

**Solicitation Number: RFP #030923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and EDGE Innovate, 30 Farlough Road, Dungannon BT71 4DT (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 Recycling and Repurposing Equipment with Related Accessories, Supplies, Technology, and Services 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 May 3, 2027, 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 other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to 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 Request Form will become an amendment to this Contract and will be incorporated by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;

- Timely response to all Sourcwell 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, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the 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 Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

### **11. INDEMNITY AND HOLD HARMLESS**

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

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

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



advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

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

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

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

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

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

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

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

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:  
\$2,000,000

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 cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

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

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

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

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

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

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

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

## **22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

EDGE Innovate

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
4/27/2023 | 1:23 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Lee Williamson*  
F00DE396533E456...  
By: \_\_\_\_\_  
Lee Williamson  
Title: Territory Sales Manager  
4/27/2023 | 4:33 PM CDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
4/27/2023 | 4:37 PM CDT  
Date: \_\_\_\_\_

# RFP 030923 - Recycling and Repurposing Equipment with Related Accessories, Supplies, Technology, and Services

---

## Vendor Details

Company Name: EDGE Innovate  
Address: 25 Nolen Street  
Birmingham, Alabama BT71 4DT  
Contact: Jason Park  
Email: Jason.park@edgeinnovate.com  
Phone: 044-877-4052  
Fax: 28-774-0525  
HST#:

## Submission Details

Created On: Thursday January 19, 2023 06:14:41  
Submitted On: Wednesday March 08, 2023 03:46:04  
Submitted By: Jason Park  
Email: Jason.park@edgeinnovate.com  
Transaction #: e9dba3b6-732a-4e56-b1db-e0f07bb62847  
Submitter's IP Address: 193.161.8.130

---

## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	EDGE INNOVATE
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	VAT NO: GB121301877 REG NO: NI 608696
5	Proposer Physical Address:	30 Farlough Rd, Dungannon BT71 4DT
6	Proposer website address (or addresses):	<a href="https://edgeinnovate.com/">https://edgeinnovate.com/</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mr. Lee Williamson
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mr. Lee Williamson Territory Sales Manager 25 Nolen Street, Mount Laurel, Birmingham, Alabama, USA, 35242 lee.williamson@edgeinnovate.com +1 205 777-9987
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mr. Jason Park Sales Consultant 30 Farlough Rd, Dungannon, Northern Ireland BT71 4DT jason.park@edgeinnovate.com + 44 7522464545  Mr. Adrian Donnelly Marketing Manager 30 Farlough Rd, Dungannon, Northern Ireland BT71 4DT adrian.donnelly@edgeinnovate.com +44 28877 41888

