



## **Solicitation Number: RFP #093021**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Curbtender, Inc., 701 Performance Dr., Cedar Falls, IA 50613 (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. 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 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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and

- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to 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, 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.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier 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.

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

Curbtender, Inc.

DocuSigned by:  
**Jeremy Schwartz**  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
11/15/2021 | 11:38 AM CST  
Date: \_\_\_\_\_

DocuSigned by:  
*Mark Watje*  
By: 0F4EE96627624EB...  
Mark Watje  
Title: President  
11/15/2021 | 12:23 PM CST  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
11/15/2021 | 1:54 PM CST  
Date: \_\_\_\_\_

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

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## Vendor Details

Company Name: Curbtender, Inc.  
Address: 701 Performance Drive  
Cedar Falls, IA 50613  
Contact: Mark Watje  
Email: mwatje@curbtender.com  
Phone: 319-266-1721 302  
Fax: 319-266-8207  
HST#: 82-2732255

## Submission Details

Created On: Monday September 20, 2021 16:54:22  
Submitted On: Thursday September 30, 2021 16:16:45  
Submitted By: Mark Watje  
Email: mwatje@curbtender.com  
Transaction #: 540b75c3-8e07-44f7-bdf4-52c573b9b105  
Submitter's IP Address: 24.149.10.26

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcwell 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")	Curbtender, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Curbtender Sweepers, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Our products are marketed under the brand name Curbtender and Curbtender Sweepers.
4	Proposer Physical Address:	701 Performance Dr Cedar Falls, IA 50613
5	Proposer website address (or addresses):	www.curbtender.com www.curbtendersweepers.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):	Mark Watje President 701 Performance Dr Cedar Falls, IA 50613 mwatje@curbtender.com 319.266.1721 x302
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mark Watje President 701 Performance Dr Cedar Falls, IA 50613 mwatje@curbtender.com 319.266.1721 x302
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Amy Simon Sales Coordinator 701 Performance Dr Cedar Falls, IA 50613 asimon@curbtender.com 319.266.1721 x303  Moza Fay Regional Sales Manager 701 Performance Dr Cedar Falls, IA 50613 mfay@curbtender.com 319.883.0044

