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City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: PSC-0447-23 Piggyback Sourcewell Contract RFP #093021-GEP with SSES, Inc. dba Southern Sewer Equipment

Requested Action/Authority:

Request approval to increase the award to SSES Inc. dba Southern Sewer Equipment by $600,000.00 to ensure sufficient funding for FY25. Period of service will remain August 29, 2023, through November 16, 2025. Total revised expenditure not to exceed amount of $1,138,246.00.

Justification/Explanation:

PSC-0447-23 Increase for FY25

Legal Contract #:	664141-23	Contract Date:	10/9/2023	Change Order/AMD #:	1	
PO/Release #:	664141-23	Bid Date:	8/29/2023	Awarded Supplier:	SSES inc., dba Southern Sewer	
Licenses Verified:	N/A	Effective Date:	09/19/2024	Basis of Award:	LPTA	
Federally Funded:	No	No. Invited:	N/A	Responses Received:	N/A	Attachments:
Solicitation:	N/A - PSC-0447 - 23			Procurement Contract #:	PO - 664141-23	
Executed By:	Office of General Counsel					

PoP:Base:	2 years	Options:	0	Extension(s):	N/A
JSEB Rec.:	Encouragement	%:	0	Bonds Waived Pursuant To:	N/A

Fund:	51102	Center:	114001	Acct:	564010	Proj:	00000000	Activity:	00000499	$	600,000.00
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 1,138,246.00	Contingent Amount:	$ 0	DMP/ODPO Amount:	$ 0

Using Agency/BU:	AFFM:FLEET_MANAGEMENT			
Concurrence:	Signed by: Preacher, Erik 9B60722B731B427...	Title:	FLEET MANAGEMENT ADMINISTRATOR	9/11/2024
Concurrence:		Title:		
Concurrence:		Title:		
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: Warchol, LeeAnn 72F42AB443D04B7...	Chief of Procurement:	Signed by: Robert Waremburg, for Dustin Freeman 4912CA1D431247A... 9/16/2024
Name:	Warchol, LeeAnn	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve:	
Members Who Disapprove:	
Other Action:	

Date:

Part 3: Final Awarding Authority Action

Action:

Date:

Signature:

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PAF Instructions

Form Type: Select the type of award from the dropdown options. This form will be used for all Procurement awards (Administrative Awards and JPAC Requests).

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action/Authority: Enter a brief description of the requested action or authority being sought. i.e.; *request permission to award to the lowest, responsive responsible bidder for ITB or award the highest ranked supplier for an RFP*.

Justification/Explanation: Enter a brief justification or explanation for the requested action. Use this box to add any additional information such as additional account strings, or other information essential for contract execution.

Legal Contract Number: Provide the existing City contract number if applicable. This will be the same number as your POA number.

Contract Date: Select the effective date for the contract using the calendar option in the form. Leave blank for contracts to become effective on the execution date.

Change Order/AMD #: Provide the applicable Change Order or Amendment number represented by this request.

Date: Enter the date of PAF submission.

Effective Date: Enter the effective date of requested authority and/or action.

Solicitation: Select the competitive procurement method used (1Cloud generated prefix), enter the 1Cloud generated numbering sequence, and 1Cloud generated fiscal year of solicitation

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA),

Procurement Contract #: This is your PO number. Select Type, Enter Number

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

Responses Received: This is the number of responses received.

No Bids Received: The number of responses received that indicated supplier would not bid.

Executed By: Select whether executed by OGC or JPAC / Chief of Procurement

PoP Base: Select the Period of Performance for the initial period.

Options: Period for each renewal period i.e. one (1) two (2) year.

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Extensions: How many extensions have we preformed after the initial base period and option periods have been completed?

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

Bonds Waived Pursuant to: Select authority allowing bonds to be waived.

Funding Source: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed the amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Amount: Enter the total Direct Materials Purchase/Owner Direct Purchase Order amount for project.

Attachments: Name any attachments included as supplemental information to the PAF.

Using Agency/BU: This should be the requesting agency/requirement owner.

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

**Any fields where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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SUBJECT: PIGGYBACK SOURCEWELL CONTRACT RFP #93021-GEP WITH SSES, INC (DBA) SOUTHERN SEWER EQUIPMENT

BID #: PSC-0447-23 **OPEN DATE:** N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DATE OF CONTRACT EXECUTION THROUGH NOVEMBER 16, 2025

AGENCY: FLEET MANAGEMENT

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Sourcewell RFP# 93021-GEP with SSES, Inc. (dba) Southern Sewer Equipment to purchase M3 Mechanical Sweeper. Estimated annual expenditure amount not-to-exceed is $538,246.00. Period of service will be from date of contract execution through November 16, 2025.

Funding Source: 51102.114001.564010.000000.00000499.00000.0000000 to be executed by formal contract agreement through the Office of General Council and processed via Purchase Order(s)

ATTACHMENTS: Recommendation Memo, Risk Management Approval, Supplier Quote, Piggyback RFP & Contract

ANALYST: _____ Corey Sidlo

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: CRIS TONGOL, CHIEF, FLEET MANAGEMENT

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 8/24/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 8/29/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Karen Bowling
Chief Administrative Officer
For: Mayo Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Docusign Envelope ID: E36828BF-2F4E-4294-A921-76FB46424463

FINANCE AND ADMINSTRATION DEPARTMENT

FLEET MANAGEMENT DIVISION

Jacksonville
Where Florida Begins.

Date: August 21, 2023

To: Dustin Freeman, Chief of Procurement Division

From: Cris Tongol, Chief of Fleet Management

Thru: Erik Preacher, Fleet Management Administrator

Re: Request Approval to Piggyback Sourcewell RFP#093021-GEP to purchase M3 Mechanical Sweeper

Fleet Management is requesting approval to piggyback Sourcewell RFP#093021-GEP to purchase M3 Mechanical Sweeper from SSES, Inc., dba Southern Sewer Equipment. SSES Inc., is the local supplier for Global Environmental Products. Period of Service is Date of Award through November 16, 2025. Estimated amount of expenditure is $538,246.00.

Funding Source: 51102.114001.564010.00000.00000499.0000000.00000

2581 Commonwealth Ave. Jacksonville, FL 32254 Phone: 904.255-7499 Fax: 904.381.4607 www.coj.net

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APPROVED
By Kevin at 2:13 pm, Aug 15, 2023

OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of Florida, Inc.
817 Beachland Blvd.
Vero Beach FL 32963

CONTACT NAME: Ann Marie Tyler
PHONE (A/C, No, Ext): (772) 231-2828 FAX (A/C, No):
E-MAIL ADDRESS: annmarie.tyler@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance Company	19682
INSURER B: Hartford Casualty Insurance Company	29424
INSURER C: Associated Industries Insurance Company, Inc.	23140
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
SSES, Inc. DBA Southern Sewer Equipment Sales
3409 Industrial 27th St
Fort Pierce FL 34946

COVERAGES CERTIFICATE NUMBER: 23-24 WC/22-23 GL/CA/ REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	21UENSV7187	09/13/2022	09/13/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] PIP $10,000.	Y	Y	21UENOL1511	09/13/2022	09/13/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Garage Liability	$ 1,000,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	21HHUQO8691	09/13/2022	09/13/2023	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	AWC1192792	03/12/2023	03/12/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Dealers Physical Damage Garagekeepers			21UENSV7187	09/13/2022	09/13/2023	Dealers Physical Limit Garagekeepers	$960,000 $600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Jacksonville its members, officials, officers, employees and agents are included as Additional Insured with regard to General Liability and Auto Liability as required by written contract. General Liability and Auto Liability coverages are Primary & Non-Contributory as required by written contract. A waiver of subrogation in favor of The City of Jacksonville its members, officials, officers, employees and agents applies to General Liability, Auto Liability and Workers Compensation as required by written contract. 30 day notice of cancellation to The City of Jacksonville applies to all policies as required by written contract.