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

Line Item	Question	Response *
-----------	----------	------------

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	EDGE Innovate is a global leader in the design and distribution of equipment used in the quarrying, port handling and recycling industries based in the North of Ireland. We have been manufacturing machinery since 1990, as KMC Engineering, until rebranding as EDGE Innovate in 2008. It was this rebranding process that led us to place a greater focus on the recycling side of our business in which we have grown from strength to strength ever since. Our recycling equipment can now be seen working in close to 100 countries across the globe and all 50 states within the United States. Our key focus is to help our customers to grow and improve profitability by providing equipment that drives down operational costs whilst maximizing return. As we continue to move towards a circular economy, our machinery will play a key role in the process, and we want to be at the forefront of this positive change. We as a company aim to: 1.) Eliminate waste and pollution 2.) Circulate products and materials (at their highest value) 3.) Regenerate nature 4.) Become the Number 1 Supplier of Mobile Recycling Equipment. (See Appendix 1: Corporate Presentation for further details)	*
11	What are your company's expectations in the event of an award?	In anticipation of acceptance to the Sourcewell platform we expect to gain a competitive edge over likeminded suppliers who understand the value SOURCEWELL can bring. We hope that this will provide us with an opportunity to extend our customer base and open us up to exciting new projects that will allow us to continue our growth within North America. We wholeheartedly believe that this will help accelerate us to the next level and believe that we are now in the best position to fulfil your customers' expectations. Our established brand name, distribution network, pricing strategy and after sales / service systems have continually grown and developed to the stage where we can now apply full coverage to any country/ region across the globe. In terms of implementing Sourcewell into our everyday operations, we will be sure to have a dedicated section on our website detailing our status as a certified Sourcewell suppliers. A major focus for us will be in the promotion of the contract which will provide great value to existing and potential new customers. It will be key to advertise this award as much as possible and ensure our dealer network develop this promotion on a more localized level on the ground. We have set aside an agreed budget purely for the above purposes and will invest in relevant brochures and flyers that we can take to the many trade shows we visit each year advertising the Sourcewell contract.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See Document: Financial Strength and Stability.	*
13	What is your US market share for the solutions that you are proposing?	Through the research we are able to conduct through EDA and Abrams import data we are able to compare our sales performance with that of both our European and US competitors. (Please see appendix 2 North America Market Share. *2022 data not yet available) Across the main categories of Shredding, Stacking, and Screening we are performing in the top 2 for all. However, we are an ambitious company and have set ourselves the aim of becoming the number one supplier for mobile recycling equipment for North America. In terms of the focus for our company, around 50% of the machines we manufacture are delivered to the USA with a further 8% being delivered to Canada. This is a large proportion of our business which we are eager to expand further. Over the past number of years, we have manufactured an average of around 300-350 units per calendar year. We have recently expanded our factory to increase our production capacity by 25% so that we can serve our customers with even better availability. Further investment in our USA base can be seen with our new spare parts hub which ensures quick delivery to all North American customers. We are sending one 40FT container of spare parts every 3 months to ensure it is readily stocked to service our customers.	*
14	What is your Canadian market share for the solutions that you are proposing?	The data we have provided above is for the entirety of North America. Canada is our 3rd largest market after the United States and Australia accounting for 8% of total units delivered.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Manufacturer. We are a manufacturer however have our own dedicated USA team based in Alabama who liaise with our various network of dealers across North America. We are very proud to say that we have established an experienced dealer network capable of servicing the entire 50 states of America. We have a very strong relationship with our partners and have been distributing equipment in coordination with most of them for over 20+ years. We value our long-term relationships and credit our partners as being a large reason behind our success. Each Distributor has direct access to our online dealer portal where they have instant access to an array of sales and service collateral. They are also in daily communication with our hub in Alabama, discussing all things from potential future projects to spare parts for upkeep on existing installations. Each distributor also has a direct line of communication across our factory, including sales support, engineering support, after sales support, production and marketing. The majority of our dealers will carry stock equipment to help ensure quick delivery to the customer but for certain projects we will create bespoke solutions in order to satisfy the scope of supply.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	N/A	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	N/A	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2017            Made in Northern Ireland – Exporter of the Year 2017            Made in UK - Exporter of the Year 2017            Sustainable Ireland Awards - Waste Equipment Innovation            Made in NI – Highly commended for Manufacturer of the Year 2017            Aer Lingus Viscount Awards - Highly commended for Exporting 2017</p> <p>2018            Deloitte Best Managed Companies 2018            Made in NI – Manufacturer of the Year 2018</p> <p>2019            Made in NI – Exporter of the year 2019            Deloitte Best Managed Companies 2019            Queen's Award for International Trade 2019</p> <p>2020            Deloitte Best Managed Companies 2020            Belfast Telegraph - Highly Commended – Best Large Company of the Year 2020</p> <p>2021            Gold Winner – Deloitte Best Managed Companies 2021            Mid Ulster Mail Business Excellence Awards – Best Manufacturer 2021</p> <p>2022            Queen's Award for Enterprise 2022            Belfast Telegraph - Highly Commended – Excellence in Exporting 2022            Business Eye Family Business Awards - Manufacturing Excellence Award Large Company 2022</p>
20	What percentage of your sales are to the governmental sector in the past three years	10% (North American Sales Only)
21	What percentage of your sales are to the education sector in the past three years	0%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
City of Greensboro; North Carolina	Lewis Walker	336-373-7662
Municipality of Anchorage, Alaska, Solid Waste Services	Glen Haasl	907-428-0864
Mecklenberg County, North Carolina	Doyle Tyson	980-307-2712
City of Salinas, California	Cesar Zuniga	831-775-3020
City of Belle Fourche, South Dakota	Brent Hardy	605-892-2494

**Table 5: Top Five Government or Education Customers**

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Municipality of Anchorage	Government	Alaska - AK	Solid Waste Shredding Equipment	\$684,058	\$1,368,116	*
City of Belle Fourche	Government	South Dakota - SD	Solid Waste Shredding Equipment	\$718,300	\$718,300	*
City of Greensboro	Government	North Carolina - NC	Solid Waste Shredding Equipment	\$560,000	\$560,000	*
City of La Conner	Government	Washington - WA	Waste Sorting Equipment	\$215,000	\$215,000	*
City of Salinas	Government	California - CA	Waste Sorting Equipment	\$220,000	\$220,000	*

