



Solicitation Number: RFP #032521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Jasper Holdings Inc., 815 Wernsing Road, Jasper, IN 47546 (Vendor).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Jasper Holdings Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/13/2021 | 8:54 PM CDT

DocuSigned by:
Joe McDonald
By: 6DD159C9D92A443...
Joe McDonald
Title: Vice President of Sales
Date: 5/13/2021 | 4:15 PM CDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/13/2021 | 9:02 PM CDT

RFP 032521 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name: Jasper Engine Exchange
Does your company conduct business under any other name? If yes, please state: Jasper Engines & Transmissions
Address: 815 Wernsing Road
PO Box 650
Jasper, Indiana 47547
Contact: Ashley Brush
Email: bids@jasperengines.com
Phone: 800-827-7455
HST#:

Submission Details

Created On: Thursday February 25, 2021 09:57:25
Submitted On: Thursday March 25, 2021 06:44:17
Submitted By: Ashley Brush
Email: bids@jasperengines.com
Transaction #: 183df2ea-9f74-42aa-aca7-d4893e05e4e1
Submitter's IP Address: 174.234.137.16

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 (and applicable d/b/a, if any):	Jasper Holdings, Inc. (referred to as Jasper Holdings throughout RFP)
2	Proposer Address:	815 Wernsing Rd, Jasper, IN 47546
3	Proposer website address:	Jasper Holdings will develop a Sourcewell exclusive landing page that will include but is not limited to: Customer Enrollment, Product Availability, Direct Link to Jasper Holdings Websites Jasper Holdings Websites www.jasperengines.com www.jasperinnovativesolutions.com / www.fleetandauto.com www.wellertruck.com www.dieselusa.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Joe McDonald Title: Vice President of Sales Address: 815 Wernsing Rd, Jasper, IN 47546 E-mail: joe.mcdonald@jasperengines.com Phone: 800-827-7455 x 11198
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Ashley Brush Title: Procurement Agent Address: 815 Wernsing Rd, Jasper, IN 47546 E-mail: ashley.brush@jasperengines.com Phone: 800-827-7455 x12709
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Steve Brooks Title: Regional Director of Fleet & National Programs Address: 815 Wernsing Rd, Jasper, IN 47546 E-mail: steve.brooks@jasperengines.com Phone: 800-827-7455 x11033