CERTIFICATE HOLDER

The City of Jacksonville
117 W. Duval St. Suite 335
Jacksonville FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

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							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
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							BODILY INJURY (Per person)	$
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30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Global will fully serve all of North America, including the USA, Mexico, and Canada, with the assistance of our Dealer Network through this proposed contract. In addition to designing, engineering and manufacturing the most innovative, reliable and affordable street sweepers in North America, GEP sells, services and supports these products directly to house accounts or through our extensive dealer network. Through extensive training in sales and service, our dealer network is strategically located and well positioned to make available to any and all Sourcewell participating entities in the United States and Canada the products and services that GEP proudly has to offer. This includes our not only our street sweepers and the components and parts required to maintain them, but extensive training and education in the procurement of those products and ongoing operator and service training.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Global will fully serve all of North America, including the USA, Mexico, and Canada, with the assistance of our Dealer Network through this proposed contract. In addition to designing, engineering and manufacturing the most innovative, reliable and affordable street sweepers in North America, GEP sells, services and supports these products directly to house accounts or through our extensive dealer network. Through extensive training in sales and service, our dealer network is strategically located and well positioned to make available to any and all Sourcewell participating entities in the United States and Canada the products and services that GEP proudly has to offer. This includes our not only our street sweepers and the components and parts required to maintain them, but extensive training and education in the procurement of those products and ongoing operator and service training.	
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	
33	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?	None	
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	

Table 7: Marketing Plan

Line Item	Question	Response *	
35	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.	Detailed marketing plan uploaded for your review. Brochures for products in standalone folder within the same attachment	
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Also detailed in attached marketing plan Sourcewell page on www.globalsweeper.com: https://globalsweeper.com/about-us/purchasing-contracts/sourcewell-purchasing-contract	
37	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?	Sourcewell's role will be continued education, to provide marketing and collateral materials when requested - such as hard copy brochures, digital of said materials, assistance when needed through calls and web meetings for legal assistance and other benefits offered through this program that answer questions that our customers may have.	
38	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.	Not at this time	

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QUOTATION: M3 MECHANICAL SWEEPER

DATE: 8/2/2023

CUSTOMER: City of Jacksonville
DEALER: Southern Sewer
QUOTE NO.: Sourcewell Contract #093021-GEP

Terms: *30 Days Net*
FREIGHT: *Included*
UAO#

*GLOBAL M3 S*TANDARD EQUIPMENT

High Visibility Cab (Glass Entry Door included)
69 dBA In-Cab Noise Level
Dust & Weather Sealed Cab
Multi-Adjustable Suspension Seat
Tilt & Telescoping Steering Wheel
Tinted Safety Windows & Windshield
Left & Right Dual West Coast Mirrors
Windshield Wiper/Washer
Ergonomic Go Pedal
Coolant Temp, Oil Pressure & Voltmeter Gauges
Coolant, Eng Oil Pressure & Low Hyd Oil Warning Lights
Speedometer, Tachometer & Hourmeter
Fuel Level Gauge
220 gal Polyethylene Water Tank
15' Hydrant Hose with Coupling & Wrench
Gutter Broom Water Spray Jets
Pickup Broom Water Spray Jets
Low Water Level Light in Cab
Front Spray Bar
Buddy Seat
Dual Front Tires with Front Suspension
Electrical Systems Locker
Engine Grid Heater
Manual Safety Props
PM10 High Quality PUB (Pick Up Broom)

5.6 cu yd Hopper (Volumetric)
Hopper Dump Alarm
47" dia Gutter Brooms
In-Cab Gutter Broom Pressure Adjustment
Tuf-Grip Disposable Gutter Broom Segments
32" x 56.5" Tube Type Pickup Broom
58" Wide Squeegee Type Elevator
Cab Controlled Elevator Leafgate System
LED Gutter Broom Spotlights
Sealed Beam Headlights
Stop/Tail Lights, Clearance Lights
Two 18 gal Hydraulic Oil Tanks
Hydraulic Manifolds in LH Fender
12.5' Turning Radius with Front Suspension
120 amp Heavy-Duty Alternator
All Sheet Metal Surfaces Primer Powder Coated
Sheet Metal Surfaces Powder Coated
Fender Mounted Tool Box
Isolated Elevator System (Elevator Suspension)
Front & Rear Tie Downs with Tow Hooks
1 Sweeper Service Manual in English
1 Sweeper Parts Manual in English
1 Sweeper Operator Manual in English
Ergo Switch Standard
Rear View Camera Standard

QTY	DESCRIPTION	List Price	CONTRACT PRICE
1	GLOBAL M3 SWEEPER, Cummins Tier 4 Final, 130 HP QSF 3.8L, High Dump, Hydrostatic Drive, Dual Gutter Broom, A/C, Standard ERGO Sweeping Controls, In - Cab Leaf Gate.	$256,330	$244,124

***** Powder Coated Paint - White W/ Gray Frame *****

AVAILABLE OPTIONS:

QTY	PT NO.	DESCRIPTION	List Price	Contract Price
1	K323150	Elevator & Hopper Flusher	$1,399	$1,333
1	K247012	GB Tilt, Right Single	$2,850	$2,714

All prices are valid for 30 days.

Payment is strictly 30 days net. Late payment penalty 1% per month or part thereof.

Form GS-47.doc Rev: C 02/25/2013

5405 Industrial Parkway
San Bernardino, CA 92407
Tel : 1 (909) 713-1600
Fax : 1 (909) 713-1613

www.globalsweeper.com

GLOBAL ENVIRONMENTAL PRODUCTS

Docusign Envelope ID: E36828BF-2F4E-4294-A921-76FB46424463

Jenny Mitchem
Office Manager
Southern Sewer Equipment Sales
800-782-4134
jenny@southernsewer.com

Docusign Envelope ID: E36828BF-2F4E-4294-A921-76FB46424463

QUOTATION: M3 MECHANICAL SWEEPER

DATE: 8/2/2023

CUSTOMER: City of Jacksonville
DEALER: Southern Sewer
QUOTE NO.: Sourcewell Contract #093021-GEP

Terms: *30 Days Net*
FREIGHT: *Included*
UAO#

AVAILABLE OPTIONS (continued):

QTY	PT NO.	DESCRIPTION	List Price	Contract Price
1	K325256	AM/FM Radio w/ CD	$614	$585
1	K318806	Seat, High Back, Air	$1,263	$1,203
1	K247172	Heated & Remote Controlled Mirrors with Heavy Duty Brackets	$2,048	$1,951
1	K325221	Arrowstick (LED)	$2,048	$1,951
1	K302224	Fire Extinguisher	$341	$324
1	NPN	Hopper Raise/Lower - Rear Fender Upgrade	$313	$298
1	328100	Automatic Safety Props	$4,526	$4,310
1	302193	GB Plate - Bolt On	$352	$335
1	248537	Autolube - Full System M3	$7,438	$7,084
1	316609	In-Cab Water Tank Gauge	$549	$523
1	326517	Battery Master Shutoff	$329	$314
1	320886	Extended Dock Bumpers (Qty. 2)	$549	$523
		Unpublished Options:		
1	334530	Upgrade to LED Headlights	$680	$646
1	318717	Air Restriction Indicator in Cab	$653	$620
1	316586	Transmission Temp. Gauge	$300	$285
		TOTAL:		**$269,123.00**

All prices are valid for 30 days.

Payment is strictly 30 days net. Late payment penalty 1% per month or part thereof.

Form GS-47.doc Rev: C 02/25/2013

5405 Industrial Parkway
San Bernardino, CA 92407
Tel : 1 (909) 713-1600
Fax : 1 (909) 713-1613

www.globalsweeper.com

GLOBAL ENVIRONMENTAL PRODUCTS

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Sourcewell

Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Global Environmental Products, Inc., 5405 Industrial Parkway, San Bernardino, CA 92407 (Supplier).

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

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

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this 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 party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License*. During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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

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

4. As applicable, Supplier 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 Supplier 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

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14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier 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 Supplier'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 Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139DD6489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/15/2021 | 11:25 AM CST

Global Environmental Products, Inc.

DocuSigned by:
Chad Bormann
312C4683C5E642F...
By: _____
Chad Bormann
Title: Vice President/Director of Sales
Date: 11/15/2021 | 11:07 AM CST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 11/15/2021 | 1:55 PM CST

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RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name:	Global Environmental Products, Inc
Address:	5405 Industrial Parkway San Bernardino , CA 92407
Contact:	Chad Bormann
Email:	cbormann@globalsweeper.com
Phone:	850-377-4926
Fax:	909-713-1613
HST#:	45-0647559

Submission Details

Created On:	Tuesday September 21, 2021 12:35:15
Submitted On:	Monday September 27, 2021 08:10:32
Submitted By:	Chad Bormann
Email:	cbormann@globalsweeper.com
Transaction #:	cfad1fe7-906a-4e28-8239-922e71271eca
Submitter's IP Address:	75.162.79.141

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Global Environmental Products, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Karcher Municipal GmbH Holder Tractors Inc
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Global Sweeping Solutions, Inc
4	Proposer Physical Address:	5405 Industrial Parkway San Bernardino, CA 92407
5	Proposer website address (or addresses):	www.globalsweeper.com
6	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):	Chad Bormann Vice President/ Director of Sales 5405 Industrial Parkway, San Bernardino, CA 92407 cbormann@globalsweeper.com Office: 909-713-1600 Mobile: 850-377-4926
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Bormann Vice President/ Director of Sales 5405 Industrial Parkway, San Bernardino, CA 92407 cbormann@globalsweeper.com Office: 909-713-1600 Mobile: 850-377-4926
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Naomi Thompson Operations Manager 5405 Industrial Parkway San Bernardino, CA 92407 nthompson@globalsweeper.com Office: 909-713-1601 Mobile: 909-631-8855