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *	
26	Sales force.	As we export equipment worldwide, we market and sell our equipment both directly from our factory and through a network of independent dealers. Our equipment can be seen working in close to 100 countries and all 50 States. Our dealership network is continuing to grow stronger each year. The backbone of our company is our vast network of independent dealers around the world who sell and service our machines. They have played a pivotal role in helping us build and maintain close relationships with customers and gain insights into how we can improve our products and services to better fill customers' needs.	*
27	Dealer network or other distribution methods.	We have a strong network of dealers across North America to cover all required states and territories. We have 19 independent dealers who we have been working with for many years as well as direct support from our dedicated EDGE team based in the United States. See attached Appendix 4.1, 4.2, 4.3 supporting documents providing full details on our independent dealers.	*
28	Service force.	All of our independent dealers have dedicated service teams which have been trained and certified at our EDGE training facility in Northern Ireland. We regularly host various training events throughout the year to ensure all service staff are up to date on any technological advances and can provide the best value service to our customers.	*



29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>EDGE Innovate has relied on our network of independent dealers to grow our presence in North America and it is with their continued support and active participation in the Sourcewell contract that will play a significant role in our future success.</p> <p>The EDGE order process for Sourcewell projects will be organised in a way to ensure that the process is as straightforward as possible for the customer, our sales team and the Sourcewell team.</p> <p>We have planned the process step by step as follows:</p> <ol style="list-style-type: none"> <li>1.) Customer contacts the local dealer or factory for a Sourcewell contract purchase.</li> <li>2.) Determination is made regarding membership status.</li> <li>3.) If non-current member, have a member of our dedicated Sourcewell team (Based in the United States) assist the agency with their application.</li> <li>4.) Our local dealer for their given region will speak closely with the potential customer to determine the scope of the project and provide the relevant quotation along with a recommended specification for unit.</li> <li>5.) Customer receives pre-determined % discount as Sourcewell member which has been communicated to our dealership network in full. (12%)</li> <li>6.) If the quotation is agreeable, we will require a PO which is standard practice for us. This allows us clear visibility over all sales our partners make. Such purchases will be marked as Sourcewell Cooperative and will have the contract uniquely logged in our systems. This will help to make the quarterly reporting process to Sourcewell much easier and ensures all administrative fees are accurately paid in a timely matter.</li> </ol>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Internally, we monitor response times and work to ensure that each request/ enquiry is answered within 24 hours. In order to achieve such a quick response time, we have a dedicated Sales hotline which is monitored by our highly trained staff to ensure our partners queries are catered for. We also have a designated helpdesk set up for any engineering or technical queries that require assistance from the factory. (helpdesk@edgeinnovate.com) Our factory and extended dealer network have numerous highly trained service engineers which are readily available to provide same day on-site assistance to any customer should they encounter any unlikely issues with our units. We also have the ability to monitor machine performance from a far through our telematics system that we can install should the customer choose. This helps us to anticipate any potential issues and allows us to suggest some performance tips to the operators. For example, the telematics system on our VS 420 shredder will provide details on:</p> <ol style="list-style-type: none"> <li>1. Engine Fuel Rate</li> <li>2. Engine Total Fuel Used</li> <li>3. Engine Speed</li> <li>4. Air Intake Temp.</li> <li>5. Engine Load</li> <li>6. Oil Pressure</li> <li>7. System/Battery Voltage</li> <li>8. Coolant Temp.</li> <li>9. Engine Hours</li> <li>10. Fuel Delivery Temp.</li> <li>11. Shaft Forward Pressure</li> <li>12. Shaft Reverse Pressure</li> <li>13. Fuel Level</li> <li>14. Soot Load</li> <li>15. Hydraulic Oil Temp</li> </ol>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are 100% able and willing to provide our products/ services to all locations throughout the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are 100% able and willing to provide our products/ services to all locations throughout Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will be able to provide full sales and service assistance to all Geographic locations across the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We have no limitations and will be able to serve all required sectors.	*

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions. We have partners who provide full coverage to all US Territories. We already have equipment working in Hawaii, Alaska and Guam.	*
----	--	--	---