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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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.	<p>Curbtender has over 50 years' experience manufacturing truck-mounted sanitation equipment, formerly under the brand name Wayne Engineering. The company has been pivotal in introducing various innovations into truck-mounted municipal equipment industries; such as robotic waste collection, load sensing hydraulics, on-board diagnostics, multiplex controls, and now electric vehicle development.</p> <p>Curbtender is managed and part owned by Kevin and Mark Watje. Together with their management team, the company is led by former managers, engineers and sales executives from Fortune 500 companies such as John Deere, Honeywell Aerospace, and Daimler Trucks North America. These unique characteristics allow Curbtender to provide family-owned company customer service alongside highly professional manufacturing and organization.</p> <p>The company began manufacturing street sweepers in 2007 and in 2008 purchased the Centurion waterless dustless mechanical sweeper from Tennant. Since that time, the company has expanded its product portfolio to include mechanical sweepers, regenerative air sweepers, and litter/debris/leaf collection vehicles.</p> <p>Curbtender's goal is to produce high performance, durable products that offer customers a lower total cost of ownership; and we believe in conducting our business with world-class service and respect. This is evidenced by how we design our products (rugged, more standard features, less wear parts). It is also evident in our willingness to create tailored solutions for the customer (such as a custom sweeper for Kansas City capable of cleaning light rail tracks).</p> <p>Curbtender is also highly focused on innovation. It gained prominence in the 1970s by being the first to commercially produce automated side loading refuse trucks. This tradition of pioneering continues today. Curbtender has several patents on its products and is focused on the developing the future of the sweeping industry: electric powered vehicles and autonomous driving. We firmly believe that the street sweeper is the most ideal municipal product for autonomy as it addresses multiple issues: 1) Safety of operators going slow on public roads, 2) Helps with the industry's driver shortage, and 3) Allows sweeping to be safely performed at night when less motorists are driving.</p>
10	What are your company's expectations in the event of an award?	<p>Curbtender will use a Sourcewell award as its primary sales tool for its street sweeping and leaf collection products. We expect an award will help the company gain many new customers and better facilitate sales for its existing customers. Based on our experience with our Sourcewell refuse truck award, we are confident our company's sales and market penetration will increase with a sweeper award. This is primarily due to the improved relationship with the municipal or government entity. In the past, public bidding situations were convoluted and often favored arbitrary metrics or lowest bidder rules. The net result is that a government entity could love our product demonstrations, but the fleet manager wasn't able to get their preferred equipment due to local bidding rules and restrictions. With an award for sweepers, Curbtender will be able to confidently service the customers who desire our products. In fact, we regularly get requests from customers to get our products listed onto Sourcewell so they can begin buying our trucks. As we have been in the past, Curbtender would be an effective partner with Sourcewell if granted another award.</p>
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.	<p>Curbtender is a private company and does not publicly disclose its financials. However, we have attached a letter from our banking partner as well as a disclosure of the company's assets.</p> <p>Curbtender is unique in the street sweeping market in that it has the strongest financial backing of any privately held street sweeper manufacturer. The company's majority ownership is a manufacturing conglomerate that has annual revenue of over \$2 Billion.</p> <p>Additionally, the company is insulated from street sweeper market fluctuations. This industry is notorious for dramatic fluctuations in new unit sales when there are market down turns because the sweeper is the first piece of equipment cut from municipal budgets. Unlike many of our competitors, Curbtender's sweeper business represents a minority share of its revenue instead of a majority share of its revenue. Being attached to a refuse truck manufacturer gives it incredible stability because trash always has to be picked up. Whereas smaller sweeper manufacturers who are solely focused on street sweeper production are more prone to hit financial troubles and either close operation or sell out when market distortions occur.</p>
12	What is your US market share for the solutions that you are proposing?	<p>There is no consolidated industry source for market share reporting in the sweeper industry. And data is fragmented and incomplete due to the prevalence of "purpose built sweepers" which use their own chassis and therefore would not show up in the general Polk Truck Industry Sales reports. That being said, it is fair to say that Curbtender is a second tier sweeper manufacturer in terms of sales (1st Tier being Elgin, Schwarze, Tymco, and Global). We believe this is a dynamic which will change for Curbtender Sweepers with a Sourcewell award.</p>
13	What is your Canadian market share for the solutions that you are proposing?	<p>Please see answer in question 12. Traditionally, Curbtender enjoys favorable market representation in Canada.</p>
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No.</p>
15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Curbtender Sweepers is a OEM manufacturer of truck mounted equipment. The company utilizes an independent sales and service network to promote and service its products locally. Each local business has sales and service staff trained on Curbtender products. The company would extend use of its Sourcewell award to these entities for local sales generation. Additionally, the company has field sales staff (Regional Sales Managers) which assist resellers as well as develop accounts and relationships directly.</p>
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.	<p>Curbtender has a motor vehicle license for specialty truck mounted equipment. It also holds a manufacturer's license.</p>

17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*
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**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	As the sweeping industry is quite small, we are unaware of any formal awards generated from the industry specifically for manufacturers.	*
19	What percentage of your sales are to the governmental sector in the past three years	Nearly 80% of Curbtender's sales relate to a government sector buyer.	*
20	What percentage of your sales are to the education sector in the past three years	Education sector is not a substantial customer base for Curbtender, though occasionally we sell units to Universities.	*
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?	Curbtender has an award from Sourcewell for refuse collection vehicles. Underneath that contract, the company sold approximately \$1.6M of units in 2020 and is in process of selling another \$1.6M now (in production or in back log).  Curbtender does not have an award with Sourcewell, H-GAC, Texas Buy Board, or any similar entity for its street sweeper business.	*
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?	N/A	*

**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 Kansas City Missouri	John Clay	816-564-4537	*
City of Bakersfield California	Jamie Flores	661-326-3795	*
Town of Greeneville, TN	Jeff Miller	423-552-5072	*

**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 Phoenix	Government	Arizona - AZ	Automated side loader refuse trucks.	20 - 30 trucks annually	\$5.7M	*
City of Ottawa	Government	ON - Ontario	Large and small rear loader refuse trucks.	27 units	\$1.8M	*
New York City - Parks	Government	New York - NY	Small rear loader refuse trucks and hybrid units.	15-20 annually	\$1.8M	*
City of Bakersfield	Government	California - CA	Mechanical street sweepers and leaf collection unit.	10	\$1.4M	*
City of Toronto	Government	ON - Ontario	Small rear loader refuse trucks and manual side loader refuse trucks.	18	\$1.0M	*