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Jasper Holdings is committed to continuous improvement in Safety, Quality, Productivity, Customer Service, and Reduction of Waste. We will be known as a good corporate Christian Citizen, focused on preserving our natural resources and giving back to our communities.</p> <p>Our mission statement is simple: "Do It Right and Have Fun!" We are committed to remain a leading force in the automotive industry. Progressive programs of research and new product development enable us to provide quality value-oriented products second to none.</p> <p>Jasper Holdings has a unique corporate culture. It is a culture we have developed and refined since our founding. The basis of our corporate philosophy can be found in six very simple words: "Do It Right...and Have Fun." At Jasper Holdings, we believe that whatever we do, whatever our job is, we must "Do It Right." Whether it is installing a piston on the production line, sweeping the floors every evening, or making the sales calls that place our products in the hands of thousands of customers, we must always strive to "Do It Right" if we are to continue our pattern of growth and success. The second part of our mission statement is: "and Have Fun." We work hard and we play hard. We are a family at JASPER and our company functions like the annual Family Picnic and Awards Banquet, reflect the spirit of togetherness and camaraderie we feel is so important in developing strong bonds and relationships among all JASPER Associates. Having fun is an integral part of our jobs. We enjoy our work and our contributions to the community as well as producing quality, value-oriented products.</p> <p>Jasper Holdings is committed to being the Brand of Choice for our Customers in the remanufacturing and sale of high quality, value-priced products, and services in the automotive aftermarket. Our Customers will know us as a progressive company committed to high-quality service. Our Suppliers will know us as an ethical partner and will engage with us to improve the quality of our products, services, and the efficiency of our operations. Our Associate-Owners will know us as the Company of Choice for a rewarding career. JASPER will provide a safe, healthy, and secure working environment. We will support the development of our Associate-Owners and will reward them based upon individual performance. We will strive to provide a secure retirement for each Associate-Owner through our ESOP and 401K.</p>	*
8	What are your company's expectations in the event of an award?	<p>Jasper Holdings' expectations would be for Sourcewell to announce the award to all participating entities.</p> <p>If relevant and agreed upon, a press release announcing this award would be appreciated and becomes a useful document to reference on the landing page of the exclusive site for this award.</p>	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see attached financial information.	*
10	What is your US market share for the solutions that you are proposing?	Market share in the aftermarket is difficult to define clearly. Based upon total sales in 2020, JASPER estimates US sales represent 90% of total sales.	*
11	What is your Canadian market share for the solutions that you are proposing?	Market share in the aftermarket is difficult to define clearly. Based upon total sales in 2020, JASPER estimates Canadian sales represent 7% of total sales.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No / Not Applicable	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Jasper Holdings is best described as a direct-to-market premier manufacturer/supplier of automotive/medium duty/heavy duty parts and supplies which employs their own industry leading sales and service force of over 300 automotive sales and technicians. Jasper Holdings also owns their own fleet of trucks which supplies and stocks our 115 branch/distribution locations nationally. ALL individuals represented in this RFP by Jasper Holdings employees and not represented by a third-party distribution/sales entity. Note: Jasper Holdings utilizes 2,500 Independent Automotive/Medium Duty/Heavy Duty Garage Organizations to assist our customers with service and product installations when needed. Jasper Holdings utilizes a Service Agreement with these 2,500 Independent shops and can be provided as a value-add to Sourcwell Entities if needed.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not applicable	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	FORBES America's Best Midsized Employer 2018 & 2019 Jasper Earns Top 25 Ranking on Forbes List of America's Best Midsize Employers https://www.aftermarketnews.com/jasper-earns-top-25-ranking-on-forbes-list-of-americas-best-midsize-employers John Weller Named Heavy Duty Remanufacturer of the Year https://www.aftermarketnews.com/john-weller-named-heavy-duty-remanufacturer-of-the-year/ Flexfab, Weller Reman win PACCAR Parts supplier awards: https://www.trailer-bodybuilders.com/equipment-parts/article/21743927/flexfab-weller-reman-win-paccar-parts-supplier-awards https://www.ratchetandwrench.com/articles/10025-jasper-engines-transmissions	*
17	What percentage of your sales are to the governmental sector in the past three years	20%	*
18	What percentage of your sales are to the education sector in the past three years	8%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	HGAC Buy: https://www.hgacbuy.org/Home 1GPA: https://1gpa.org/ National Cooperative Purchasing Alliance: http://www.ncpa.us/ Allied States Purchasing Co-Op: https://www.esc19.net/Domain/178	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Jasper Holdings has a pending GSA contract submitted. Prior GSA contract historically provided for approximately \$200,000 in annual sales volume.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Miami Dade County Schools	Sharon Wilson	(305) 995-1623	*
Fairfax County Schools	Cathy Muse	(703) 324-3201	*
Leon County Schools	Olivia Willis	(850) 488-1206	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
United States Postal Service	Government	Pennsylvania - PA	Automotive Parts and Supplies, Engines, Transmissions, Differentials, Chassis Replacement Parts, Fluids, Tires, Equipment	\$10.00-\$25,000.00	\$157,219,139	*
Miami Dade County Schools	Education	Florida - FL	Automotive Parts and Supplies, Engines, Transmissions, Differentials, Fuel Components	\$10.00-\$15,000.00	\$1,623,541	*
Fairfax County Schools	Education	Virginia - VA	Automotive Parts and Supplies, Engines, Transmissions, Differentials, Fuel Components	\$10.00-\$15,000.00	\$886,587	*
Baltimore County Schools	Education	Maryland - MD	Automotive Parts and Supplies, Engines, Transmissions, Differentials, Fuel Components	\$10.00-\$15,000.00	\$128,270	*
Leon County Schools	Education	Florida - FL	Automotive Parts and Supplies, Engines, Transmissions, Differentials, Fuel Components	\$10.00-\$15,000.00	\$115,390	*

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 *	
23	Sales force.	Jasper Holdings has a national sales force made up of 300 trained outside sales professions with expert knowledge in the automotive aftermarket industry that can present our product, services, and commitment to excellence to Sourcewell participating entities. Jasper Holdings intends to train our outside, inside and customer service teams extensively on this program to meet the needs of all the Sourcewell participating entities. All Outside Sales Representatives will be expected to reach out to all Sourcewell participating entities for introductions, provide program literature and to qualify each of the Sourcewell participating entities on their individual needs and expectations. Jasper Holdings also employs a customer service team to facilitate any warranty claims, product returns, and accounting issues. Jasper Holding sales team which includes: Jasper Engines & Transmissions, Weller Truck Parts, Jasper Innovative Solutions and Diesel USA is widely regarded as one of the leading sales organizations in North America	*