**Table 7: Marketing Plan**

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>EDGE Innovate will utilise a combination of digital, print and traditional marketing avenues to raise awareness of sourcewell, to expose agencies to the equipment available on the contract and to educate our network of distribution partners in North America.</p> <p>EDGE Innovate runs an extensive training programme for our North American distribution partners. We will incorporate the opportunity of the Sourcewell contract within our sales training courses to build awareness and to educate our distributor network. As our feet on the ground, raising awareness and educating the benefits of a Sourcewell contract within this influential group will garner the best results.</p> <p>EDGE Innovate's corporate website averages just under 7000 visitors per month. A Sourcewell landing page will be created and added to our corporate website will detail how to take advantage of a Sourcewell contract and how it can benefit a municipality or government agency for equipment purchasing. EDGE Innovate currently enjoys top ranking position for a number of keywords relating to our product solutions. We will take full advantage of that experience to secure the maximum number of visitors to our Sourcewell landing page helping to raise awareness of procuring equipment via the programme.</p> <p>EDGE Innovate has a number of successful social media platforms which we will utilize to help to build more awareness and to direct potential customers to our Sourcewell landing page. Our Facebook page has over 6000 followers whilst our LinkedIn channel has close to 6500 followers. Our social media pages will be strongly supported by the social media from our entire North American distributor network.</p> <p>An email marketing campaign targeting existing customers, distribution partners and those who have interacted with EDGE via our website or tradeshows will be rolled out. EDGE Innovate currently has over 10,000 subscribers that receive regular emails from EDGE marketing.</p> <p>From previous marketing experience, we understand that the best way to highlight the contract opportunity and its benefits is to provide examples of where the contract has been previously successful. An online news story detailing customers who have successfully utilized the Sourcewell contract to purchase EDGE Innovate equipment will ultimately help us sell the platform to potential future customers and educate our distribution network. Such success will be shared not only on our website but also through our various social media platforms in which we post regularly and have a large following. (See Appendix 6, Facebook Post Outreach)</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We are active on all our social media accounts including, YouTube, Facebook, Twitter, Instagram, LinkedIn. Our annual Facebook reach for 2022 was just under 600,000. Our most popular post last year reached 85 thousand people. This was in relation to a short video we had of machines leaving our factory destined to the United States.(See picture labeled Appendix 5). We anticipate similar outreach from our Sourcewell posts.</p> <p>In order to capture the correct audience who search for cooperative buying solutions online, it is essential that we utilize strategic keywords within our website to drive search traffic to our dedicated Sourcewell page. We liaise frequently with the largest search engine Google and will work with them to ensure we give ourselves the best possible opportunity to draw attention to our page by implementing their suggestions. Information cultivated from these visitors will be added to our email marketing database so that we maximise the effectiveness of our marketing campaign whilst utilizing different marketing mediums.</p>	*

38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>As an industry leader within the Cooperative Purchasing Industry, the benefits of holding a contract with Sourcwell is very attractive to us as a company. We understand that customer reliance on Sourcwell is only going to grow as technology continues to advance. Quick, easy to use public procurement platforms will replace outdated tender processes in which Sourcwell is at the forefront of this movement. Our only expectation from Sourcwell is that they maintain their high level of professionalism and continue the hard work in growing their existing client base. We of course have our role to play in this but your presence at trade shows and excellent website help to provide us with the content we need to actively promote the contract.</p> <p>As part of our sales efforts, we will include Sourcwell into our sales training programme which is attended regularly by our North American distribution partners. The program objective is to educate individual sales members on EDGE products whilst also exploring potential sales opportunities. In conjunction with this training, EDGE marketing will create a Sourcwell page on our successful Sales App platform to allow easy presentation of our products to customers. This platform is used by the majority of our sales network across the world but in particular within the United States. The application is editable and controllable by us in the factory, so we will be sure to add in a specific section dedicated to Sourcwell so that when our sales team are on site with applicable customers, they can use this section to educate them. The app provides us with viewable analytics so we will be able to analyze the frequency in which this section is viewed/ shared. Having this section now included for our North American team, they can quickly share the relevant information.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No. However, we are currently carrying out a feasibility study to understand the potential benefits in offering this.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Training is included as standard with all equipment that we deliver. Often this is done through our dealer network who ultimately deliver the machine. However, there are instances where we will also travel from our factory to assist particular customers or even provide some additional training through online zoom/teams calls. One benefit of having long term trusted partners across North America is that they are now able to provide factory quality training to the customers. Our extensive network means customers will be located close to dealers for any further refresher courses that may be required. We have also many detailed operational and parts manuals delivered with each machine for free which will answer the majority of questions a customer may have.</p> <p>We have also created many step by step videos detailing set up procedures and maintenance instructions for each machine to ensure customers can follow our recommended guides as easily as possible. (Please see Appendix 6: EDGE Video Assistance)</p>
41	Describe any technological advances that your proposed products or services offer.	<p>With our own Research and Development team consisting of 20 members, we are always striving to advance both our existing and upcoming products. Our company is very flexible in our design and encourage feedback from our dealers and customers on features we could potentially improve. All technological advances are implemented with the idea of increasing performance, productivity and safety for the customer. All safety features that we implement are included in the machine as standard and are not optional. We are CE Certified and conform with all European health, safety, and environmental protection standards.</p> <p>At EDGE, we are not afraid of reinventing the wheel, this can be perfectly demonstrated by our recent introduction of our Radial FTS unit which is seen as our alternative to the traditional windrow turner. Large savings for the customers can be seen with regards to operational space required and initial investment, with a quality product produced in the end. This unit has been very popular with our North American customer base since its launch in early 2022 with nearly 10 units delivered to date.</p> <p>In looking towards the future, we understand the vital importance the Internet of Things (IoT) will have on day-to-day society. It is for this reason that we build our machines with the ability to accommodate Telematics, should they be required. The IoT is opening the door to opportunities that entail more than just the improvement and digitalization of individual processes. Our units will relay all vital information to customers to gain a better understand of how best to run their machine. It is with this reason that our machines are built to satisfy Industry 4.0 requirements.</p>