**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.	Curbtender employs six regional sales managers and one sales coordinator. The sales team is dedicated to different sales territories covering all of the United States and Canada.
26	Dealer network or other distribution methods.	Curbtender sells through an independent network of sales and service partners (ie a "dealer network"). A listing of dealers is attached in our documents. Curbtender Sweepers' network consists of 27 fully authorized sales & service companies operating 32 locations. Plus an additional 13 business locations that provide service and/or partial sales authorization.  Curbtender also sells direct in cooperation with local chassis dealers, typically in less populated areas where fewer sweepers are sold and therefore fewer interested sales dealers.
27	Service force.	Curbtender relies predominantly on its local service partners to service its sweeper and litter/debris collection equipment. It can also train and work with a customer's preferred local service provider. In addition to Curbtender's full sales and service partners for sweepers, our 30+ refuse dealers also provide service support for customer units even if they have a competing sweeper sales line (such as Elgin).  Corporately, Curbtender employs a service staff of four technicians at its Iowa location. These individuals take troubleshooting calls and work with local service partners. They also travel to provide training to customers and service dealers, as well as to assist with advanced troubleshooting matters. In addition to these four individuals, Curbtender also has two R&D technicians based in its Iowa factory who provide overflow support to the service team.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	If awarded a Sourcewell contract, Curbtender will work directly with its dealers and customers during the quote, order, and invoice processes. While local dealers will be highly involved, Curbtender will manage the process to ensure consistency and continuity, as well as compliance with our Sourcewell award. This is how we have also handled our refuse award with Sourcewell. This ensures better quote and order accuracy along with an improved customer experience. Curbtender prepares the quote for the local dealer to submit to the customer, and on our quote it lists both Curbtender and the local dealer, along with our Sourcewell award number and the customer's Sourcewell member number.
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.	Curbtender utilizes its local service partners for providing service. Corporately, we supply the service partners with parts books, schematics, repair procedures, troubleshooting assistance, and digital simulations of common mechanical repairs.  Our Regional Sales Managers and Service Team are highly involved in monitoring local service performance. If the local service team is lacking in capabilities, we provide additional training. If performance does not improve, then we identify and utilize an alternative service partner to ensure the customer is taken care of.  Local service partners have spare parts on their shelves for its customers. Curbtender additionally has spare parts on its shelves in order to support the local service partners.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Curbtender believes a Sourcewell award will improve its ability to sell to customers in the United States, as well as it will improve the sales process from the customer perspective. The customer receives an expedited procurement process, spends less on the procurement process, receives competitive pricing, and is ensured to get the preferred equipment for their fleet needs. As such, Curbtender will always push a Sourcewell purchase first and foremost with all customers in the United States.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Curbtender believes a Sourcewell award will improve its ability to sell to customers in Canada. The company has seen an increased Sourcewell interest from its Canadian customers. Sourcewell improves the sales process from the customer perspective. The customer receives an expedited procurement process, spends less on the procurement process, receives competitive pricing, and is ensured to get the preferred equipment for their fleet needs. As such, Curbtender will always push a Sourcewell purchase first and foremost with all customers in Canada.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Curbtender Sweepers does not plan to exclude any geographic area in the US or Canada with its Sourcewell sales and service efforts.
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?	Curbtender Sweepers does not plan to exclude any participating entity sector in the US or Canada with its Sourcewell sales and service efforts. Though our expectation is that sales will occur primarily with city governments, state DOT, airports, and universities.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Curbtender has sold and serviced products in Hawaii and Alaska for several decades.