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	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.	Global Environmental Products, Inc. was founded in April of 2011 in San Bernardino, CA. We are the leading manufacturer of Purpose built street sweepers, offering the worlds only Diesel Electric Hybrid Sweeper, Zero Emission Fuel Cell Sweeper as well as Class 6 and Class 7 Fully Electric Sweepers. Global participates in all markets of the sweeper business offering Purpose built and Commercial truck mounted mechanical, regenerative air and vacuum sweepers. The origins of the company date back to 1947, originally the Wayne Sweeper Company based in Pomona, CA. Global employees approximately 80 individuals, with many key employees having 25 plus years of experience with the sweepers produced. Global finished 2020 with an $46M in sales. Our core values include designing and producing street sweepers for all markets, that are reliable, affordable and innovative. We focus heavily on the future and cutting edge "Green" Technologies such as fully Electric Plug In, Diesel Electric Hybrid and Hydrogen Fuel Cells street sweepers that will reduce the "Carbon Footprint" and reduce emissions of our customers. We pursue excellence through dedication to the products and services we provide and support, through our employees and their skills and knowledge, and the relationships we uphold with our dealers and customers.
10	What are your company's expectations in the event of an award?	In the event of an award, we will work with Sourcewell for continued support and assistance through education of our Dealer Network and Global sales team. Attendance of Sourcewell Universities will be strongly encouraged to our Dealers and sales personnel. We will continue to grow our annual sales through utilization of the Sourcewell Contract, as we have done each year since 2017. We will represent both our company and Sourcewell with the highest of standards, and will market and promote all to our best abilities. We expect a very active 2022 and moving forward as Governmental purchasing recovers from the Covid 19 pandemic. To begin, we anticipate an estimated $1.6M order from Washington DC for 3 electric sweepers, utilizing the Sourcewell contract. In addition, Global is increasing our product offering this term through partnership to address the "compact" sweeper market. Said product offering will be serviced and supported by Global and our Dealer Network. This partnership will increase the scale our target market and will utilize the benefits provided by/ through Sourcewell.
11	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 review the attached folder under the financial strength and stability folder. Folder contains 2020 Profit and Loss Statement, Citizens Bank, Tab Bank referral letter, Dun and Bradstreet standing
12	What is your US market share for the solutions that you are proposing?	With Global Sweepers holding steady at roughly 200 street sweepers produced and sold annually, our estimated market share in the United States is approximately 15%, based on municipal populations of 10,000 and greater.
13	What is your Canadian market share for the solutions that you are proposing?	Global estimates a 5-7% market share throughout Canada, reflecting a stronger presence in Western Canada, primarily in the Provinces of BC, AB, and SK. With new representation in ON and the Atlantic Maritimes, primarily focusing on electric equipment, we project slow but steady growth throughout ON and QC over the next 5 years.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
15	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?	Global Environmental Products, Inc. is a street sweeper manufacturer. Global works with a dealer network consisting of 32 dealers that cover the entire United States and Canada. All sales representatives are employees of a third party, aside from Global's 5 Regional Sales Managers.
16	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.	Global retains a Vehicle Manufacturer's License issued by the State of California DMV, as we manufacture our own purpose built chassis. Global retains a Vehicle Dealer License issued by the State of California DMV, as we handle direct sales to California Department of Transportation and New York Sanitation. All other licenses are held by our local dealers throughout North America. Global Environmental Products, Inc is an ISO 9001:2015 Certified Manufacturer. NOTE: All licenses, certificates attached in Misc. Folder
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NONE

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Global is leading all sweeper manufacturers worldwide with our EV Technology at a Class 7 Level. DSNY - The City of New York Dept. of Sanitation: https://www1.nyc.gov/assets/dsny/site/resources/press-releases/clean-streets-clean-air-new-york-city-department-of-sanitation-unveils-first-of-its-kind-all-electric-street-sweeper
19	What percentage of your sales are to the governmental sector in the past three years	95% +
20	What percentage of your sales are to the education sector in the past three years	1%
21	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?	Sourcewell - 2018-21 YTD Reported: $5,110,466.00 Sourcewell - Orders in in 2021 - not yet reported for Q3: $1.6M (City of Denver - M4EV, Colorado DOT - 2 X M4EV) HGAC - 2018-21 YTD Reported: $969,566.00
22	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?	GSA - $391,577.00

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Sacramento, CA	Mark Stevens	916-808-5869
City of Hanford, CA	Tommy Bettencourt	559-585-2554
City of Fort Collins, CO	Jake Rector - Senior Buyer	970-221-6776

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Sacramento	Government	California - CA	Supply Regenerative Air Sweepers	$309,500	$1,547,500
NYDS	Government	New York - NY	Supply Sweepers and Parts	Multiple	$49,604,995
Colorado DOT	Government	Colorado - CO	Supply Electric Sweepers	$550,000	$1.2M
INDOT	Government	Indiana - IN	Supply Mechanical Sweepers	$300,000 X 8	$2.4M
California DOT	Government	California - CA	Parts, Equipment, Service	Multiple	$3.162M

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 *
25	Sales force.	Please see all supporting documentation in "Marketing" Section in folder labeled Sales and Service Nationwide
26	Dealer network or other distribution methods.	Please see all supporting documentation in "Marketing" Section in folder labeled Sales and Service Nationwide
27	Service force.	Please see all supporting documentation in "Marketing" Section in folder labeled Sales and Service Nationwide

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Global will utilize a Business- Government order process. 1. Customer will communicate with Global Environmental Products, Inc OR their local Dealer regarding Sourcewell Contract Purchasing 2. If the customer is already a Sourcewell member, Global or the local Dealer will proceed a. If the customer is not already a member, we will assist the agency with becoming a member 3. The local Dealer will assist with specifications and pricing, with exception to Global Direct accounts such as New York, Caltrans, etc., in which case Global will assist with providing this information 4. Final quotation will be generated and submitted to the Local Public Agency, including freight to the end user 5. The end user accepts the quotation and moves forward with issuing a Purchase Order to either their Local Dealer or directly to Global Environmental Products, Inc 6. If Purchase order was received by the local Dealer, they in turn issue a Purchase order to Global Environmental Products, Inc. 7. Machine will be built and delivered to end user. 8. If Dealer receives PO, they will submit a copy of their Dealer to End User invoice to Global Environmental Products, Inc. 9. Global adds the purchase to their quarterly report. Global makes all quarterly report payments to Sourcewell regardless of if the PO was received by the local Dealer or by Global Environmental Products, Inc.
29	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.	Please see attached "Distributor Policies and Procedures" Booklet, attached within our "Warranty" folder. GEP views excellent customer service as a most critical component of the manufacturer/dealer/customer relationship. GEP believes strongly that a good product will sell itself the first time, but excellent customer service is what leads to repeat business and growth. Upon the initial sale of a Global street sweeper we thank the customer for the opportunity to meet their street cleaning needs. Part of that opportunity is the ability at that point to prove that our customer service is second to none. The primary contacts for customer service are our partners on the dealership level. The five (5) Regional Sales Managers (RSM) at GEP work closely on a continuous basis to educate our dealers on all aspects of Global street sweepers. This training is done at national meetings, regional meeting and through personal visits that occur throughout the year, on site at our dealers locations. The GEP RSMs assist dealers with demonstrating equipment to the customer, listening to the customer's needs and assisting with specification review to ensure the customer is buying the proper equipment to best suit the applications. From there the RSMs work to build budget numbers if necessary or a formal quote and walk them through the procurement process. All dealers are required to have their service technicians factory trained with at the GEP factory or at the dealership by a Global factory service technician. Prior to delivery of a GEP street sweeper, dealers go through an extensive Pre Delivery Inspection process that is an integral part of that training. Putting a Global street sweeper in service with the customer involves a full day of mechanics training and a full day of operator training. These training sessions include, but are not limited to: * Pre trip inspection of sweeper * Daily maintenance and adjustments * Weekly maintenance and adjustments * Review of common wear items and schedule of replacement * Review of Preventative Maintenance work and schedule of recommended PMs * Safety procedures for performing work on the sweeper * Safety procedures for operating the street sweepers * Walk around and review of function of all standard and optional features on sweeper * Best sweeping practices * In cab adjustments to ensure optimal sweeping in varying conditions * Debris dumping procedures * Sweeper cleaning * Daily greasing As often times customer's personnel change over, GEP offers additional training throughout the ownership of the sweeper, free of charge. All GEP dealers are required to stock a recommended quantity and appropriate selection of parts to service the sweepers in their respective territories. GEP offers yearly service schools, organized through our local dealer dealer network, to continue to educate our customer's service technicians. GEP and the dealer offer parts at a discounted price to incentives customers to attend these service schools helping to ensure that they not only have the knowledge to keep their machines running properly, but the components needed. GEP has parts repositories at the factory in California and at the GEP service center in the Bronx, NY. This inventory of spare parts designed to back up the dealer networks stock of parts averages $9M/month. GEP has East coast and West coast Service Technicians available by phone to support the dealer network, or if necessary, the customer directly from 7:00am EST through 6:00pm PST. If an in-person service response is required to repair a customer's sweeper, the goal of every GEP dealer is 24 - 36 hours for both technician and required components to be on site for repair. In rare instances where a customer's sweeper may be in operable for an extended period of time, GEP will work with the local dealer to assist procuring a comparable GEP loaner while repairs are being made. Between dealer demo units, dealer rental units and GEP factory demo units, there are on average 50 units across North America to draw upon.