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>EDGE is one of the worlds leading manufacturers of mobile recycling equipment. Our products help to divert millions of tonnes of waste destined for landfill. For example; an EDGE recycling plant commission for the Australian recycling giant, Cleanaway has helped them to divert up to 40% of their waste stream from ending up in landfill. We have worked closely with municipalities all over the globe in their aim of creating a circular economy. We continue to development our product line, making them more environmentally friendly by introducing more electric powered products. From 2018 to 2020, our engineering team have successfully developed our products to meet both Tier 4 Final and STAGE 5 engine emissions. For example, our new VS420 waste shredder utilizes Caterpillar's latest SCR technology to reduces engine emissions and to provides a robust and economical solution for our customers. Fuel consumption of our products has improved on average by up to 9% compared to our old Stage IIIB engine options.</p> <p>As part of EDGE Innovate's drive towards resource efficiency, whilst minimizing the environmental impact of our manufacturing process, we have invested heavily in or infrastructure. Our new 37,500ft<sup>2</sup> paint shop facility see several environmental benefits. With shorter drying cycles and superior heat retention properties of the new paint booths installed; EDGE Innovate's onsite energy consumption has improved. Wastage generated via the painting process has also be greatly reduced, as too has the level of organic substance emissions. Invested in solvent recycling machine which flushes out waste paint from spray guns; wastage has been reduced to 5 litres from 50 litres per cycle.</p> <p>Constant investment in new and replacement equipment such as variable speed compressors has reduced power required by up to 40%.</p> <p>Recently installed a complete Rooftop Solar PV to our factory headquarters, reducing our energy costs further. With a projected annual output of 140,751kWh from the Rooftop Solar PV roof, and an annual CO2 offset of 72,768kg per annum, the new system will help us to minimize the impact of our product operations and futureproof the structure of our operations Committed to utilizing local suppliers to support our manufacturing process, using less fuel, as well as lowering our carbon footprint.</p> <p>We remain environmental conscious in all aspects of our business and strive to reduce our carbon footprint at every opportunity. Within our office we have implemented various schemes in order to become more environmentally friendly. From paperless to energy saving lightbulbs to Cycle to work schemes, we have taken great strides to move closer to our net zero target. We regularly conduct energy audits to find out where we are using excessive energy and take active steps to make our premises more energy efficient.</p> <p>As a large proportion of our range is recycling equipment, we pride ourselves in playing a vital role in the necessary strive for a circular economy. Our equipment helps to reduce the amount of waste that is sent to landfill sites and helps in the recovery of limited resources such as precious metals. Our organic range is helping to turn waste into useful material that can be used in a number of ways, including an alternative energy source and product (Compost/Mulch). This all helps to reduce our over reliance on fossil fuels. We also won the Waste Equipment Innovation award at the Sustainable Ireland Awards in 2017 which recognizes our progression and innovation.</p> <p>One key focus for our business is ensuring that our equipment is available with the option of being fully electric as we inevitably turn away from diesel engines. In the meantime, we have also introduced eco-power saving functions for our customers who still prefer Diesel engines. This function significantly reduces fuel consumption, which is an extra cost saving for the customer as well.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>We are very proud of our diverse workforce and attribute a lot of our success to our employees that come from various backgrounds.</p> <p>We also have an equal opportunities policy whereby we asses all potential applicants based on the same merits and requirements. We also conduct pay equity audits to look for discrepancies between pay rates and ensure that all employees with equivalent experience in a similar role are paid the same as their counterparts.</p> <p>In the past 3 years we have doubled the number of female employees and all play a very important in the daily operations of our company, no more so than our CFO who has held the position for over 15 years.</p>