**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.	<p>Curbtender will advertise its Sourcewell sweeper contract award using programmatic display ads (which appear on websites for targeted industry professionals), magazine ads, brochures, and on our website. Additionally, Curbtender will utilize marketing "e-blasts" with industry publications to send marketing communications about our Sourcewell award directly to industry professionals.</p> <p>Curbtender has utilized a similar marketing strategy with its Sourcewell refuse contract with great success. The marketing program costs Curbtender nearly \$50,000 annually directly related to advertising for Sourcewell. Our programmatic display ad campaigns generate approximately 1,200,000 impressions annually. Curbtender has also partnered with NCL Capital to jointly advertise its Sourcewell contracts using a professionally produced video that was promoted on YouTube. (see video on our website here: <a href="https://curbtender.com/financing/">https://curbtender.com/financing/</a> ).</p> <p>The following link displays Curbtender's dedicated Sourcewell page on its website which advertises turnkey packages, financing options, and promotes Sourcewell: <a href="https://curbtender.com/sourcewell-contract/">https://curbtender.com/sourcewell-contract/</a></p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Curbtender has a social media presence on LinkedIn, Instagram, and Facebook. LinkedIn is primarily used for engaging with industry professionals, Instagram is used primarily for engaging with operators, drivers, and industry enthusiasts, and Facebook is used primarily for local community and workforce.</p> <p>On LinkedIn, Curbtender has 1,099 followers. The company has three scheduled posts per week yielding 100 - 500 organic impressions per post and 75-100 interactions per month. Curbtender's Regional Sales Managers then share or promote those posts on their personal pages, typically yielding 500 - 2,000 organic impressions each.</p> <p>On Instagram, Curbtender has 839 followers. The company posts three times per week as well as shares "story" updates. Engagement of posts is typically 50-75 likes each.</p> <p>Our refuse Sourcewell award has been extensively promoted on our LinkedIn and Instagram pages. Examples of social media posts are included in our submitted materials.</p>
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?	<p>Sourcewell has no direct role required in promoting Curbtender's Sourcewell sweeper award, if granted. The work the organization is already doing to promote Sourcewell to government entities is wildly successful. At this point, word of mouth is very strong in favor of Sourcewell. As far as individual tactics and strategies to amplify Curbtender's specific Sourcewell awards, that is our responsibility and one which we are prepare to accomplish.</p>
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.	<p>Curbtender utilizes a Configure-Price-Quote tool (CPQ) for its dealers to develop quotes, receive engineering approval from Curbtender, submit quotes, and submit orders. The end user does not have direct access to this system. Though the dealer is able to literally build out a quote in front of the customer because all prices are MSRP, and applicable Sourcewell discounts automatically apply when selected. Thus a Sourcewell compliant quote can be built in real-time with the customer. Additionally, Curbtender lists many of its popular turnkey packages online for customers to view and inquire about, with pricing listed. This enhances visibility and demystifies the purchasing process.</p> <p>In terms of selling spare parts, Curbtender is currently working on a web platform so that the customer can select and submit parts orders any time of the day. This platform is expected to be live by end of 2nd Quarter 2022.</p>

**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.	<p>Curbtender offers pilot inspections and service training programs to customers and dealers for its sweeper products at its factory. This is free of charge to any customer, as long as they pay for their transportation to our Iowa factory. While at our factory, Curbtender will pay for their lodging and lunches, as permitted by the customer's local rules and restrictions. Advanced scheduling must occur to ensure availability of this training program, which incorporates both hands-on and classroom experience.</p> <p>Curbtender will also send a technician for a sweeper training event to a customer's location for a fee of \$4,000, plus airfare, lodging, and a meal per diem. This is a two day onsite event for both operators and service training.</p>



