team would issue a quote with appropriate line item percentage discount off MSRP/ line price with freight cost included. Quote sent to Contracts Specialist to check for accuracy before sending to customer. 2. Purchase orders would be reviewed by our Customer Service Team to check for eligibility, correct discount or volume discount pricing, and FOB terms before accepting into our system. 3. The Sourcewell member/customer would then receive a Sales Order Acknowledgement showing the specifics of the order (such as delivery address, product and pricing) to approve before processed. 4. All sales are tagged for their contract affiliation for performance and quarterly reporting purposes. Reports are generated and emailed to Contracts Specialist. 5. Before invoices are sent to a customer, our Accounts Receivable department checks for errors. 6. Sales are housed in our business operating software and quarterly reports are generated from these. Reports are submitted to cooperative in a timely manner by our Contracts Specialist, who advises accounting of any administrative fees to be paid. 	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>ARI-HETRA's Internal Metrics for Measuring Success with this contract:</p> <ol style="list-style-type: none"> 1. Utilization of Contract Quote and Sales Order Process: These are used to gather data to evaluate targeted contract goals. 2. Milestone-Based Status Adjustments: The sales and administrative teams adjust the status of quotes and sales orders at major milestones within the sales lifecycle to identify areas for improvement. 3. Frequent Dashboard Updates: Data gathered from the sales cycle is transformed into frequently updated dashboards which are accessible to salespersons, their managers, and the broader management team. 4. Dynamic Data Integration: The data is dynamically pulled from the business operating software, reflecting real-time information. 5. Secure Access and Device Compatibility: Dashboards are accessible through a secure login from any device browser so the sales team can make decisions on the go. 6. Regular Management Reviews: This ongoing evaluation allows for proactive corrections to enhance success rates and ensures that the team is on track to meet contract goals. 7. Support for Forecasting and Celebration: The tracking system proves helpful in forecasting future performance, allowing the team to anticipate trends and plan accordingly. Additionally, it serves as a tool for celebrating successes, fostering a positive and motivated work environment. 	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	ARI-HETRA proposes a 1% administrative fee to Sourcewell for the products sold under this cooperative contract.	*

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>ARI-HETRA equipment is built and assembled in compliance with the highest standards, offering the finest heavy-duty service equipment in the market. We would include these under the contract, with a percentage discount off MSRP / list price (freight cost additional, as a line item charge) for these categories:</p> <ul style="list-style-type: none"> -Wireless, Cable Battery-Powered, and Line-Powered Mobile Column Lifts -HDXL Scissor Lifting Systems -HDPL Platform Lifting Systems -Heavy-Duty Truck Tire Changers & Tire Balancers -Tire Inflation Cages, Wheel Dollies, & Floor Jacks -Disc Brake Lathes; Disc, Drum & Flywheel Lathes -Heavy-Duty King Pin Press, Electro-Hydraulic Press -Accessories (eg. Transmission Jack, Engine Hoist, Support Stands) -Exhaust Extraction Systems (customized) <p>We also provide service and repair by a certified ARI-HETRA technician on all ARI-HETRA branded products. Non-discounted service options include annual PM's (Preventative Maintenance & Safety Inspections) on Lifts, Wheel Service Products and Accessories.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	ARI-HETRA does not have any subcategories of solutions within this RFP category.

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

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

Line Item	Category or Type	Offered *	Comments
71	Vehicle lifts	<input checked="" type="radio"/> Yes <input type="radio"/> No	ARI-HETRA offers either Line Powered, Wireless or Cable Battery Powered Heavy-Duty Mobile Column Lifts. We also offer Scissor or Platform Heavy-Duty Lifts.
72	Diagnostic equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	No, we do not provide diagnostic equipment.
73	Stationary air compressors and ventilation systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide customized Exhaust Extraction Systems for automotive shops.
74	Garage tooling and equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	ARI-HETRA offers products for Heavy-Duty brake service, Floor Jacks and Automotive Tire Service.
75	Vehicle wash systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	No, we do not offer vehicle wash systems.
76	Related parts, supplies, and accessories related to the offering of 71 - 75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	ARI-HETRA offers many accessories for Lifts and Garage tooling equipment (e.g. light truck adapters, chassis crossbeams, wheel dollies and brake lathes)
77	Installation, repair, and maintenance services related to the offering of 71 - 75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	ARI-HETRA offers non-discounted service options with recommended annual PM's / Preventative Maintenance & Safety Inspections of Lifts. Install is not necessary for Mobile Column Lifts, however we do offer installation for Scissor or Platform Lifts (and Exhaust Extraction Systems) at an additional cost. ARI-HETRA service technicians also offer repair services on all our branded equipment.

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - ARI-HETRA Pricing.pdf - Monday December 11, 2023 21:00:26
 - [Financial Strength and Stability](#) - ARI-HETRA Financial Strength & Stability.zip - Monday December 11, 2023 20:59:59
 - [Marketing Plan/Samples](#) - ARI-HETRA Marketing Samples.zip - Monday December 11, 2023 12:17:05
 - [WMBE/MBE/SBE or Related Certificates](#) - Certification as a small business, DFARS Report for ARI Phoenix Inc.pdf - Monday December 11, 2023 20:59:26
 - [Warranty Information](#) - ARI-HETRA Warranty Information.pdf - Monday December 11, 2023 13:55:37
 - [Standard Transaction Document Samples](#) - ARI-HETRA Standard Transaction Document Samples.zip - Monday December 11, 2023 13:53:28
 - [Upload Additional Document](#) - ARI-HETRA Supporting Documentation.pdf - Monday December 11, 2023 21:01:51
 - [Requested Exceptions](#) - ARI-HETRA Requested Exceptions.zip - Monday December 11, 2023 16:33:59

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_RFP_121223_Vehicle_Lifts Wed November 15 2023 03:04 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_121223_Vehicle_Lifts Tue November 14 2023 04:21 PM	<input checked="" type="checkbox"/>	2