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Table 8: Value-Added Attributes

Line Item	Question	Response *
39	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.	Global offers full sales, product comparison, product delivery, startup, and service follow up training as a standard feature/ benefit for our products to our customers. We offer scheduled regional service schools for all customers as well as an "open door" policy at our factory in San Bernardino, CA. No cost applies for training or schools. Our service and parts managers of over 30+ years experience with our products perform the training.
40	Describe any technological advances that your proposed products or services offer.	Global is leading the industry with our EV/ Fuel Cell sweepers and technology at a Class 7 level. Benefits are reduced fuel consumption, reduction in carbon footprint and Greenhouse Gas Emissions. We manufacture the world's only Class 7 full EV sweeper, as well has hydrogen fuel cell and diesel/ electric hybrid. Global manufactures the only 3-wheeled regenerative air sweeper that provides the customer with regen air performance in a package that utilizes a 12.5' turning radius. Global's purpose built design offers "one stop shop" service to our end users as our sweepers are built with a single engine and the chassis is built in house by Global. Benefits experienced through this today include quick delivery as we are not at the mercy of a third party chassis manufacturer. Global meets Buy American Requirements
41	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.	Global is leading the industry with our EV/ Fuel Cell sweepers and technology at a Class 7 level. Benefits are reduced fuel consumption, reduction in carbon footprint and Greenhouse Gas Emissions. We manufacture the world's only Class 7 full EV sweeper, as well has hydrogen fuel cell and diesel/ electric hybrid.
42	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.	PM-10 Certification through SCAQMD Cummins CNG engine certification for use in Global sweepers
43	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.	None
44	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?	Global meets Buy American Requirements with our purpose built equipment. Global is leading the industry with our EV/ Fuel Cell sweepers and technology at a Class 7 level. Benefits are reduced fuel consumption, reduction in carbon footprint and Greenhouse Gas Emissions. We manufacture the world's only Class 7 full EV sweeper, as well has hydrogen fuel cell and diesel/ electric hybrid. Global manufactures the only 3-wheeled regenerative air sweeper that provides the customer with regen air performance in a package that utilizes a 12.5' turning radius. Global's purpose built design offers "one stop shop" service to our end users as our sweepers are built with a single engine and the chassis is built in house by Global. Benefits experienced through this today include quick delivery as we are not at the mercy of a third party chassis manufacturer. We are offering one of the largest ranges of product in comparison to other sweeper manufacturers which provide solutions to Sourcewell Member's applications and needs.

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 *
45	Do your warranties cover all products, parts, and labor?	All materials and labor are covered as described in Manufacturer Warranty Statements as attached
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Standard warranty is subject to 1 year/ 1200 hours, whichever comes first as described in Manufacturer Warrant Statements. Extended warranties for parts and/ or labor are available for a variety of terms and hours.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our warranties cover the expense of technicians mileage to perform warranty repairs but not time of travel. All described in our attached Distributor Policies and Procedures booklet.
48	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?	We have the facilities and technicians available to perform warranty throughout the entire United States and Canada.
49	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?	Warranties will be passed on to the original equipment manufacturer.
50	What are your proposed exchange and return programs and policies?	Our dealer network accepts trade-ins for new equipment. Value can be discussed with a member and their local dealer/ Global rep. With warranty provided combined with a member's ability to see a piece of equipment operate in their area, the need for returning or exchanging a product does not typically apply.
51	Describe any service contract options for the items included in your proposal.	Our dealer network offers tailored "service contracts" as a purchased item as required by the Sourcewell Member.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30 Accepted Payment Methods: Check, ACH, Wire Transfer, Credit Card
53	Describe any leasing or financing options available for use by educational or governmental entities.	A variety of leasing programs are available and typically offered by the Sourcewell Members local dealer. This includes standard leases as well as leases with different purchase options at the end of the term such as a Fair Market Value Lease. Rates and Terms can vary and be tailored to the members needs and based on their application. Global and our Dealer Network are very involved with National Cooperative Leasing and our rep - Jake Ost.
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Examples provided in attachment: Quotation Form - Including terms, etc. Warranty Registration Form Order Confirmation Form
55	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?	Not at this time.

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 *
56	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.	Global Environmental Products, Inc is offering percentage discounts from our List prices. For all equipment in this RFP, the discount equates to 5% off list price. Sourcewell's discount is visible and labeled as "Contract Price" in a column on each price sheet next to "List Price". Each model offered is represented on its own - stand alone price sheet. Price sheets note that freight is in addition - FOB: Factory location. In all cases, we shop for the best, most competitive freight offered at the time the machine is ready to ship. Freight price will never exceed what is quoted at the time the quotation is offered to the Sourcewell Member. For this proposal, we have also added a third column that reflects Canadian pricing. Labeled "CAD Contract Price", it reflects a conversion rate of $1.35 : $1, and at time of quotation, can be adjusted to the current exchange rate at that time, staying below published ceiling pricing.
57	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.	For all Global equipment utilized by Sourcewell and its members, the discount is 5% from current list price.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity discounts may apply when a large quantity of machines is being purchased at one time. Discount will be discussed on a case by case occurrence.
59	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.	Items such as Truck chassis utilized in production of the V6 Sweeper model will be passed through at cost.
60	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.	Freight to the Sourcewell Member is not included in this proposal. The local Dealer will provide a freight charge to the Sourcewell Member on each quotation.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	At the time the quotation is provided to the customer, a freight charge will be included and visible, based upon the estimate provided by the shipping broker at that time. The cost of freight will never exceed the estimate, and if prices increase above what is provided in the quotation, Global will absorb the difference.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	At the time the quotation is provided to the customer, a freight charge will be included and visible, based upon the estimate provided by the shipping broker at that time. This will be gathered by our local Global Dealer that covers/ supports AK, HI, and Canada. This price will include fees from customs broker, cargo freight, freight to and from the local port, etc. The cost of freight will never exceed the estimate, and if prices increase above what is provided in the quotation, Global will absorb the difference.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All Sourcewell quotations are reviewed by the Global Sourcewell rep before being submitted to the Dealer or Sourcewell Member. At the end of each quarter, a spreadsheet for each unit shipped and invoiced by Global for that quarter is sent to the Global Sourcewell representative for review. Each shipment is gone through item by item with the local dealer that the sweeper was sold to. All Sourcewell deals are identified and PO and sale price to the end user are gathered by the Global Sourcewell rep. This paperwork along with the equipment warranty registration document collected from the dealer is used as an accounting tool and in our audit process. Global provides training sessions to our dealers to educate them on proper use and promotion of Sourcewell.
66	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.	Global manages unit sales of an estimated 150 machines sold annually by our dealer network. This number is easily managed and the number of units sold through the Sourcewell contract very visible for tracking success with the contract. The trend of our current contract continues to grow and increase annually.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Global is proposing a 1.5% administrative fee to be paid to Sourcewell when reporting sales for each quarter.

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Global Environmental Products, Inc produces and distributes mechanical, regenerative air, vacuum, and compact sweepers. Global has developed and is producing EV, Hybrid, and Hydrogen Fuel Cell street sweepers. With the exception of a few house accounts, we sell through our dealer network throughout North America. We provide the sales support, service, and spare parts for all products offered. Please see all attached located in "Misc Documents" Folder within Additional Uploaded Documents
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	1. Purpose Built Chassis 2. Single Engine 3. Diesel/ Combustion Engine Models - V6, M3, M4, M4HSD, R3 Air, R4 Air, Holder x45i, S Series, C70 Series, MC130, MC250, MCM600 4. Electric Vehicle Models - M3EV, M4EV, R3Air EV, R4Air EV 5. Diesel/ Electric Hybrid Models - M3 Diesel Electric Hybrid, M4 Diesel Electric Hybrid 6. Hydrogen Fuel Cell Models - M4 ZE - Hydrogen Fuel Cell 7. Compact Sweepers Models - Holder x45i, C70, S Series, MC130, MC250

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
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	(•) Yes ( ) No	All equipment offered falls in this category
71	Runway sweeping and cleaning equipment	( ) Yes (•) No	N/A
72	Litter, trash, and debris vacuums	( ) Yes (•) No	N/A
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	( ) Yes (•) No	N/A

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Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. 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."

- Pricing - Global Sourcewell Pricelists PDF - 2022.zip - Wednesday September 22, 2021 13:18:41
- Financial Strength and Stability - Financials.zip - Thursday September 23, 2021 10:00:52
- Marketing Plan/Samples - Sales and Service Nationwide (Marketing Plan Included).zip - Monday September 27, 2021 07:59:02
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty.zip - Wednesday September 22, 2021 15:40:06
- Standard Transaction Document Samples - Standard Transaction Documents.zip - Thursday September 23, 2021 13:44:09
- Upload Additional Document - Misc. Documents.zip - Thursday September 23, 2021 16:31:25

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chad Bormann, Vice President/ Director of Sales, Global Environmental Products, Inc

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

○ Yes ○ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	☑	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	☑	2

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AMENDMENT #1
TO
CONTRACT #093021-GEP

THIS AMENDMENT is made effective upon the date of the last signature below by and between **Sourcewell** and **Global Environmental Products, Inc.** (Supplier).

Supplier was awarded a Sourcewell Contract for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies, effective November 15, 2021, through November 16, 2025, relating to the provision of services by Supplier to Sourcewell and its Members (Contract).

The parties wish to amend the contract as follows: 18. Insurance, Subsection A. Requirements, Item 5. Network Security and Privacy Liability Insurance, of the Contract, is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

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

Title: Director of Operations & Procurement/CPO

Date: 2/16/2022 | 1:28 PM CST

Global Environmental Products, Inc.