<p>40</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Curbtender's leaf, litter, and debris collector is called the VacPak. This unit is unique in the industry because it has a true compaction panel which maximizes the load and reduces customer trips to dump, thereby making it much more efficient. Competitors claim to have compacting panels, but those used by our competitors are actually just ejection panels used to clear debris in the loading area and move debris rearward. Whereas Curbtender's VacPak has 32,000 LBS of packing force at the pack panel face. As a result, Curbtender achieves similar or superior loads with its 18 cubic yard body size compared to competitors' 30 cubic yard compaction size. It is much preferable to maneuver neighborhoods with a smaller body.</p> <p>Additionally, Curbtender's VacPak is patented for its ability to simultaneously vacuum/load debris while packing (making it more time efficient), as well as its overslung vacuum hose which has greater wear life compared to the industry standard underslung vacuum arm hose.</p> <p>Curbtender's Sentry regenerative air sweeper is the easiest unit to service in the industry. Curbtender has intentionally created more space in its auxiliary engine bay in order to ensure customers can easily repair and maintain critical components. Most of our competitors have sacrificed serviceability in favor of a shortened wheelbase. The result is service techs often have to remove major systems just to get access to small components or parts needing service or replacement on competitor units. While that sacrifice in favor of wheelbase may be favorable to some, it is not favorable to all. And Curbtender is the only sweeper OEM who has seriously addressed that problem and produces a service friendly regenerative air sweeper to satisfy customers with this purchasing preference.</p> <p>The Sentry series also utilizes a patented fan design that incorporates an airfoil design to maximize collection efficiency and minimize fan noise.</p> <p>The Sentry 450 is one of the few under CDL regenerative air sweepers, and amongst its few competitors it has the largest load capability and largest legal load capability. This is thanks to its hopper design and uptube design which allows the hopper to be filled almost to the very top with debris. For this reason, many Elgin dealers have interest in selling our Sentry 450 because Elgin does not have a comparable model. Curbtender's newest model, the Sentry 650 also has an optional package to provide it with an under CDL configuration; the only of its type in this sweeper size segment. As such, the Sentry series is ideal for municipal fleets who are struggling to find CDL drivers but don't want to sacrifice sweeping capabilities.</p> <p>Curbtender's Centurion, Warrior, Sentry 450, and Sentry 650 products all have on-board diagnostics standard, which is incredibly helpful for street sweepers due to the number of components, electronics, and hydraulic valves.</p> <p>Curbtender's Sentry 450 and Sentry 650 come standard with in-cab adjustable gutter broom down pressure, in-cab adjustable gutter broom tilt, and in-cab adjustable broom in/out movement. Nearly all of Curbtender's competitors in this segment sell these as options, especially in the smaller sweeper segments. Some do not even provide such options on their parking lot regenerative air sweepers.</p> <p>The Centurion has several patents related to its dust suppression system and sweeping efficiency.</p> <p>The Centurion and Warrior are both PM-10 certified. Both models are also single engine platforms (power provided by chassis) which reduces maintenance costs.</p>
<p>41</p>	<p>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.</p>	<p>Curbtender is currently working with market leader XL Fleet for the development of hybrid and fully electric street sweepers. Curbtender has already produced several all-electric refuse trucks since 2016 and is expecting to produce upwards of 50 all-electric refuse trucks in 2022 alone. XL Fleet's hybrid and electric technologies have over 150 million customer miles in North America since 2009 and have eliminated over 26,000 metric tons of CO2 emissions from the atmosphere. They are an undisputed market leader and have an exclusive with Curbtender for the refuse and sweeper industries.</p>
<p>42</p>	<p>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.</p>	<p>Curbtender's Centurion and Warrior products are PM-10 certified by the SCAQMD and Curbtender plans to achieve the same certification for its Sentry 450 and Sentry 650 models. PM-10 certification is the industry gold standard for minimizing dust pollutants of 10 microns or larger from being expelled during sweeping operations.</p>
<p>43</p>	<p>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.</p>	<p>N/A for Curbtender corporately. Some of our independent dealers and service partners may have WMBE, SBE, or Veteran Owned Business status. But Curbtender does not have evidence of such.</p>
<p>44</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Curbtender is the only manufacturer serving the US and Canadian markets which produces refuse trucks, street sweepers, and leaf/litter vacuum trucks underneath one brand. This dynamic is unique and valuable to government customers. Fleet management is difficult. Fleet managers are able to develop relationships with Curbtender as an OEM for multiple lines of their municipal products. This streamlines their fleet management processes as it relates to quoting, ordering, delivering, servicing, and receiving warranty support for a multitude of products. The fleet manager can utilize the same sales channels, engineering assistance, production processes, and service contacts of Curbtender rather than having a fragmented supplier network. This allows effective and more trusting relationships to develop. Just as Sourcewell improves the purchasing process for government entities, Curbtender improves fleet management for its customers.</p> <p>As it relates to specific product attributes for Sourcewell participating entities, Curbtender will provide its Sourcewell customers with a free 2-year standard warranty on its sweeper and leaf/litter collector trucks. Curbtender has already implemented this enhanced warranty on its refuse products for Sourcewell customers and it has been a big success.</p>