24	Dealer network or other distribution methods.	Jasper Holdings does not utilize a dealer network or any outside distribution method as we are a manufacturer based direct selling organization. Each branch location has product inventory, company trucks for delivery. Additionally, some of our branch locations have service facilities that specialize in product installation and warranty repair. Jasper Holdings will fully service all geographic areas of the United States utilizing our 115 branch locations, company drivers and company owned medium duty delivery trucks w/lift gates. Jasper Holdings will service all Sourcewell's Canadian entities through our Northern Branch locations and ship via a local freight carrier company.	*
25	Service force.	Jasper Holdings utilizes automotive/light duty/medium duty, import and domestic service locations at the majority of our 115 branch locations nationwide. Jasper Holdings also has a contracted arrangement with another 2,500 partner Independent Garage Organizations (IGO), and OEM Dealerships to provide automotive/light duty/medium duty/heavy duty import and domestic service and repair as a service to our fleet and independent retail customers. Jasper Holdings corporate and independent contracted repair shops are ready to provide vehicle service, parts installation, and technical assistance to the Sourcewell participating entities throughout the United States.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Jasper Holdings has a customer service team that consists of 40 customer service representatives. Jasper Holdings customer service process includes: 1) Receiving the initial call from the customer 2) Creating a product/issue/warranty claim number 3) Developing a plan with the customer to resolve the situation via a replacement product or technical assistance and 4) Commitment to resolve the situation effectively and expeditiously. Jasper Holdings' response time is in direct relation to the level of assistance needed to resolve the issue. Jasper Holdings commits to full warranty coverage on all products sold, parts and service warranty coverage if applicable, technical assistance if needed and a dedicated customer service team focused on resolved any issue presented.</p> <p>Jasper Holdings also has a contracted arrangement with another 2,500 partner Independent Garage Organizations (IGO), and OEM Dealerships to provide automotive/light duty/medium duty/heavy duty import and domestic service and repair as a service to our fleet and independent retail customers. Jasper Holdings corporate and independent contracted repair shops are ready to provide vehicle service, parts installation, and technical assistance to Sourcewell participating entities throughout the United States.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Jasper Holdings' willingness to provide our products and services to Sourcewell participating entities in the United States is evident by: 1) our commitment from our Outside Sales Team to meet directly with any Sourcewell entity interested in utilizing this RFP for Automotive Parts and Supplies, 2) Our commitment from our Inside Sales Team to be available between the hours of 8:00 a.m. Eastern to 8:00 p.m. Eastern, six days a week to handle customer service related calls and assistance, 3) Our commitment of our Telemarketing Team to continually market to all Sourcewell participating entities by utilizing a "team selling" approach with the commitment to reach out to a high percentage of Sourcewell members throughout the RFP period and 4) Our commitment to put together an exclusive Sourcewell entity webpage for product availability, customer service, account information, etc.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Jasper Holdings does not currently have branch locations in Canada but are willing to service participating entities in Canada by shipping product from our branch locations closest to Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Jasper Holdings will fully service all geographic areas of the United States utilizing our 115 branch locations, company drivers and company owned medium duty delivery trucks w/lift gates. Jasper Holdings will service all Sourcewell's Canadian entities through our Northern Branch locations and ship via a local freight carrier company.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Jasper Holdings will provide service to all Sourcewell participating entities. Canada will be serviced by our inside sales team. US will be serviced by our inside sales, outside sales and telemarketing teams.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Jasper Holdings services Hawaii, Alaska, and other US Territories (including Guam) by way of our commitment to the United States Postal Service.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Jasper Holdings will employ a concentrated marketing strategy dedicated to educating Sourcewell's participating entities on the product depth and manufacturing quality of Jasper Holdings' four main companies (Jasper Engines & Transmissions, Weller Truck Parts, Jasper Innovative Solutions, and Diesel USA) product offerings. Jasper Holdings companies will act in partnership to develop a relationship with Sourcewell's participating entities by 1) Deploying our 300 Sales Representatives to introducing Jasper Holdings' product line directly to Sourcewell entities, 2) Developing a series of informational literature introducing the product breadth of all Jasper Holdings' companies and the steps for ordering, customer service or technical assistance. 3) Producing a quarterly series of direct mailing pieces for Sourcewell participating entity re-engagement 4) Jasper Holdings will entertain development of an exclusive landing page on the website dedicated to Sourcewell's participating entities. 5) Deployment team of telemarketers dedicated to reaching out to Sourcewell participating entities directly and 6) Sourcewell's RFP Award Number and Description on all four main Jasper Holdings corporate websites. 7) Sourcewell exclusive landing page (upon award) connecting all four main Jasper Holdings corporate websites.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Jasper Holdings currently operates four main organizational websites as listed in question 3. In addition to the websites, Jasper Holdings participates on the following social media platforms: Facebook, Twitter, Instagram, and LinkedIn. Our websites and the social media platforms allow for consistent information and messaging to share with when promoting career opportunities, new product launches, and announcement of new contracts or agreements if permitted.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Jasper Holdings' view of Sourcewell's role in promoting contracts would be limited to award recognition announcements and any participating entity contact information if possible. Jasper Holdings will integrate Sourcewell-awarded contract information into our outside sales process by training the 230 Outside Sales Representatives and 50 Inside Sales Representatives on the Sourcewell award and project scope. Jasper Holdings will also integrate the Sourcewell entities into our customer base by developing a Sourcewell entity exclusive informational webpage.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Jasper Holdings does not maintain an e-procurement ordering system. Jasper Holdings has worked directly with customers to interface their procurement systems into our sales systems and purchasing processes. As an example, several companies are now using COUPA, and we have developed best practices for interfacing with that platform for purchasing.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Jasper Holdings does not have pre-scheduled or pre-determined training programs. Jasper Holdings instead prefers to discuss training opportunities on an individual and case-by-case basis with customers based upon their needs. An example of this could be a fleet that continues to see failure points on specific parts/components at similar mileages or intervals. Due to Jasper Holdings' volume of product and core, we can discuss and develop best practices training for preventative maintenance or discuss alternative solutions in the form a virtual training class.
37	Describe any technological advances that your proposed products or services offer.	Depending upon the product line and opportunity, Jasper Holdings specializes in reverse engineering the inherent design flaws and common failures out of original equipment. Jasper Holdings has attached two (2) examples in which the original equipment product has been updated and improved.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As previously shared, the reduction of waste is key pillar of Jasper Holdings and remanufacturing is recycling. Please see attached for additional information related to our green initiatives.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not applicable
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Jasper Holdings does not qualify as a WMBE, SBE or veteran owned business. We do work with many companies that do qualify as these business entities and we capture Jasper Holdings spend with these companies thereby having the ability to report a Tier 2 spend. This is typically done on a quarterly basis and JASPER Holdings can provide reports on Tier 2 spend.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Jasper Holdings' unique attributes and how our group of companies are positioned within the industry is the reason why we are excited for the opportunity to support Sourcewell's RFP for Automotive Parts and Supplies.</p> <ul style="list-style-type: none"> • Jasper Holdings engines, transmissions, differentials, related components are produced at OEM or better level quality; any inherent OEM design flaws are removed through reverse engineering. • Jasper Holdings offers their own fleet of delivery trucks w/lift gates to ensure on-time delivery for superior customer service. • Jasper Holdings offers parts and labor warranties for most assemblies and parts warranties for automotive parts and supplies. • Jasper Holdings does not utilize outside distribution networks, all sales, customer service, distribution, accounting are done with company employees. • Jasper Holdings is a wholly employee-owned entity. • People choose Jasper because of: Our People, Our Commitment to Our Customers Success, and to Our Commitment to Continuous Improvement. • Jasper Holdings also has a contracted arrangement with another 2,500 partner Independent Garage Organizations (IGO), and OEM Dealerships to provide automotive/light duty/medium duty/heavy duty import and domestic service and repair as a service to our fleet and independent retail customers. Jasper Holdings corporate and independent contracted repair shops are ready to provide vehicle service, parts installation, and technical assistance to the Sourcewell participating entities throughout the United States.

Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Yes-Jasper Holdings warranties products, parts, and labor against defects in our workmanship and material in accordance with the schedules and limitations outlined within our published warranty documentation. Due to the breadth of categories offered and depth of products in each category: warranty coverage time, warranty coverage mileage, hourly labor reimbursement rate and product replacement will vary. *
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>No-Jasper Holdings warranty coverage does not impose usage restrictions or other limitations that adversely affect coverage.</p> <p>Warranty Coverage implies time or mileage limitations which does not adversely affect coverage.</p> <p>Warranty Coverage covers all normal use within the warranty period or manufacturer defect.</p> <p>Warranty Coverage reserves the right to deny warranty for abuse of any kind that falls outside of the typical intended use of the item.</p> <p>Warranty Coverage implies proper installation, OEM intended proper usage and the recommended maintenance procedures must be followed for the unit failure to be covered under warranty.</p> <p>Warranty Coverage implies proper application and installation are required in all cases. Improper maintenance can nullify the warranty in all cases.</p>
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Jasper Holdings' warranty coverage does include expense of technicians' travel time and mileage to perform warranty repairs with prior authorization. Jasper Holding's recommends using our network of 2,500 Jasper Holdings' authorized service providers across the United States to perform any authorized Jasper Holding's warranty work. When applicable, Jasper Holding's will reimburse the labor component to the Sourcewell entity if the warranty claim followed the proper warranty claim guidelines, and the entity has certified technicians that are able to perform the warranty repair. *
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Yes- There are geographic regions of the United States and Canada for which Jasper Holdings cannot provide a certified technician to perform warranty repairs. Jasper Holdings recommends the utilization of our network of 2,500 authorized service providers to perform warranty repairs. Jasper Holding's will also allow approved repair work to be completed by Sourcewell participating entities when applicable. Jasper Holding's 2,500 authorized service providers are available in the United States. Jasper Holding's will work to expand the authorized service program in Canada for the Sourcewell participating entities in Canada. Jasper Holdings does offer technical assistance via our customer service team. *
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes-Jasper Holding's components that are made by other manufacturers will be covered for warranty service in accordance with the schedules and limitations outlined in our published warranty documentation. *
47	What are your proposed exchange and return programs and policies?	<p>Replacement products, components and supplies will be made at the Jasper Holdings' factory locations within a reasonable time after notice and upon receipt of the goods deemed to be defective per the schedule and limitations of our written warranty policy.</p> <p>Return Programs and Policies:</p> <ul style="list-style-type: none"> • We accept authorized returns within 90 calendar days from the date the product was received by the original recipient. • All authorized returns must be unused and in their original packaging, including all items that were included in the original package. Returns cannot have been disassembled, installed, modified, or damaged due to incorrect installation or user error. • If your shipment arrived with a damaged or incorrect item, please repackage the item(s) in the original shipping container and refer to our Return Procedure (below). • Upon inspection of the package upon receipt, if you receive missing, damaged, or incorrect parts, please call us as soon as possible so we can assist you in processing a return for replacement or refund. We are not responsible for missing, damaged, or incorrect parts after 90 calendar days for all products, regardless of the party at fault. We are also not responsible for lost or stolen packages and all such claims must be processed through the shipping company. <p>Non-Returnable Items:</p> <ul style="list-style-type: none"> • Special orders • Custom-made products • Painted parts