45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>There are many reasons that make EDGE Innovate unique, but I have highlighted some of the main ones below:</p> <p><b>Expertise</b> With over 30 years of designing and manufacturing experience we have quickly become a global leader in the material handling and recycling equipment industries. This experience has provided us with a highly skilled and knowledgeable workforce across all areas of the business, including our in-house design academy.</p> <p><b>Innovation</b> Innovation is at the heart of everything we do as the company name suggests. With a focus on continuous research &amp; development, we continue to push the boundaries of design and manufacturing to produce hard working, quality machinery to fit any materials handling requirement from recycling to quarrying. We also place emphasis on solution led design through constant communication with our customers by providing them with customised machinery to suit their own individual needs.</p> <p><b>Reliability</b> To date, EDGE Innovate have exported well over 3000 units to 80+ different countries. Our products have been tried and tested in the harshest of environments, from the blistering heats of the Australian outback to chilling winter winds of Northern Canada. To ensure maximum uptime and minimum downtime, only premium components are used in the production of EDGE equipment.</p> <p><b>Support</b> We aim to develop long-term partnerships and offer the best customer support in the market for the lifetime of our units. EDGE continue to invest in aftersales and have expanded our aftersales department to effectively streamline our customer support services.</p> <p><b>Products</b> With regards to our products, our VS420 slow speed shredder has been designed with an intelligent Self-Protecting control system with tramp metal cycles that work to prevent against asset damage. Our Trommel Range comes with 180-degree discharge conveyors fitted as standard in order to increase stockpile capacity for the customer.</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 *	
46	Do your warranties cover all products, parts, and labor?	Warranty covers all products and parts. For Labor, only work and Travel approved by Edge Innovate prior to that work being carried out is warrantable.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Seller warrants its new Equipment, to be free of defects in material or workmanship for a period of 12 months from the date of commissioning or 2,000 hours of use, whichever occurs first. Extended warranties for parts/labor are available for a variety of terms and hours.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, both travel time and mileage are covered, however, Labor and travel claimed for work that could have been done on site by end user Maintenance personnel is not warrantable.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There is no region within the United States or Canada where EDGE cannot provide a certified technician to perform warranty repairs. Our extensive dealer network will take care of warranty repairs in most instances, however, for any reason that they are unable to do so, we will send a certified and factory trained EDGE service technician to service these customers	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In the case of issues relating to the engine, we require the customer to work directly with Caterpillar who supply all of our engines. During the warranty claim however, we will stay in constant contact between the customer and Caterpillar in order to ensure that there is a clear channel of communication between both to make sure the process is as smooth as possible. The reason we chose to have Caterpillar as our sole engine provider is due to the fact that they provide the best coverage for servicing engines and are the most trusted brand within the industry.	*
51	What are your proposed exchange and return programs and policies?	N/A	*
52	Describe any service contract options for the items included in your proposal.	We have a very flexible service contract which accommodates full customisation by the customer. Usually, such arrangements are negotiated at the local dealership level, however we can also supply field technicians directly from our factory to conduct scheduled maintenance programs at an additional cost.	*