**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?	Curbtender's standard warranty is 1 year (or 2,080 hours) for its street sweepers and leaf/debris/litter collection vehicles. This warranty covers the entire manufactured body and all installed components, except for commonly defined "wear parts" which have a service life less than a year (such as brushes, drag shoes, bushings, bearings, belts, rubber skirting, etc).  However, for Sourcewell customers Curbtender will be offering a 2 year (or 4,160 hours) warranty period at no extra charge for its sweepers and leaf/litter/debris collectors.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No restrictions or limitations occur. The customer can use the product to collect any type of road debris without impacting the warranty.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	As a standard practice, our warranties do not cover travel time or mileage to perform warranty repairs. However, Curbtender makes warranty determinations on a case-by-case basis. So if a warranty scenario requires such reimbursements in order to properly take care of the customer, we work to meet the servicing entity half-way.
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?	Prior to unit installation into a certain geographic area, Curbtender will designate and train a service entity if none exists in that area today. Furthermore, it is common to train a government entity on service and provide it the ability to perform regular warranty repair work themselves.
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?	Curbtender's vendors provide it with various warranties on their manufactured products which we install in our products. The end user files a warranty claim with Curbtender's local service partner, and then Curbtender makes a warranty determination for the end user. After that process is completed, Curbtender separately seeks warranty reimbursement from its vendors. But the two processes are independent so that the customer only has to file a claim in one place and determination is quicker.
50	What are your proposed exchange and return programs and policies?	If a return or exchange is required for service parts, a Return Goods Authorization form is created. Curbtender will then create a return shipping label for the end user to send parts back. A 20% restocking fee is applicable if the part has been installed and taken off (but not used in service) prior to return.
51	Describe any service contract options for the items included in your proposal.	Curbtender's Premier Support Plan offers onsite unit health inspection & service training" for a flat fee of \$10,000 per event. This annual service option includes sending a factory service technician to the end-user's location for 4 days to conduct a service training session for up to 5 technicians and perform a comprehensive unit health assessment on up to 5 Curbtender units.  As part of that assessment Curbtender will check that all hydraulic pressures meet factory expectations, will ensure all mechanical and electronic settings meet factory recommendations, test the hydraulic oil, and perform a thorough physical and functional inspection. If necessary (and possible), certain repairs or preventative maintenance may be performed onsite during the visit (charged separately as necessary if non-warranty).  Customers who purchase this service option qualify for a one year extension to their base unit warranty if conducted in the first year of unit service. See related documents in the uploaded files.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods?	Standard payment terms are net 30 days for customers located in the continental US. For all others, the terms are still net 30 from time of invoice, but the unit will not be released for transport until it has been paid. Check and wire transfer are accepted for equipment bodies. Check, wire transfer, and credit card are acceptable for service parts.
53	Describe any leasing or financing options available for use by educational or governmental entities.	Curbtender has partnered with NCL Government Capital, a Sourcewell awarded vendor, to provide numerous forms of financing and leasing to its customers. In particular, Curbtender advertises municipal financing that has 12 months before first payment has to be made, as well as a municipal lease-to-purchase option.
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.	Quotes are generated in Curbtender's online Configure-Price-Quote tool. Once an order is place, an "Order Acknowledgment" occurs to ensure all parties agree on the proposed build details. Upon completion of unit, an invoice is generated.
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?	Yes, Curbtender can accept P-card payments for its body equipment and parts. However, such transactions incur a 3% service fee.