		<ul style="list-style-type: none"> • Modified Parts • Electrical parts that have been plugged in or unsealed for any reason. <p>Return Procedure:</p> <ul style="list-style-type: none"> • Please call Customer Service to obtain a Return Merchandise Authorization (RMA) number. An RMA number is required to track and process your return. • You will need to call during normal business hours. (Monday to Friday from 7am to 4pm EST) • You will need your order or PO number. If you do not have your order or PO number, please provide the full name of the original purchaser and date of purchase. • All items for return must be packaged securely. Ensure that all special packaging instructions are followed to ensure that no shipping damage occurs. We will not be responsible for damaged returns resulting from inadequate packaging. <p>Shipping/Freight Charge: We are not responsible for any return shipping/freight charges unless the return is due to a manufacturer's defect or a direct result of an error on our part.</p> <p>Refund Processing: Refunds are normally processed within 48 business hours after our warehouse receives your part(s). Once the returned part(s) has/have been inspected and processed, the refund will be credited to the payment method you used to buy the item(s) you ordered. You will receive a "credit approved" e-mail the day your refund is processed. If the purchase was made with a debit or credit card, it may take an additional 1-7 business day(s) for your financial institution to reflect the credit back on your account.</p> <p>Core Returns: What is a Core Charge? Whenever you buy an aftermarket part, your purchase price may include a core charge, which is the deposit you pay for the core, or recyclable component of the part. If you return the core of your old part to us, you can get that deposit back. If your old core is in reusable condition and you wish to return it, please do the following:</p> <ul style="list-style-type: none"> • Call Customer Service and ask for an RMA number and instructions on returning your core. • Once you have an RMA number, simply mail the core back to the address provided along with a copy of your original receipt within sixty (60) days. <p>Please note that for core returns, you must use the exact same box in which your replacement part was received. Your core cannot be damaged, but only non-operational or not usable because of failure. Damaged cores will not receive credit. Fluids must be drained. The customer will be responsible for the cost of shipping the core back to FleetandAuto.com. Core charges and taxes may vary, depending on the state in which you purchased the part.</p> <p>Cancellation Policy: Cancellations may be accommodated if the order has not yet been packed or shipped. We will do our best to accommodate order cancellations, but if for any reason we are unable to do so, you may return the product. See our Return Policy for more details. You may cancel your order at any time prior to receiving our order confirmation. However, once an order has been confirmed, it is immediately processed for shipping. Therefore, no orders can be canceled after receiving our electronic Order Confirmation email.</p> <p>Restocking Fee:</p> <ul style="list-style-type: none"> • All electronic components have a 20% restocking charge if it has not been removed from the package and installed. • Jasper Holdings has the right to inspect any product on a case-by-case basis if that product does not meet the standard return policy criteria and will subject for review. 	*
48	Describe any service contract options for the items included in your proposal.	Not applicable	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30
50	Describe any leasing or financing options available for use by educational or governmental entities.	No additional leasing or financing options are available from Jasper Holdings.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Proposed order process: 1) Sourcewell participating entity contacts Jasper Holdings via phone, e-mail, or online link to exclusive landing page 2) Sourcewell participating entity identifies as Sourcewell entity and established account with Jasper Holdings 3) Jasper Holdings Inside Sales Representative works directly with Sourcewell entity to identify product needed 4) Jasper Holdings Inside Sales Representative provides Sourcewell entity with pricing, availability, and other key information requested 5) If the account is already set up, Jasper Holdings will offer the customers payment terms or provide other options for payment. Jasper Holdings does not utilize a dealer network; all sales are transacted within the Jasper Holding's corporate structure. Every Sourcewell entity that is interested in purchasing automotive parts and supplies from Jasper Holdings will need to disclose their Sourcewell affiliation PRIOR to ordering the first order. From that point on, the Sourcewell participating entity will be listed as a program participant with the account labelled with the Jasper Holdings control number assigned to Sourcewell. Sourcewell will receive a quarterly report from Jasper Holdings that will disclose: Overall Sales, Program Participation and, Sourcewell participation fee. All reports are generated and audited internally. All sales will be reported quarterly to Sourcewell.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Jasper Holdings does accept the P-Card payment process. No additional fees would apply for the use of a P-Card by the Sourcewell partnering entity.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Jasper Holdings' pricing model provides for a percentage discount range off MSRP.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Jasper Holdings' pricing model provides for a percentage discount range off MSRP by product category. Jasper Holdings reserves the right, in its sole discretion, to determine the appropriate category for a particular product. The following are the product categories and the percentage discount range off MSRP in each category.</p> <p>Sourcewell Contracted Discount Pricing off MSRP:</p> <p>Air conditioning, heating, cooling, and climate control: 15-20% off MSRP</p> <p>Alternators, starters, batteries, electrical, and ignition systems: 15-20% off MSRP</p> <p>Bearings - ball and roller: 15-20% off MSRP</p>