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

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment Terms are Net 30. Payment methods; We are flexible and will work with each customer to accept their desired payment method. Bank transfer or Letter of Credit would be the preferred option.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Financing options are available directly from our factory on a case by case basis.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	All of our dealers have access to our standard order forms. We will send them separate Sourcewell order forms which will indicate the special pricing provided to Sourcewell customers. They also include our Terms and conditions on a separate tab.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Unfortunately, we do not accept the p-card at this time.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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.	Please see attached electronic copy of our price list for all our equipment. This list includes the standard retail price for the equipment and options (i.e. power source) and then the discounted price Sourcwell customers will pay for reference.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing within our proposal for Sourcwell customers will represent a 12% discount on our standard rate for customers.
59	Describe any quantity or volume discounts or rebate programs that you offer.	EDGE is willing to negotiate a quantity specific discount on a case-by-case basis.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	A large part of EDGE Innovates' success has been through our ability to manufacture bespoke units which encompass a vast array of nonstandard options. Such options will require individual quotes in order to ensure we are providing the best value for the customer. The negotiation for which will be conducted through the customers local EDGE Dealership.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no additional costs. Freight charges will be added at cost.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight charges are additional. Unfortunately given the global fluctuations in freight costs, it would be unwise to set a fixed cost for delivery. Initially we instruct our logistics team to source multiple shipping options / prices for a particular project and then add this price to the quoted figure for the unit. If the customer prefers that the unit can be shipped to our dealer before hand so that they can carry out the pre delivery inspection, we can accommodate this. Our dealers carry a certain volume of stock machines for our equipment so in some cases the transport will be minimal, or they will have the option to collect themselves. All freight quotes will be added at cost.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Same as above. We have vast experience selling into each region and have dedicated dealer networks set up within each. We have also supplied equipment to other territories such a Guam.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We also welcome customers to price their own shipping in order to ensure that the most economically viable method is selected for the customer. Throughout the industry we pride ourselves in having one of the shortest delivery times for new equipment. We also challenge ourselves to ensure that each delivery time quoted to the customer is met so that the customer does not suffer any delays. Our high-tech production schedule makes it easy for us to predict anticipated delivery times with a high degree of accuracy. All of our teams are rewarded for meeting strict deadlines.

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	In order to comply with the Sourcewell reporting process, we will submit a quarterly summary to our appointed contracts administrator. This report will detail clearly sales which were a direct result of the Sourcewell contract along with some further details on the project. To ensure the report is accurate, we will appoint a designated member of staff who will ensure this process is completed in full and submitted in a timely manner. Each dealer will be educated fully on the process for submitting Sourcewell reports to us. (See Appendix 7: Dealer Pack Sourcewell) All potential Sourcewell customers must also be reported to us so that we can keep a clear view and track the successfulness of the platform. All applicable fees will also be processed as quickly as possible in order to ensure we will remain trusted Sourcewell suppliers.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We will utilise our own KPI's but for the most part we will compare year over year sales volume to government and education customers before and after our involvement with the Sourcewell contract. All of our sales are accurately recorded on the online platform Click up and are updated instantaneously. We will also look at specific locations and determine which areas may need to improve their Sourcewell training so that we are maximizing our opportunities. Another key metric that we will use is looking at the number of Sourcewell opportunities that have been explored by each member of our distribution sales teams. We have access to each of our distributors dedicated EDGE CRM program so will be able to track their performance. This platform will undoubtedly open a range of new opportunities for sales. We have a large number of successful installations with private companies within North America which will serve as good reference points. Coupled with a Sourcewell contract we can now actively target governmental organizations with greater ease than before. We have no doubt about the sales potential for our equipment especially as we continue to move towards a circular economy and increased government funding is released for recycling equipment.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2% per machine, Inclusive of machine base price and options. (excluding freight).



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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	EDGE Innovate is an Irish manufacturer of mobile shredding, screening, sorting and stacking equipment for the waste and recycling industries. The quality products that we manufacture have allowed us to become renowned as one of the foremost key players in the processing of Municipal Solid Waste, Green waste, Construction + Demolition waste, Tires and Wood Waste. Our vast experience in the industry has allowed us to continually improve our existing offering and develop our range. We pride ourselves in being able to offer customers the "full solution" and offer a wide range of customisable options to suit each individual project requirements. As part of our offering, we provide a complete after sales program with a dedicated team based in the United States to help assist our network of dealers who also have their own team and stock to deal with after sales care. We also have a full time EDGE engineer based in the United States who will support the local engineers who are employed by our dealers to ensure we respond as quickly as possible to limit machinery downtime. We keep our US warehouse fully stocked with numerous key components to ensure downtime is kept at a minimum. We conduct scheduled training at multiple intervals throughout the year on both sales and service in which we will now also incorporate the Sourcewell platform. (Please find Appendix 8: EDGE Sourcewell Catalog)
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Shredding , Stacking, Screening, Separating. MSW, Construction & Demolition Waste, Biomass, Green Waste, Industrial Waste, Tires, Mulch, Wood Waste, White Goods.