**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 Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Curbtender utilizes an MSRP price list (see attached documents). Published model-specific discounts apply for Sourcwell customers, repeat customers, and volume purchases. These discounts can be combined.
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.	Curbtender is offering Sourcwell customers a \$2,000 discount from standard pricing on its Sentry 450, Sentry 650, and VacPak models; and a discount of \$3,500 from standard pricing on its Centurion and Warrior models. In addition to these Sourcwell discounts, Curbtender provides Sourcwell customers with an upgraded warranty (2 years total) for no extra charge.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Curbtender has volume discounts based on order sizes of 2-4, 5-10, and 11+ units. For Sentry 450, Sentry 650, and VacPak models, the volume discount is \$1,000, \$2,000, and \$3,000 respectively. For Centurion and Warrior models, the volume discount is \$2,000, \$3,000, and \$4,000 respectively. In addition to our Sourcwell discount and volume discounts, Curbtender offers a \$1,000 repeat customer discount. Lastly, discretionary unpublished discounts are offered on a case-by-case basis if a quote has a high level of option content select. All Curbtender's various discount options can be combined.
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.	Customers often have preferences for various equipment, electronics, and other add-ons. When "open market" items are requested by Sourcwell customers, Curbtender will use its purchasing power as an OEM to procure the item at OEM rates. Curbtender will then utilize a sliding scale "cost plus percentage" markup depending on the option/product acquisition cost.  For items \$0 - \$100: 50% For items \$101 - \$500: 35% For items \$501 - \$1,000: 30% For items \$1,001 - \$5,000: 25% For items \$5,001 - \$10,000: 20% For items \$10,001 - \$30,000: 15% For items \$30,001 - \$60,000: 10% For items \$60,001 or more: 6%  Curbtender intends to use the "sourced" products method to procure truck chassis on the "Open Market" that Sourcwell customers desire to mate with Curbtender's refuse bodies. While Curbtender is proposing a select group of turn key solutions with body and chassis offered together, it is impossible to offer every selection a customer may desire. So the open market sourcing is an important tool for Curbtender in offering enhanced turn key offerings to its customers.
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 and training are the two main costs which are not included in our standard price guides. Freight is variable depending on model and customer location. Training is often requested by the end-user and facilitated by the local dealer. The cost of training ranges depending on customer location, number of operators or techs to train, and total time required. Typically Curbtender sees dealers charging \$1,500 - \$3,500 for training based on these variables.
61	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Curbtender will provide the customer with estimated freight quotes at time of unit quote, as well as a final freight quote prior to delivery. Typically the unit is driven rather than flat-bed hauled to the customer, unless it has a CNG powered chassis. Curbtender works with multiple national freight brokers as well as several local drivers. Copies of valid insurance and regular driver history checks are used to ensure quality service. With multiple freight quotes for each unit moved, Curbtender is able to ensure the end user is receiving the most competitive price possible.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight for Canada is no different than our program for continental US. For Alaska, Hawaii, and offshore locations, we normally have the added step of working with sea freight brokers and sometimes must plan production in order to meet winter passage restrictions. This is a regular part of our sales and delivery process.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Curbtender runs promotions on spare parts and wear parts for customers receiving new unit deliveries called "If it Fits, it Ships." We can fit a substantial amount of parts into their hopper, effectively providing free freight for those parts. In addition, we provide a discount of 10% on those parts.

**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.	In addition to the established Sourcwell dollar amount discounts applicable for each product model, the customer can combine with the published volume discounts and repeat customer discounts (as applicable).

**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.	Curbtender is able to ensure that all customers receive the correct pricing because it will be responsible for managing the quote and invoicing process to its customers. Furthermore, the Sourcewell discount is a selectable option within Curbtender's Configuration Price Quote tool. When selected, it generates an option code that follows the unit from quote, order, build, and invoice. This allows Curbtender's Sales Manager and Controller to effectively audit all Sourcewell deals and ensure timely and accurate payment of the administrative fee. Curbtender will train its internal sales network and external sales network on its Sourcewell contract. Internally, we will regularly review the Sourcewell quote, order, and invoice activities. Our sales coordinator will have copies of all option guides proposed to Sourcewell and will ensure that each quoted and submitted order adheres to the submitted materials.
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.	Curbtender looks at the following metrics when evaluating its current Sourcewell refuse award:  *Sourcewell Quote Activity *Sourcewell Sales Growth *Curbtender's Sourcewell website page visits *Curbtender's Sourcewell internet advertising campaign metrics *Profit analysis of Sourcewell deals
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.)	For Curbtender's sweeper bodies and leaf/litter/debris collection trucks, Curbtender proposes to pay Sourcewell a 3% administrative fee.  In the event that a Sourcewell customer procures truck chassis from Curbtender as part of its turn key product package or an open market sourcing, Curbtender proposes paying a 1.5% administrative fee.