Belts, hoses, gaskets, and seals: 15-20% off MSRP

Brakes Assembly and related components: 15-20% off MSRP

Bumpers, body, cab, and chassis parts: 15-20% off MSRP

Emission and exhaust: 15-20% off MSRP

Engine and drive train: 4-20% off MSRP

Filters - oil, fuel, air, and transmission: 15-20% off MSRP

Oils and lubricants - regular and synthetic: 15-20% off MSRP

Pumps - fuel and water: 15-20% off MSRP

Safety and security systems: 15-20% off MSRP

Interior and exterior parts and accessories: 15-20% off MSRP

Lamps, lighting, mirrors, and wiring: 15-20% off MSRP

Pumps - fuel and water: 15-20% off MSRP

Suspension, shocks, struts, and steering: 15-20% off MSRP

Wipers and washers: 15-20% off MSRP

Heating and cooling (engine): 15-20% off MSRP

Vehicle paint and primer: N/A

Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies as described in RFP Section II. B. 1. b.: 15-20% off MSRP

Sub-Category Breakout:

Filters-Oil, fuel, air, and transmission: 15-20% off MSRP

Alternators, starters, batteries, electrical, and ignition systems: 15-20% off MSRP

Engine and drive train: 4-20% off MSRP

Gas Engine = 15-20% off MSRP

Diesel Engine = 10-13% off MSRP

Industrial Engine 10-13% off MSRP

Marine Engine = 15-20% off MSRP

Transmission (Light Duty) = 15-20% off MSRP

Transmission (Medium Duty) = 4-15% off MSRP

Transmission (Heavy Duty) = 4% off MSRP

Transfer Case = 15-20% off MSRP

Differential (Medium Duty) = 15-20% off MSRP

Differential (Heavy Duty) = 4% off MSRP

Gear Boxes = 4% off MSRP

Diesel Fuel and Air Components = 15% off MSRP

55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Jasper Holdings proposes an additional 2% discount off MSRP for Sourcewell participating entities that make at least \$50,000 in total qualifying purchases during the contract year and have demonstrated growth of at least 10% over the immediately prior contract year. A Sourcewell participating entity with no prior purchase history with Jasper Holdings will be offered the additional 2% volume discount upon achievement of at least \$50,000 in total qualifying purchases during the applicable contract year.</p> <p>Additional volume discounts are also available if Sourcewell participating entities reach higher sales volumes. Jasper Holdings will provide an additional 2% off MSRP (total of 4%) for participating entities that reach \$75,000 in total qualifying purchases during the contract year. Jasper Holdings will provide an additional 2% (total of 6%) discount off MSRP for participating entities that reach \$100,000 in total qualifying purchases during the contract year.</p> <p>It is important to note that the total dollars of all products purchased will be counted toward the overall total purchase in dollars calculation. The discount will only be available on eligible products which will not include fuel and air components and heavy-duty drive train components.</p> <p>Additional opportunities could be provided on a case-by-case basis with participating entities utilizing this agreement and purchasing more than \$200,000 in qualifying purchases during the contract year.</p> <p>At the end of each calendar year, the entity purchases will be evaluated and if the 6% discount was achieved, the entity will be provided a 4% discount immediately and progress from that point rather than transitioning back to the starting point to earn the volume each year.</p>	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Jasper Holdings will supply a quote for each request for open market or nonstandard options.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Jasper Holdings owns and manages its own fleet of delivery vehicles and does not charge for freight if products are delivered via Jasper Holdings Logistics vehicles. There are no freight charges if delivered on a JASPER owned truck in the 48 contiguous states. This would include both the delivery of the product and core pick up also. The product delivery date will be provided during the initial inquiry/purchase. If an expedited shipping option is available to and requested by the Sourcewell participating entity, the additional cost for expedited shipping will be shared with the Sourcewell participating entity and charged as an additional cost to the participating entity.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Jasper Holdings owns and manages its own fleet of delivery vehicles and does not charge for freight if products are delivered via Jasper Holdings Logistics vehicles. There are no freight charges if delivered on a JASPER owned truck in the 48 contiguous states. This would include both the delivery of the product and core pick up also. The product delivery date will be provided during the initial inquiry/purchase. If an expedited shipping option is available to and requested by the Sourcewell participating entity, the additional cost for expedited shipping will be shared with the Sourcewell participating entity and charged as an additional cost to the participating entity.	*