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

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

Line Item	Category or Type	Offered *	Comments
71	Tub grinders, horizontal grinders, enclosed grinders, and solid waste grinders	<input type="radio"/> Yes <input checked="" type="radio"/> No	
72	Whole tree chippers and shredders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
73	Stacking and separating conveyors	<input checked="" type="radio"/> Yes <input type="radio"/> No	
74	Trommel screens	<input checked="" type="radio"/> Yes <input type="radio"/> No	
75	Rubber tire shredding equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	
76	Compost turners	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our EDGE FT-R is seen as an innovative alternative to traditional Compost Turners.
77	Related equipment, accessories, supplies, technology, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed in Line Items 71 - 76 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Density Separators, Manual Picking Stations.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
78	Describe any key designs, processes or innovations that promote or enhance the safety, reduce down-time and simplify the operation of your equipment.	Innovation is at the heart of everything we do as the company name suggests. With a focus on continuous research & development, we continue to push the boundaries of design and manufacturing to produce hard working, quality machinery to fit any material handling requirement from recycling to quarrying. We also place emphasis on solution led design through constant communication with our customers by providing them with customized machinery to suit their own individual needs. Each machine we manufacture is entirely designed and manufactured in-house here at our factory base in Northern Ireland. The equipment is then marketed and sold through a mix of support from the factory and our dedicated network of dealers. With over 25 years of designing and manufacturing experience we have quickly become a global leader in the material handling and recycling equipment industries. This experience has provided us with a highly skilled and knowledgeable workforce across all areas of the business, including our in-house design academy. Safety is always the prevailing factor in every design, and we are of the opinion that building the most reliable and safe equipment will not only provide safety for those who operate our equipment but also ensures downtime is kept to a minimum as we only use premium brands and parts in our machinery builds. We have also incorporated design features such as intelligent load sensing that prevents asset damage and prolonged periods of downtime. Incorporated into our entire Trommel and Shredding Range as standard, intelligent load sensing prevents drum overload and drastically reduces the need for personnel to enter the drum of shredder chamber. Radio Remotes with controls over all major functions are also included with the units as standard. At EDGE we are very conscious of our Carbon footprint and ensure that all our green technology is as efficient and eco-friendly as possible especially as we continue to move towards a circular economy. We have introduced some features into our machines such as, Eco-power saving functionality on all our recycling equipment which helps to keep fuel consumption to the minimum for our Diesel/ Hydraulic units. We are also working on developing electric alternatives for our entire range that will ultimately replace our diesel engines.
79	Describe any service programs and products that are unique in the marketplace that you or your dealer network offer.	EDGE Innovate designs and manufactures a wide range of recycling equipment and is constantly striving to improve our current range and create new machines. Innovation is in our name, and we have recently launched our FTS-R unit which is our unique alternative to the traditional windrow turner. We have also just launched our fully electric VS 420 unit being one of the first within our industry to offer such a machine. In terms of servicing, we have a dedicated service helpdesk set up for customers to call if they want help directly from the factory. We also provide access to our online portal in which customers can download the relevant service/ maintenance guides.
80	Describe the various types of configurations your equipment can be supplied in such as tracked, wheeled, electric, etc.	In terms of machine mobility, we can offer our equipment on tracks, wheeled chassis, hooklift or static design. As for Power options, we can offer Diesel, Electric, Dual Power or Diesel Genset options.

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

**Line Item 81. 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 Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing .pdf - Wednesday March 08, 2023 03:04:25
  - [Financial Strength and Stability](#) - Edge Innovate Financial Strength and Stability.pdf - Tuesday February 28, 2023 06:19:00
  - [Marketing Plan/Samples](#) - Sourcewell Flyer.pdf - Tuesday March 07, 2023 09:34:29
  - [WMBE/MBE/SBE or Related Certificates](#) - Equal Opportunities Policy.pdf - Wednesday February 15, 2023 08:29:25
  - [Warranty Information](#) - Edge Innovate - Standard Warranty Terms.pdf - Wednesday January 25, 2023 06:13:24
  - [Standard Transaction Document Samples](#) - Standard Transaction Document - Order Form.xlsx - Wednesday January 25, 2023 08:14:59
  - [Upload Additional Document](#) - Appendices.zip - Tuesday February 28, 2023 06:39:50

## 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. - Lee Williamson, Mr, EDGE Innovate

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
There have not been any addenda issued for this bid.		