DocuSigned by:
By: Chad Bo
B636866142E84DE...
Chad Bo

Title: VP

Date: 2/16/2022 | 10:44 AM PST

Sourcewell

DocuSigned by:
By: Chad Coauette
7E428BF817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 2/16/2022 | 1:32 PM CST

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664141-23

AGREEMENT
(UTILIZING SOURCEWELL CONTRACT RFP #093021-GEP)
BETWEEN
CITY OF JACKSONVILLE
AND
SSES, INC. d/b/a SOUTHERN SEWER EQUIPMENT SALES
FOR
PURCHASE OF M3 MECHANICAL SWEEPER

THIS AGREEMENT for the purchase of M3 Mechanical Sweeper (the "Sweeper") is made and entered into in duplicate effective as of the 9 day of October, 2023 (hereinafter the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (hereinafter the "City"), and **SSES, INC.**, a Florida profit corporation d/b/a **SOUTHERN SEWER EQUIPMENT SALES**, with principal office at 3409 Industrial 27th Street, Fort Pierce, Florida 34946 (hereinafter the "Contractor").

RECITALS:

WHEREAS, effective November 15, 2021, Contractor entered into Sourcewell Contract RFP No. 093021-GEP with Sourcewell (hereinafter the "Sourcewell Contract"), attached hereto as **Exhibit A** and incorporated herein by this reference, for procurement of the Sweeper; and

WHEREAS, said Sourcewell Contract is in full force and effect until November 16, 2025, and has been competitively procured and awarded by Sourcewell as contracting authority according to law; and

WHEREAS, the Jacksonville Procurement Code, more particularly Section 126.211, *Ordinance Code*, authorizes and allows departments and agencies of City to use *inter alia* contracts of other governmental entities which have been competitively procured and awarded; and

WHEREAS, the Sourcewell Contract is broad enough to allow City to procure the Sweeper and Contractor has agreed to allow City to use the Sourcewell Contract; and

WHEREAS, it is in the best interests of the parties to use the Sourcewell Contract for procurement of the Sweeper and to add those contractual provisions City is required to use by ordinance or policy; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

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ARTICLE 1: Incorporation of Recitals

The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

ARTICLE 2: Engagement of Contractor

City hereby engages Contractor and Contractor hereby accepts said engagement for the purpose of providing to City the Sweeper according to the provisions of the Sourcewell Contract and its exhibits, amendments, equipment descriptions, and quotations. The provisions, terms, and conditions of the Sourcewell Contract shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the Sourcewell Contract shall be resolved in favor of this Agreement but only to the extent of any conflict.

ARTICLE 3: Coordination and Services Provided by City

City shall designate for the procurement of the Sweeper a Project Coordinator who will on behalf of City coordinate with Contractor and administer this Agreement according to the terms and conditions contained herein and in the exhibits attached hereto and made a part hereof. It shall be the responsibility of Contractor to coordinate procurement of the Sweeper with the designated Project Coordinator. City's designated Project Coordinator shall be David Hylazewski ; DavidHY@coj.net).

ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities

The term of this Agreement shall commence on the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through November 16, 2025, unless sooner terminated as provided in **Exhibit A**. During said period of time, the Sweeper pricing provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to procure the same at the contract prices provided herein.

ARTICLE 5: Payments for Services of Contractor

5.1 City will compensate Contractor for the Sweeper purchased hereunder in accordance with purchase orders issued and used by the City of Jacksonville Procurement Division; provided however, payment invoices shall be sent to the authorized City representative as specified in said purchase order or other subsequent written instrument signed by City's Project Coordinator.

5.2 Notwithstanding any contrary provision in **Exhibit A**, the maximum indebtedness of City for all fees, reimbursable items, or other costs for the Sweeper rented or sold by Contractor to City pursuant to this Agreement shall not exceed the sum of FIVE HUNDRED THIRTY-EIGHT THOUSAND TWO HUNDRED FORTY-SIX AND 00/100 DOLLARS ($538,246.00).

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ARTICLE 6: Notice

Notice to City under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

David Hylazewski, Contract Manager
City of Jacksonville, Fleet Management Division
2581 Commonwealth Avenue
Jacksonville, Florida 32254

Dustin Freeman, Chief
Procurement Division
214 North Hogan Street, 8th Floor
Jacksonville, Florida 32202

Notice to Contractor under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Drew Denmon
SSES, Inc.
3409 Industrial 27th Street
Fort Pierce, Florida 34946

ARTICLE 7: Indemnity

Contractor shall indemnify City as set forth in **Exhibit B**.

ARTICLE 8: Insurance

Contractor shall procure and maintain the insurance coverages set forth in **Exhibit C**.

ARTICLE 9: Laws, Ordinances, Rules, and Regulations

As required by Section 126.108(b), *Ordinance Code*, in the sale of the Sweeper, Contractor must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to the purchases contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Article 9 shall be incorporated into and become a part of the subcontract.

ARTICLE 10: Nondiscrimination

Contractor represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination and nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfer, layoff, recall, termination, working conditions, and related terms and conditions of employment. Contractor agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations

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Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided, however, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the Effective Date. Contractor agrees that if any of the services to be provided pursuant to this Contract are to be performed by a subcontractor, the provisions of this Article 10 shall be incorporated into and become a part of the subcontract.

ARTICLE 11: Conflict of Interest

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with City, to the extent the parties are aware of the same.

ARTICLE 12: Governing State Law/Severability/Venue

The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

ARTICLE 13: Counterparts

The parties agree that for the execution of this Agreement, time is of the essence. Therefore, this Agreement and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile ("fax") transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

[Remainder of page left blank intentionally. Signature page follows immediately.]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

WITNESS:

By _____
Signature

_____
Type/Print Name

_____
Title

CITY OF JACKSONVILLE:

By _____
Donna Deegan
Mayor

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

SSES, INC. d/b/a SOUTHERN SEWER EQUIPMENT SALES

By _____
Signature

Drew Denmon
Type/Print Name

President
Title

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Encumbrance and funding information for internal City use:

Account: 51102.114001.564010.000000.00000499.00000.0000000
Amount: $538,246.00

TOTAL MAXIMUM INDEBTEDNESS: $538,246.00

The above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequently issued purchase order, as specified in said Contract.

Anna L Brosche
Director of Finance
City Contract No. 664141-23

Form Approve:

James R McCain, Jr.
Office of General Counsel

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EXHIBIT A

SOURCEWELL CONTRACT RFP NO. 093021-GEP

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Sourcewell

Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Global Environmental Products, Inc., 5405 Industrial Parkway, San Bernardino, CA 92407 (Supplier).

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

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

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this 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 party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License*. During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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

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

4. As applicable, Supplier 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 Supplier 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

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14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier 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 Supplier'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 Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A130D06489

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 11/15/2021 | 11:25 AM CST

Global Environmental Products, Inc.

DocuSigned by:
Chad Bormann
312C4683C5E642F...

By: _____
Chad Bormann
Title: Vice President/Director of Sales

Date: 11/15/2021 | 11:07 AM CST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A84CC...

By: _____
Chad Coauette
Title: Executive Director/CEO

Date: 11/15/2021 | 1:55 PM CST

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RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name:	Global Environmental Products, Inc
Address:	5405 Industrial Parkway San Bernardino , CA 92407
Contact:	Chad Bormann
Email:	cbormann@globalsweeper.com
Phone:	850-377-4926
Fax:	909-713-1613
HST#:	45-0647559

Submission Details

Created On:	Tuesday September 21, 2021 12:35:15
Submitted On:	Monday September 27, 2021 08:10:32
Submitted By:	Chad Bormann
Email:	cbormann@globalsweeper.com
Transaction #:	cfad1fe7-906a-4e28-8239-922e71271eca
Submitter's IP Address:	75.162.79.141

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Global Environmental Products, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Karcher Municipal GmbH Holder Tractors Inc
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Global Sweeping Solutions, Inc
4	Proposer Physical Address:	5405 Industrial Parkway San Bernardino, CA 92407
5	Proposer website address (or addresses):	www.globalsweeper.com
6	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):	Chad Bormann Vice President/ Director of Sales 5405 Industrial Parkway, San Bernardino, CA 92407 cbormann@globalsweeper.com Office: 909-713-1600 Mobile: 850-377-4926
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Bormann Vice President/ Director of Sales 5405 Industrial Parkway, San Bernardino, CA 92407 cbormann@globalsweeper.com Office: 909-713-1600 Mobile: 850-377-4926
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Naomi Thompson Operations Manager 5405 Industrial Parkway San Bernardino, CA 92407 nthompson@globalsweeper.com Office: 909-713-1601 Mobile: 909-631-8855

