

**Solicitation Number: RFP #110223****CONTRACT**

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

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

**EXPIRATION DATE AND EXTENSION.** This Contract expires December 28, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

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

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to 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.

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

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

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

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

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

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

- Identify the applicable Sourcewell contract number;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

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

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

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

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

#### **16. SEVERABILITY**

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

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

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

Sourcwell

Curbtender, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/21/2023 | 6:54 PM CST

DocuSigned by:  
*Mark Watje*  
0F4EE96627624EB...  
By: \_\_\_\_\_  
Mark Watje  
Title: President  
Date: 12/21/2023 | 2:55 PM CST

Approved:

DocuSigned by:  
*Chad Coquette*  
48BAF71B0894454...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
Date: 12/21/2023 | 8:13 PM CST

# RFP 110223 - Refuse Collection Vehicles with Related Equipment, Accessories, and Services

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## Vendor Details

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

## Submission Details

Created On: Monday October 30, 2023 10:59:18  
Submitted On: Monday October 30, 2023 16:49:27  
Submitted By: Mark Watje  
Email: mwatje@curbtender.com  
Transaction #: edcb59ca-2bad-4403-a1b5-42c5d371f270  
Submitter's IP Address: 24.149.10.26

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## Specifications

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

**General Instructions** (applies to all Tables) 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")	Curbtender, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Curbtender Sweepers, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Curbtender, Curbtender Sweepers, Brush Hawg
4	Provide your CAGE code or Unique Entity Identifier (SAM):	9G5X0 - CAGE SL3GRFU72DA6 - UEI
5	Proposer Physical Address:	701 Performance Drive, Cedar Falls, IA 50613
6	Proposer website address (or addresses):	www.curbtender.com www.curbtendersweepers.com www.curbtenderparts.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark Watje President mwatje@curbtender.com 319.266.1721 x302
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mark Watje President mwatje@curbtender.com 319.266.1721 x302
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Amy Simon Sales Coordinator asimon@curbtender.com 319.266.1721 x303 Rhett Lindholm Sales Coordinator rlindholm@curbtender.com 319.266.1721 x1013

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

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Curbtender Inc. is a manufacturer of refuse collection vehicles, street sweepers, grapple loaders, and leaf collection vehicles based in Cedar Falls, Iowa. Our goal is to produce high performance, durable products that offer customers a lower total cost of ownership (TCO). We believe in conducting our business with world-class service and respect. The values and goals of our company are influenced by our Midwest agricultural roots. Many of our employees grew up on a family farm or even continue to farm today. As such, we understand that our customers need reliable products with excellent value and innovation to help them get the job done better; just like our family farmers. These values influence every product we design, produce, and sell.</p> <p>Curbtender has a history anchored in the development of the automated side loader. In the 1970s, Wayne Engineering (Curbtender's predecessor) developed the Curbtender product model and its "Power Arm" lifting device. By 1978, the Curbtender was commercially offered and produced. It was the first commercially produced and is the longest produced automated side loader in the waste industry. The Curbtender gained prominence in the 1990's and early 2000's when Leach private labeled the Curbtender product and sold it through its distributor network. In late 2006, the Watje family gained an ownership position and management oversight of the business. Since that time, the company has introduced a wide variety of new products including large rear loaders, front loaders, several models of street sweepers, grapple-loading trucks, leaf collectors, hybrid technologies, and electric vehicles.</p> <p>In 2017, the Watje family partnered with a multi-billion dollar family-owned manufacturing conglomerate to buy out the majority owners of Wayne Engineering and form Curbtender Inc. Since becoming Curbtender, the company has nearly tripled its annual production and revenue. This is in part due to substantial growth in distributor network, increased focus on building turnkey stock truck solutions, and improving product quality and consistency.</p> <p>Curbtender has over 50 years of history in the Waste Industry, largely defined by automated waste collecting technologies. We firmly believe that the future of our company will be defined by developing all-electric truck platforms to push our industry forward. Since 2015, our company has been researching and developing allelectric garbage trucks. We introduced the first all-electric small rear loader (the Quantum) in 2016 in collaboration with BYD. Two years later we introduced America's first all-electric automated side loader, the HammerPak, also in collaboration with BYD. In 2022, Curbtender launched a proprietary solution developed with XL Fleet (now Drive Labs) in which a Ford F600 chassis is converted to electric and the batteries are mounted on top of the rear load body. This allows optimized performance and safety dynamics. Curbtender is also building electric rear loaders in cooperation with Battle Motors. Through all these efforts, Curbtender has developed a proprietary ePTO kit optimized for its products. The success of an electric garbage truck is predicated upon its weight and power consumption. As such, Curbtender has focused heavily on developing lightweight body platforms which perform the same amount of work with less power demand.</p>
11	What are your company's expectations in the event of an award?	<p>Curbtender expects substantial growth of its Sourcwell sales if it is awarded another contract. Our company expects to continue educating our dealers and customers on its benefits. Our sales team views the Sourcwell contract as a primary tool for facilitating equipment sales and actively encourages its use above all other cooperative purchase agreements.</p> <p>The company has recently added a key dealer, Solid Waste Systems, which has strong Sourcwell sales history in the Washington state market. Dealer Dickson Equipment in Oklahoma and Texas has substantially increased its Sourcwell sales in 2023 and will expand even further going forward thanks to an increased sales territory.</p> <p>The company has been working with its local dealers in British Columbia and Ontario to educate its Canadian customers on Sourcwell purchasing. This is expected to increase our Canadian Sourcwell sales substantially, with current customers Victoria, Vancouver, and Sannich indicating intentions to move to Sourcwell purchases of Curbtender products.</p>