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Jasper Holdings currently supports customers in Alaska, Hawaii, Canada, and additional offshore location such as Puerto Rico. On the initial inquiry, the Sourcwell participating entity will be asked for the ship to location of the purchased product. Freight, shipping, and/or customs quotes will be identified and prepared by Jasper Holdings and the additional costs will be shared with the Sourcwell participating entity.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Jasper Holdings owns and manages its own fleet of delivery vehicles to better control the entire process from product production, product delivery, and core pickup.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Based upon the volume opportunity, the incentives for Sourcwell participating entities and to Sourcwell direct are better than typical offers.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	All of Jasper Holding's entities (Jasper Engines and Transmissions, Weller Truck Parts, Jasper Innovative Solutions and Diesel USA) operating system can be set up to capture specific sales/information from customers purchasing as Sourcwell entities. When an entity initiates contact and identifies themselves as a Sourcwell partnering entity, our representative will open the customer's account and ensure all pricing and account details are confirmed prior to providing price, availability, or processing and order. This is done via the use of a control # and this control # allows Jasper Holdings to identify and report on the specific unit/dollar sales as well as factor the administrative fee by invoice.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Jasper Holdings will provide Sourcwell with a 1.5% administrative fee on all qualifying product purchases pursuant to an awarded contract. Qualifying purchases are those purchases made directly by a Sourcwell partnering entity from Jasper Holdings. Jasper Holdings will calculate the administrative fee on a quarterly basis and provide payment to Sourcwell within 45 days from the end of the quarter.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Jasper Holdings detailed description of equipment, products, and service that are offered in our proposal are as follows:</p> <p>Jasper Holdings-Jasper Engines & Transmissions: Jasper has been remanufacturing quality products since 1942 and today Jasper is the nation's largest remanufacturer of gas and diesel engines, transmissions, differentials, rear axle assemblies, air and fuel components, marine engines, sterndrives, performance engines, and electric motors. Jasper Engines also manages a certified Fleet Installer Program which involves 2500 Independent Repair Shops across the United States. The Fleet Installer Program offers reduced labor rates, expedited warranty assistance, and technical assistance.</p> <p>Jasper Holdings-Jasper Innovative Solutions: Jasper Innovative Solutions (JIS) is a leading supplier of auto parts and components for fleet vehicles. JIS offers both premium aftermarket and OEM replacement parts and well as heavy duty alternatives designed in-house. JIS sources and produces parts that are no longer available from OEM suppliers.</p> <p>Jasper Holdings-Weller Truck Parts: Weller offers Heavy Duty Driveline components for on & off-Highway equipment. Weller's product line consists of; all makes of manual transmissions, automated manual transmissions, automatic transmissions, differentials, steering gears, and electronic TCU's & ECM's along with shift pads for Eaton and Allison transmissions for Class 6-8 trucks.</p> <p>Jasper Holdings-Diesel USA: Diesel USA Group has a wide variety of engine components for gas and diesel applications including...</p> <ul style="list-style-type: none"> • Automotive thru Heavy-Duty starters, alternators, CNG plugs and coils. • Automotive thru Heavy-Duty turbochargers. • Automotive thru Heavy-Duty injectors & pumps. • Racor filtration and Stanadyne additive for diesel applications. • Diesel Particulate Filters & Diesel Oxidizing Catalyst along with the sensors & diesel exhaust dosing and modules • Automotive thru Heavy-Duty EGR Coolers & EGR Valves
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Air conditioning, heating, cooling, and climate control • Alternators, starters, batteries, electrical, and ignition systems • Bearings - ball and roller • Belts, hoses, gaskets, and seals • Brakes Assembly and related components • Bumpers, body, cab, and chassis parts • Emission and exhaust • Engine and drive train Gas Engine Diesel Engine Industrial Engine Marine Engine Transmission (Light Duty) Transmission (Medium Duty) Transmission (Heavy Duty) Transfer Case Differential (Medium Duty) Differential (Heavy Duty) Gear Boxes Diesel Fuel and Air Components • Filters - oil, fuel, air, and transmission • Oils and lubricants - regular and synthetic • Pumps - fuel and water • Safety and security systems • Interior and exterior parts and accessories • Lamps, lighting, mirrors, and wiring • Pumps - fuel and water • Suspension, shocks, struts, and steering • Wipers and washers • Heating and cooling (engine) • Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies

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

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

Line Item	Category or Type	Offered *	Comments
66	Air conditioning, heating, cooling, and climate control	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jasper Innovative Solutions
67	Alternators, starters, batteries, electrical, and ignition systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jasper Innovative Solutions / Diesel USA
68	Bearings - ball and roller	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jasper Innovative Solutions
69	Belts, hoses, gaskets, and seals	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jasper Innovative Solutions
70	Brakes	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jasper Innovative Solutions
71	Bumpers, body, cab, and chassis parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jasper Innovative Solutions
72	Emission and exhaust	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jasper Innovative Solutions / Diesel USA
73	Engine and drive train	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jasper Engines & Transmissions / Weller / Diesel USA
74	Filters - oil, fuel, air, and transmission	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jasper Innovative Solutions / Diesel USA
75	Oils and lubricants - regular and synthetic	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jasper Innovative Solutions
76	Pumps - fuel and water	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jasper Innovative Solutions / Diesel USA
77	Safety and security systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jasper Innovative Solutions
78	Interior and exterior parts and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jasper Innovative Solutions
79	Lamps, lighting, mirrors, and wiring	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jasper Innovative Solutions
80	Pumps - fuel and water	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jasper Innovative Solutions / Diesel USA
81	Suspension, shocks, struts, and steering	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jasper Innovative Solutions
82	Wipers and washers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jasper Innovative Solutions
83	Heating and cooling (engine)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jasper Innovative Solutions
84	Vehicle paint and primer	<input type="radio"/> Yes <input checked="" type="radio"/> No	
85	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies as described in RFP Section II. B. 1. b.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jasper Innovative Solutions

Table 15: Industry Specific Questions

Line Item	Question	Response *
86	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.	If awarded, Jasper Holdings will be able to provide internal metrics such as: overall sales to Sourcewell participating entities, individual Sourcewell participating entity sales reports, sales to warranty comparison reviews, sales per type of unit, total number of Sourcewell entities contacted/purchasing and breadth of products purchased, etc.
87	Describe any electronic service programming subscriptions and service information provided within your proposal along with any associated costs.	Jasper Holdings uses Aces and Pies files via Optical Aftermarket parts data for proprietary automotive parts and supplies inventory search for our customers. Additionally, each Jasper Holdings entity (Jasper Engines & Transmissions, Weller Truck Parts, Jasper Innovative Solutions and Diesel USA) utilizes individual client portals to receive updated notifications on parts ordering and deliveries, product and training videos, inventory access, invoicing, core pick up instructions, etc. all free of charge.
88	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Jasper Holdings can provide detailed reports which would include information such as purchases from Sourcewell participating entities, warranty processes, fill rates, etc.
89	Describe any online parts catalog and ordering capabilities that can be provided or are included. If applicable, identify any additional costs associated with this service.	Jasper Holdings uses Aces and Pies files via Optical Aftermarket parts data for proprietary automotive parts and supplies inventory search for our customers. Additionally, each Jasper Holdings, Inc. entity (Jasper Engines & Transmissions, Weller Truck Parts, Jasper Innovative Solutions and Diesel USA) utilizes individual client portals to receive updated notifications on parts ordering and deliveries, product and training videos, inventory access, invoicing, core pick up instructions, etc. all free of charge.
90	Identify the vehicle makes for which your offered parts are used.	Jasper Holdings overall portfolio provides products for over 1,000 vehicle makes and models import and domestic, automotive/light-duty/medium-duty and commercial Class 2-8, on-road and off-road, locomotive, and marine. Examples include: Ford, Chevrolet, General Motors, Subaru, Toyota, Mercedes, BMW, International, Hino, Isuzu, Caterpillar, Dodge, etc. Weller products fit all OEM model On-Highway truck in the Class 6-8 category. As far as the Off-Highway applications, there are numerous OEM applications that Weller products are available. Wherever Allison, Eaton, ZF, Spicer, TRW, Sheppard, Saginaw, Vicker, LUK, Borg Warner, Mack, Isuzu, New Process, IHC, Meritor, Rockwell, Twin Disc, Clark, Funk, Alliance, Volvo, Dana products are used by the OEM, Weller products can be used.
91	Identify the vehicle engine types for which your products are manufactured (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	Gasoline-Domestic, Import, Marine, Airport Ground Support, Commercial Class 2-8 Diesel-Domestic, Import, On-Road, Off Road, Airport Ground Support, Commercial Class 2-8 CNG-Automotive and Industrial Propane- Automotive and Industrial Hybrid-Automotive Electric motors

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

Line Item 92. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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."
 - [Financial Strength and Stability](#) - JASPER-FINANCIALS.zip - Wednesday March 24, 2021 21:24:14
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - JASPER - PRICING EXAMPLES.pdf - Thursday March 25, 2021 06:33:17
 - [Upload Additional Document](#) - JASPER-UPDATES & SUSTAINABILITY-CITIZENSHIP GOALS.zip - Wednesday March 24, 2021 21:26:29

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to 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. - Ashley Brush, Procurement Agent, Jasper Holdings, Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Aftermarket_Vehicle_Parts_RFP_032521 Fri March 19 2021 12:55 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Aftermarket_Vehicle_Parts_RFP_032521 Thu March 11 2021 12:31 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Aftermarket_Vehicle_Parts_RFP_032521 Fri February 19 2021 04:46 PM	<input checked="" type="checkbox"/>	4
Addendum_1_Aftermarket_Vehicle_Parts_RFP_032521 Thu February 18 2021 01:56 PM	<input checked="" type="checkbox"/>	2