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	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.	Global Environmental Products, Inc. was founded in April of 2011 in San Bernardino, CA. We are the leading manufacturer of Purpose built street sweepers, offering the worlds only Diesel Electric Hybrid Sweeper, Zero Emission Fuel Cell Sweeper as well as Class 6 and Class 7 Fully Electric Sweepers. Global participates in all markets of the sweeper business offering Purpose built and Commercial truck mounted mechanical, regenerative air and vacuum sweepers. The origins of the company date back to 1947, originally the Wayne Sweeper Company based in Pomona, CA. Global employees approximately 80 individuals, with many key employees having 25 plus years of experience with the sweepers produced. Global finished 2020 with an $46M in sales. Our core values include designing and producing street sweepers for all markets, that are reliable, affordable and innovative. We focus heavily on the future and cutting edge "Green" Technologies such as fully Electric Plug In, Diesel Electric Hybrid and Hydrogen Fuel Cells street sweepers that will reduce the "Carbon Footprint" and reduce emissions of our customers. We pursue excellence through dedication to the products and services we provide and support, through our employees and their skills and knowledge, and the relationships we uphold with our dealers and customers.
10	What are your company's expectations in the event of an award?	In the event of an award, we will work with Sourcewell for continued support and assistance through education of our Dealer Network and Global sales team. Attendance of Sourcewell Universities will be strongly encouraged to our Dealers and sales personnel. We will continue to grow our annual sales through utilization of the Sourcewell Contract, as we have done each year since 2017. We will represent both our company and Sourcewell with the highest of standards, and will market and promote all to our best abilities. We expect a very active 2022 and moving forward as Governmental purchasing recovers from the Covid 19 pandemic. To begin, we anticipate an estimated $1.6M order from Washington DC for 3 electric sweepers, utilizing the Sourcewell contract. In addition, Global is increasing our product offering this term through partnership to address the "compact" sweeper market. Said product offering will be serviced and supported by Global and our Dealer Network. This partnership will increase the scale our target market and will utilize the benefits provided by/ through Sourcewell.
11	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 review the attached folder under the financial strength and stability folder. Folder contains 2020 Profit and Loss Statement, Citizens Bank, Tab Bank referral letter, Dun and Bradstreet standing
12	What is your US market share for the solutions that you are proposing?	With Global Sweepers holding steady at roughly 200 street sweepers produced and sold annually, our estimated market share in the United States is approximately 15%, based on municipal populations of 10,000 and greater.
13	What is your Canadian market share for the solutions that you are proposing?	Global estimates a 5-7% market share throughout Canada, reflecting a stronger presence in Western Canada, primarily in the Provinces of BC, AB, and SK. With new representation in ON and the Atlantic Maritimes, primarily focusing on electric equipment, we project slow but steady growth throughout ON and QC over the next 5 years.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
15	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?	Global Environmental Products, Inc. is a street sweeper manufacturer. Global works with a dealer network consisting of 32 dealers that cover the entire United States and Canada. All sales representatives are employees of a third party, aside from Global's 5 Regional Sales Managers.
16	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.	Global retains a Vehicle Manufacturer's License issued by the State of California DMV, as we manufacture our own purpose built chassis. Global retains a Vehicle Dealer License issued by the State of California DMV, as we handle direct sales to California Department of Transportation and New York Sanitation. All other licenses are held by our local dealers throughout North America. Global Environmental Products, Inc is an ISO 9001:2015 Certified Manufacturer. NOTE: All licenses, certificates attached in Misc. Folder
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NONE

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Global is leading all sweeper manufacturers worldwide with our EV Technology at a Class 7 Level. DSNY - The City of New York Dept. of Sanitation: https://www1.nyc.gov/assets/dsny/site/resources/press-releases/clean-streets-clean-air-new-york-city-department-of-sanitation-unveils-first-of-its-kind-all-electric-street-sweeper
19	What percentage of your sales are to the governmental sector in the past three years	95% +
20	What percentage of your sales are to the education sector in the past three years	1%
21	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?	Sourcewell - 2018-21 YTD Reported: $5,110,466.00 Sourcewell - Orders in in 2021 - not yet reported for Q3: $1.6M (City of Denver - M4EV, Colorado DOT - 2 X M4EV) HGAC - 2018-21 YTD Reported: $969,566.00
22	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?	GSA - $391,577.00

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Sacramento, CA	Mark Stevens	916-808-5869
City of Hanford, CA	Tommy Bettencourt	559-585-2554
City of Fort Collins, CO	Jake Rector - Senior Buyer	970-221-6776

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Sacramento	Government	California - CA	Supply Regenerative Air Sweepers	$309,500	$1,547,500
NYDS	Government	New York - NY	Supply Sweepers and Parts	Multiple	$49,604,995
Colorado DOT	Government	Colorado - CO	Supply Electric Sweepers	$550,000	$1.2M
INDOT	Government	Indiana - IN	Supply Mechanical Sweepers	$300,000 X 8	$2.4M
California DOT	Government	California - CA	Parts, Equipment, Service	Multiple	$3.162M

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 *
25	Sales force.	Please see all supporting documentation in "Marketing" Section in folder labeled Sales and Service Nationwide
26	Dealer network or other distribution methods.	Please see all supporting documentation in "Marketing" Section in folder labeled Sales and Service Nationwide
27	Service force.	Please see all supporting documentation in "Marketing" Section in folder labeled Sales and Service Nationwide

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Global will utilize a Business- Government order process. 1. Customer will communicate with Global Environmental Products, Inc OR their local Dealer regarding Sourcewell Contract Purchasing 2. If the customer is already a Sourcewell member, Global or the local Dealer will proceed a. If the customer is not already a member, we will assist the agency with becoming a member 3. The local Dealer will assist with specifications and pricing, with exception to Global Direct accounts such as New York, Caltrans, etc., in which case Global will assist with providing this information 4. Final quotation will be generated and submitted to the Local Public Agency, including freight to the end user 5. The end user accepts the quotation and moves forward with issuing a Purchase Order to either their Local Dealer or directly to Global Environmental Products, Inc 6. If Purchase order was received by the local Dealer, they in turn issue a Purchase order to Global Environmental Products, Inc. 7. Machine will be built and delivered to end user. 8. If Dealer receives PO, they will submit a copy of their Dealer to End User invoice to Global Environmental Products, Inc. 9. Global adds the purchase to their quarterly report. Global makes all quarterly report payments to Sourcewell regardless of if the PO was received by the local Dealer or by Global Environmental Products, Inc.
29	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.	Please see attached "Distributor Policies and Procedures" Booklet, attached within our "Warranty" folder. GEP views excellent customer service as a most critical component of the manufacturer/dealer/customer relationship. GEP believes strongly that a good product will sell itself the first time, but excellent customer service is what leads to repeat business and growth. Upon the initial sale of a Global street sweeper we thank the customer for the opportunity to meet their street cleaning needs. Part of that opportunity is the ability at that point to prove that our customer service is second to none. The primary contacts for customer service are our partners on the dealership level. The five (5) Regional Sales Managers (RSM) at GEP work closely on a continuous basis to educate our dealers on all aspects of Global street sweepers. This training is done at national meetings, regional meeting and through personal visits that occur throughout the year, on site at our dealers locations. The GEP RSMs assist dealers with demonstrating equipment to the customer, listening to the customer's needs and assisting with specification review to ensure the customer is buying the proper equipment to best suit the applications. From there the RSMs work to build budget numbers if necessary or a formal quote and walk them through the procurement process. All dealers are required to have their service technicians factory trained with at the GEP factory or at the dealership by a Global factory service technician. Prior to delivery of a GEP street sweeper, dealers go through an extensive Pre Delivery Inspection process that is an integral part of that training. Putting a Global street sweeper in service with the customer involves a full day of mechanics training and a full day of operator training. These training sessions include, but are not limited to: * Pre trip inspection of sweeper * Daily maintenance and adjustments * Weekly maintenance and adjustments * Review of common wear items and schedule of replacement * Review of Preventative Maintenance work and schedule of recommended PMs * Safety procedures for performing work on the sweeper * Safety procedures for operating the street sweepers * Walk around and review of function of all standard and optional features on sweeper * Best sweeping practices * In cab adjustments to ensure optimal sweeping in varying conditions * Debris dumping procedures * Sweeper cleaning * Daily greasing As often times customer's personnel change over, GEP offers additional training throughout the ownership of the sweeper, free of charge. All GEP dealers are required to stock a recommended quantity and appropriate selection of parts to service the sweepers in their respective territories. GEP offers yearly service schools, organized through our local dealer dealer network, to continue to educate our customer's service technicians. GEP and the dealer offer parts at a discounted price to incentives customers to attend these service schools helping to ensure that they not only have the knowledge to keep their machines running properly, but the components needed. GEP has parts repositories at the factory in California and at the GEP service center in the Bronx, NY. This inventory of spare parts designed to back up the dealer networks stock of parts averages $9M/month. GEP has East coast and West coast Service Technicians available by phone to support the dealer network, or if necessary, the customer directly from 7:00am EST through 6:00pm PST. If an in-person service response is required to repair a customer's sweeper, the goal of every GEP dealer is 24 - 36 hours for both technician and required components to be on site for repair. In rare instances where a customer's sweeper may be in operable for an extended period of time, GEP will work with the local dealer to assist procuring a comparable GEP loaner while repairs are being made. Between dealer demo units, dealer rental units and GEP factory demo units, there are on average 50 units across North America to draw upon.