**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.	<p><b>Centurion</b> The Centurion is a patented mechanical street sweeper that utilizes a rear main broom to deposit debris onto a conveyor belt, which then loads the debris into a centralized rear hopper. The hopper uses a scissors lift to allow variable dump height. The Centurion incorporates patented fan, filter, and shrouding technology to allow PM10 compliant dust suppression while sweeping without the use of water spray. is a single engine sweeper, meaning it utilizes power from the chassis engine.</p> <p><b>Sentry 450</b> The Sentry 450 is a patented under CDL regenerative air sweeper with 4.5 cubic yard hopper capacity. This unit is ideal for smaller towns, facility/campus sweeping, and parking lot and parking garage sweeping. The Sentry 450 uses an auxiliary engine to power sweeping functions.</p> <p><b>Sentry 650</b> The Sentry 650 is a patented regenerative air sweeper with 6.5 cubic yard hopper capacity. The Sentry 650 has a mid dump height, offering additional versatility on route. It is ideally suited for neighborhood and main line sweeping in cities, as well as airport runways. It features an auxiliary engine to power the sweeping functions.</p> <p><b>VacPak</b> The VacPak is a patented vacuum truck for collecting litter, debris, and leaves. The body features a compaction panel that allows substantial compression of the loaded debris. On the street side of the VacPak, optional cart tipper mounting allows carts full of debris (such as yard waste) to be dumped and compacted into the body. From inside the chassis cab, the operator controls a robotic arm which holds the suction tube connected to the vacuum fan. The arm can be moved into a variety of directions and depths to vacuum collect debris. The arm, suction tube, and fan assembly can be dismantled in less than a day- converting the VacPak into a manual side loading refuse truck. The VacPak operates using power from the chassis engine.</p> <p><b>Warrior</b> The Warrior is a mechanical street sweeper that utilizes a rear main broom to deposit debris onto a conveyor belt, which then loads the debris into a centralized rear hopper. The hopper uses a scissors lift to allow variable dump height. The Warrior is PM10 certified with the use of a water based dust suppression system. The Warrior is a single engine sweeper, meaning it utilizes power from the chassis engine.</p> <p>Curbtender is offering body and option pricing for the previously mentioned models. In addition, it is offering select turn key packages to simplify ordering of Curbtender's most popular models for government entities. The turnkey package includes truck chassis and installation. The turnkey packages Curbtender is offering are:</p> <p>Sentry 450 on Isuzu NRR Sentry 650 on Freightliner M2 VacPak on Freightliner M2 Warrior on Freightliner M2</p>
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.]	Street Sweepers, Mechanical (Centurion, Warrior) Street Sweepers, Regenerative Air (Sentry 450, Sentry 650) Litter/Debris/Leaf Vacuum Collection Trucks (VacPak)

**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	<input checked="" type="radio"/> Yes <input type="radio"/> No	Curbtender's mechanical sweepers and regenerative air sweepers are ideal for streets and parking lots, but not for side walks. *
71	Runway sweeping and cleaning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Curbtender's regenerative air sweepers have options to be upfitted with magnetic foreign object bars to collect metal on runways. And its Sentry 450 is ideal height for most airport parking garages. *
72	Litter, trash, and debris vacuums	<input checked="" type="radio"/> Yes <input type="radio"/> No	The VacPak is a litter, trash, debris, and leaf collection vehicle. It also compacts the collected debris, allowing for far greater payload. *
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Curbtender sells service and wear parts for its products, offered locally by its independent sales and service partners. *

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

**Line Item 74. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - Curbtender Sweeper Price Guide PRL09.21.pdf - Thursday September 30, 2021 15:21:04
- [Financial Strength and Stability](#) - 1st State Bank - Curbtender Sourcwell Letter.pdf - Thursday September 30, 2021 13:42:04
- [Marketing Plan/Samples](#) - Curbtender Sourcwell Marketing Plan Examples.pdf - Thursday September 30, 2021 15:55:07
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Curbtender Sweepers 24 month - Limited Warranty 090618.pdf - Thursday September 30, 2021 13:52:42
- [Standard Transaction Document Samples](#) - Standard Sourcwell Sales Documents.pdf - Thursday September 30, 2021 13:51:38
- [Upload Additional Document](#) - Curbtender-Sourcwell Other Supporting Documents.pdf - Thursday September 30, 2021 15:33:37

## 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. - Mark Watje, President, Curbtender, 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
<b>Addendum_2_Street_Sweepers_RFP_093021</b> Wed August 25 2021 07:12 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Street_Sweepers_RFP_093021</b> Fri August 13 2021 02:49 PM	<input checked="" type="checkbox"/>	2