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Table 8: Value-Added Attributes

Line Item	Question	Response *
39	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.	Global offers full sales, product comparison, product delivery, startup, and service follow up training as a standard feature/ benefit for our products to our customers. We offer scheduled regional service schools for all customers as well as an "open door" policy at our factory in San Bernardino, CA. No cost applies for training or schools. Our service and parts managers of over 30+ years experience with our products perform the training.
40	Describe any technological advances that your proposed products or services offer.	Global is leading the industry with our EV/ Fuel Cell sweepers and technology at a Class 7 level. Benefits are reduced fuel consumption, reduction in carbon footprint and Greenhouse Gas Emissions. We manufacture the world's only Class 7 full EV sweeper, as well has hydrogen fuel cell and diesel/ electric hybrid. Global manufactures the only 3-wheeled regenerative air sweeper that provides the customer with regen air performance in a package that utilizes a 12.5' turning radius. Global's purpose built design offers "one stop shop" service to our end users as our sweepers are built with a single engine and the chassis is built in house by Global. Benefits experienced through this today include quick delivery as we are not at the mercy of a third party chassis manufacturer. Global meets Buy American Requirements
41	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.	Global is leading the industry with our EV/ Fuel Cell sweepers and technology at a Class 7 level. Benefits are reduced fuel consumption, reduction in carbon footprint and Greenhouse Gas Emissions. We manufacture the world's only Class 7 full EV sweeper, as well has hydrogen fuel cell and diesel/ electric hybrid.
42	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.	PM-10 Certification through SCAQMD Cummins CNG engine certification for use in Global sweepers
43	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.	None
44	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?	Global meets Buy American Requirements with our purpose built equipment. Global is leading the industry with our EV/ Fuel Cell sweepers and technology at a Class 7 level. Benefits are reduced fuel consumption, reduction in carbon footprint and Greenhouse Gas Emissions. We manufacture the world's only Class 7 full EV sweeper, as well has hydrogen fuel cell and diesel/ electric hybrid. Global manufactures the only 3-wheeled regenerative air sweeper that provides the customer with regen air performance in a package that utilizes a 12.5' turning radius. Global's purpose built design offers "one stop shop" service to our end users as our sweepers are built with a single engine and the chassis is built in house by Global. Benefits experienced through this today include quick delivery as we are not at the mercy of a third party chassis manufacturer. We are offering one of the largest ranges of product in comparison to other sweeper manufacturers which provide solutions to Sourcewell Member's applications and needs.

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 *
45	Do your warranties cover all products, parts, and labor?	All materials and labor are covered as described in Manufacturer Warranty Statements as attached
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Standard warranty is subject to 1 year/ 1200 hours, whichever comes first as described in Manufacturer Warrant Statements. Extended warranties for parts and/ or labor are available for a variety of terms and hours.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our warranties cover the expense of technicians mileage to perform warranty repairs but not time of travel. All described in our attached Distributor Policies and Procedures booklet.
48	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?	We have the facilities and technicians available to perform warranty throughout the entire United States and Canada.
49	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?	Warranties will be passed on to the original equipment manufacturer.
50	What are your proposed exchange and return programs and policies?	Our dealer network accepts trade-ins for new equipment. Value can be discussed with a member and their local dealer/ Global rep. With warranty provided combined with a member's ability to see a piece of equipment operate in their area, the need for returning or exchanging a product does not typically apply.
51	Describe any service contract options for the items included in your proposal.	Our dealer network offers tailored "service contracts" as a purchased item as required by the Sourcewell Member.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30 Accepted Payment Methods: Check, ACH, Wire Transfer, Credit Card
53	Describe any leasing or financing options available for use by educational or governmental entities.	A variety of leasing programs are available and typically offered by the Sourcewe: Members local dea'er. This includes standard leases as well as leases with different purchase options at the end of the term such as a Fair Market Value Lease. Rates and Terms can vary and be tailored to the members needs and based on their application. Global and our Dealer Network are very involved with National Cooperative Leasing and our rep - Jake Ost.
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Examples provided in attachment: Quotation Form - Including terms, etc. Warranty Registration Form Order Confirmation Form
55	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?	Not at this time.

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 *
56	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.	Global Environmental Products, Inc is offering percentage discounts from our List prices. For all equipment in this RFP, the discount equates to 5% off list price. Sourcewell's discount is visible and labeled as "Contract Price" in a column on each price sheet next to "List Price". Each model offered is represented on its own - stand alone price sheet. Price sheets note that freight is in addition - FOB: Factory location. In all cases, we shop for the best, most competitive freight offered at the time the machine is ready to ship. Freight price will never exceed what is quoted at the time the quotation is offered to the Sourcewell Member. For this proposal, we have also added a third column that reflects Canadian pricing. Labeled "CAD Contract Price", it reflects a conversion rate of $1.35 : $1, and at time of quotation, can be adjusted to the current exchange rate at that time, staying below published ceiling pricing.
57	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.	For all Global equipment utilized by Sourcewell and its members, the discount is 5% from current list price.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity discounts may apply when a large quantity of machines is being purchased at one time. Discount will be discussed on a case by case occurrence.
59	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.	Items such as Truck chassis utilized in production of the V6 Sweeper model will be passed through at cost.
60	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.	Freight to the Sourcewell Member is not included in this proposal. The local Dealer will provide a freight charge to the Sourcewell Member on each quotation.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	At the time the quotation is provided to the customer, a freight charge will be included and visible, based upon the estimate provided by the shipping broker at that time. The cost of freight will never exceed the estimate, and if prices increase above what is provided in the quotation, Global will absorb the difference.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	At the time the quotation is provided to the customer, a freight charge will be included and visible, based upon the estimate provided by the shipping broker at that time. This will be gathered by our local Global Dealer that covers/ supports AK, HI, and Canada. This price will include fees from customs broker, cargo freight, freight to and from the local port, etc. The cost of freight will never exceed the estimate, and if prices increase above what is provided in the quotation, Global will absorb the difference.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All Sourcewell quotations are reviewed by the Global Sourcewell rep before being submitted to the Dealer or Sourcewell Member. At the end of each quarter, a spreadsheet for each unit shipped and invoiced by Global for that quarter is sent to the Global Sourcewell representative for review. Each shipment is gone through item by item with the local dealer that the sweeper was sold to. All Sourcewell deals are identified and PO and sale price to the end user are gathered by the Global Sourcewell rep. This paperwork along with the equipment warranty registration document collected from the dealer is used as an accounting tool and in our audit process. Global provides training sessions to our dealers to educate them on proper use and promotion of Sourcewell.
66	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.	Global manages unit sales of an estimated 150 machines sold annually by our dealer network. This number is easily managed and the number of units sold through the Sourcewell contract very visible for tracking success with the contract. The trend of our current contract continues to grow and increase annually.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Global is proposing a 1.5% administrative fee to be paid to Sourcewell when reporting sales for each quarter

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Global Environmental Products, Inc produces and distributes mechanical, regenerative air, vacuum, and compact sweepers. Global has developed and is producing EV, Hybrid, and Hydrogen Fuel Cell street sweepers. With the exception of a few house accounts, we sell through our dealer network throughout North America. We provide the sales support, service, and spare parts for all products offered. Please see all attached located in "Misc Documents" Folder within Additional Uploaded Documents
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. (Refer also to RFP Section II, B, 2 for potential subcategory descriptors.)	1. Purpose Built Chassis 2. Single Engine 3. Diesel/ Combustion Engine Models - V6, M3, M4, M4HSD, R3 Air, R4 Air, Holder x45i, S Series, C70 Series, MC130, MC250, MCM600 4. Electric Vehicle Models - M3EV, M4EV, R3Air EV, R4Air EV 5. Diesel/ Electric Hybrid Models - M3 Diesel Electric Hybrid, M4 Diesel Electric Hybrid 6. Hydrogen Fuel Cell Models - M4 ZE - Hydrogen Fuel Cell 7. Compact Sweepers Models - Holder x45i, C70, S Series, MC130, MC250

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
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	◉ Yes ○ No	All equipment offered falls in this category
71	Runway sweeping and cleaning equipment	○ Yes ◉ No	N/A
72	Litter, trash, and debris vacuums	○ Yes ◉ No	N/A
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	○ Yes ◉ No	N/A

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Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. 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."

- Pricing - Global Sourcewell Pricelists PDF - 2022.zip - Wednesday September 22, 2021 13:18:41
- Financial Strength and Stability - Financials.zip - Thursday September 23, 2021 10:00:52
- Marketing Plan/Samples - Sales and Service Nationwide (Marketing Plan Included).zip - Monday September 27, 2021 07:59:02
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty.zip - Wednesday September 22, 2021 15:40:06
- Standard Transaction Document Samples - Standard Transaction Documents.zip - Thursday September 23, 2021 13:44:09
- Upload Additional Document - Misc. Documents.zip - Thursday September 23, 2021 16:31:25

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chad Bormann, Vice President/ Director of Sales, Global Environmental Products, 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.

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	☑	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	☑	2

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DocuSign Envelope ID: 6BBEFE47-D71B-44D0-8FE4-B0CBA50DE8CE

AMENDMENT #1
TO
CONTRACT #093021-GEP

THIS AMENDMENT is made effective upon the date of the last signature below by and between **Sourcewell** and **Global Environmental Products, Inc.** (Supplier).

Supplier was awarded a Sourcewell Contract for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies, effective November 15, 2021, through November 16, 2025, relating to the provision of services by Supplier to Sourcewell and its Members (Contract).

The parties wish to amend the contract as follows: 18. Insurance, Subsection A. Requirements, Item 5. Network Security and Privacy Liability Insurance, of the Contract, is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:

By: Jeremy Schwartz
C0FD2A139D06480...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 2/16/2022 | 1:28 PM CST

Global Environmental Products, Inc.

DocuSigned by:

By: Chad Bormann
B636666142E84DE

Chad Bormann

Title: VP

Date: 2/16/2022 | 10:44 AM PST

Sourcewell

DocuSigned by:

By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 2/16/2022 | 1:32 PM CST

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EXHIBIT B

INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature which may be incurred by, charged to, or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, to the extent caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of Contractor that causes injury (whether mental or corporeal) to persons (including death) or damage to property during Contractor's performance of the Agreement, operations, services, or work performed hereunder; and

2. Environmental Liability, to the extent this Agreement contemplates environmental exposures arising from or in connection with any environmental, health, and safety liabilities, claims, citations, clean-up, or damages to the extent caused by the negligence or willful misconduct of Contractor performed in connection with the Agreement; and

3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Agreement constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right. If in any suit or proceeding, the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall immediately make every reasonable effort to secure within 60 days for the Indemnified Parties a license authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to City so that the Service or product is non-infringing.

If an Indemnified Party exercises its rights under this Agreement, the Indemnified Party will (1) provide reasonable notice to the Contractor of the applicable claim or liability, and (2) allow Contractor, at its own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

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EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting its liability under this Agreement, Contractor shall procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Contractor shall require its, subcontractors, laborers, materialmen, and suppliers to provide, as applicable), insurance of the types and in the amounts stated below:

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 100,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired, or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

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E&O / Professional Liability $2,000,000 per Claim and Aggregate

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Additional Insurance Provisions

A. Certificates of Insurance. Contractor shall deliver to City Certificates of Insurance that show the corresponding **City Contract or Bid Number** in the Description, **Additional Insureds, Waivers of Subrogation** and **Primary & Non-Contributory statement** as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

B. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, and for Automobile Liability in a form no more restrictive than CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers, employees, and agents.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees, and agents.

F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

G. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of Contractor or its subcontractors, employees, or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

H. Waiver/Estoppel. Neither approval of by City, nor its failure to disapprove, the insurance furnished by Contractor shall relieve Contractor of its full responsibility to provide insurance as required under this Agreement.

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I. Notice. The Contractor shall provide City thirty (30) days' written notice of any change in the above coverages or limits, or of coverages' being suspended, voided, or cancelled, including through expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

Special Provision: Prior to executing this Agreement, Contractor shall present this Agreement and its insurance requirements to its insurance agent Affirming: 1) that the Agent has personally reviewed the insurance requirements of the Agreement Documents, and (2) that the Agent is capable (has proper market access) to provide the coverages and limits of liability required by this Agreement.

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SUBJECT: PIGGYBACK SOURCEWELL CONTRACT RFP #93021-GEP WITH SSES, INC (DBA) SOUTHERN SEWER EQUIPMENT

BID #: PSC-0447-23

OPEN DATE: N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DATE OF CONTRACT EXECUTION THROUGH NOVEMBER 16, 2025

AGENCY: FLEET MANAGEMENT

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Sourcewell RFP# 93021-GEP with SSES, Inc. (dba) Southern Sewer Equipment to purchase M3 Mechanical Sweeper. Estimated annual expenditure amount not-to-exceed is $538,246.00. Period of service will be from date of contract execution through November 16, 2025.

Funding Source: 51102.114001.564010.000000.00000499.00000.0000000 to be executed by formal contract agreement through the Office of General Council and processed via Purchase Order(s)

ATTACHMENTS: Recommendation Memo, Risk Management Approval, Supplier Quote, Piggyback RFP & Contract

ANALYST: Corey Sidlo

RESPECTFULLY SUBMITTED: DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: CRIS TONGOL, CHIEF, FLEET MANAGEMENT

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 8/24/2023

OTHER:

ACTION OF AWARDING AUTHORITY DATE 8/29/23

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION Karen Bowling

Karen Bowling
Chief Administrative Officer
For: Mayo Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Docusign Envelope ID: E36828BF-2F4E-4294-A921-76FB46424463

Contract Purchase Agreement Release 664141-23

Purchase Order	664141-23
Order Date	05-SEP-2023
Change Order	0
Change Order Date	05-SEP-2023
Revision	0
Ordered	538,246.00 USD
Requisition Number	FAFM-500536-23
Solicitation Number	PSC-0447-23
All packing slips, invoices, and correspondence must reference the purchase order number	

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
SSES, Inc.
3409 Industrial 27th Street
SAINT LUCIE, FL 34946

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
Fleet Management Division
2581 Commonwealth Avenue
JACKSONVILLE, FL 32254 US

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20553	Net 45	Freight Prepaid	FOB Destination	Best Way

Buyer	Deliver To Contact
Corey Sidlo Email: **CSidlo@coj.net**	**Sheryl Kurtz** E-mail: **skurtz@coj.net**

DRAFT

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Piggyback to Sourcewell RFP#093021-GEP to purchase (2) M3 Mechanical Sweeper - PWStormwater 51103.114001.564010.000000.00000500.00000.0000000	269,123.00		Each		

Ship To	Promised			
Fleet Management Division 2581 Commonwealth Avenue JACKSONVILLE, FL 32254	**Requested** 9/4/23	2	Each	538,246.00

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total	538,246.00
Total	538,246.00

Docusign Envelope ID: E36828BF-2F4E-4294-A921-76FB46424463

Contract Purchase Agreement Release 664141-23

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no. 59-89-0120K. Florida State sales and use tax exemption no. 85-8012621607C-8 All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_300000008806179	Approved by Dustin L. Freeman, Chief of Procurement Division

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Contract Purchase Agreement Release 664141-23

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby. All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted. Buyer reserves the right to terminate the Contract or Purchase Oder at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

3. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

4. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

5. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

6. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

7. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

8. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

9. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

10. LICENSES REQUIREMENT: By acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

11. ELECTRONIC PAYMENTS: Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

12. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
d. Has been engaged in business operations in Cuba or Syria.

13. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

a. Keep and maintain public records required by City to perform the services; and
b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and
d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS: Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

a. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.
b. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

15. PUBLIC ENTITY CRIME INFORMATION: A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

16. AUDIT PROVISION: A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City, to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

17. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the City has a current W-9 on file.

18. INDEMNIFICATION: The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

19. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

20. DELIVERY: A packing list shall accompany all shipments, which shall indicate, at a minimum, the following: purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

21. PICK UP AND RETURNS: The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

22. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include: purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms shall be Net 45 days, unless otherwise agreed upon between buyer and supplier. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_30000008806179

23. REPORTING: The City may request, reports including but not limited to: usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

24. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

25. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that the City in awarding contracts to vendors may not:

a. Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and,
b. Give preference to a vendor based on the vendor's social, political, or ideological interests.

Contract Purchase Agreement Release 664141-23

Purchase Order	**664141-23**
Order Date	**05-SEP-2023**
Change Order	**0**
Change Order Date	**05-SEP-2023**
Revision	**0**
Ordered	**538,246.00 USD**
Requisition Number	**FAFM-500536-23**
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Supplier
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SAINT LUCIE, FL 34946

Bill To
City of Jacksonville
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JACKSONVILLE, FL 32202

Ship To
Fleet Management Division
2581 Commonwealth Avenue
JACKSONVILLE, FL 32254 US

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20553	**Net 45**	**Freight Prepaid**	**FOB Destination**	**Best Way**

Buyer	Deliver To Contact
Corey Sidlo Email: **CSidlo@coj.net**	**Sheryl Kurtz** E-mail: **skurtz@coj.net**

Line	Item	Price	Quantity	UOM	Ordered	Taxable
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Ship To	**Promised**	2	Each	538,246.00
Fleet Management Division 2581 Commonwealth Avenue JACKSONVILLE, FL 32254	**Requested** 9/4/23			

Requested Date correspond to the date of arrival at the Ship-to Location**.**

Line Total	**538,246.00**
Total	**538,246.00**

DRAFT

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DRAFT

Docusign Envelope ID: E36828BF-2F4E-4294-A921-76FB46424463

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9. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

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13. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

a. Keep and maintain public records required by City to perform the services; and
b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and
d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS: Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

a. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.
b. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

15. PUBLIC ENTITY CRIME INFORMATION: A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

16. AUDIT PROVISION: A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

17. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the City has a current W-9 on file.

18. INDEMNIFICATION: The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

a. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

19. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

20. DELIVERY: A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

21. PICK UP AND RETURNS: The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

22. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms shall be Net 45 days, unless otherwise agreed upon between buyer and supplier. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_300000008806179

23. REPORTING: The City may request, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

24. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

25. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that the City in awarding contracts to vendors may not:

a. Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and,
b. Give preference to a vendor based on the vendor's social, political, or ideological interests.

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