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Curbtender's 2023 annual unit production is expected to reach nearly 3x its 2019 volume.</p> <p>Kevin Watje, CEO, and Mark Watje, President, are co-owners of Curbtender's parent company. The enterprise also has financial investment from by a privately held, family run manufacturing company that manages approximately \$2B of group revenue. Curbtender's company financials are private and not disclosed, nor are its shareholders public knowledge.</p> <p>Curbtender's bank is Dayspring Bank, formerly named 1st State Bank. Curbtender's bank account manager has written a letter to provide evidence of Curbtender's strength and stability. Please see attached.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>There is no centralized and comprehensive aggregating service for garbage trucks in the US. Estimates for industry size vary greatly depending on source and year, and inclusion or exclusion of certain truck types.</p> <p>Roughly speaking, the total volume for just compacting garbage trucks (not roll-off hoists, hooklift trucks, or non-compacting waste bodies mounted in pickups) roughly ranges from 7,500 to 9,500 trucks annually. Of that, there is an approximate split of 50% municipal versus 50% private hauler.</p> <p>Curbtender primarily sells to municipal customers and does not compete for business with Waste Management or Republic Services. National private haulers account for an overwhelming percentage of competitor sales volume. Whereas such sales are an insignificant percentage of Curbtender sales volume. Therefore, reviewing just the government fleet portion of compacting trash truck sales, Curbtender's market share is estimated at 12% to 16% depending on overall size of the US market in a given year.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	There is no centralized and comprehensive aggregating service for garbage trucks in Canada. However, Curbtender estimates its share of compacting garbage trucks sold to government fleets in Canada is roughly 7-10%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Curbtender Inc. and its subsidiaries have never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Curbtender is a manufacturer of truck mounted refuse collection equipment. The company employs a sales team of 8 individuals providing sales assistance throughout the US and Canada. Curbtender also employs four service techs who assist customers primarily through phone, email, and training events. When necessary, our service techs travel to customer locations to assist difficult repairs.</p> <p>Our company primarily sells and services its products through an independent sales and service network. Curbtender's 30+ partners have service capabilities or facilities in over 40 US states and Canadian provinces. The states with no independent partner are typically lower in population and are handled direct. In those situations, we look to partner with the customer's preferred local service entity for warranty repairs. Additionally, Curbtender is corporately affiliated with NuLife Municipal Truck Center near Easley, South Carolina. This dealership regionally stocks Curbtender product, mounts it locally, and wholesales or retail sells it in the Southeast region.</p> <p>If awarded a contract, Curbtender intends to administer its contract nationally and directly with its Sourcwell customers. Our distributor network will assist Curbtender in developing sales opportunities and they will provide after-sales support (including performing warranty repairs, stocking parts locally, selling parts locally, etc).</p>	*
17	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.	In order to transfer title of a new vehicle to an end user, Curbtender must possess a Final Stage Manufacturer License from the State of Iowa. Curbtender applied for this license in 2018 and received it in early 2019. Outside of this license, there are no specific industry licenses or certifications required to conduct business in the garbage truck body manufacturing business.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None applicable.	*

**Table 3A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
19	Provide a detailed description of the equipment, products, and services that you	Curbtender has one of the largest and most comprehensive product portfolios for refuse collection equipment in North America.



are offering in your proposal.

#### FRONT LOADERS

Titan- a heavy-duty front loader available in 40 cubic yard and 44 cubic yard variants. This model was recently completely redesigned from 2021 - 2023 to improve service, performance, and longevity.

Titanium- a lightweight front loader available in 27 and 32-cubic yard variants for limited access applications and a 40-cubic yard variant for traditional applications. Due to lightweight design, this model is ideal for customers bound by restrictive West Coast weight laws.

#### REAR LOADERS

Quantum- a nimble residential rear loader available in 6, 8, and 10 cubic yard variants. The Quantum is arguably America's most popular small rear loader thanks to its best-in-class legal payload capacity and fastest hopper cycle time. All three sizes are available for use without a commercial drivers license. Also offered on an electric vehicle platform.

Quantum MD- a residential rear loader based on the same design concepts of the Quantum but featuring a larger hopper and offered in 11 and 13-cubic yard variants. The 11-yard size is available for use without a commercial drivers license. Also offered on an electric vehicle platform.

Quantum XL- a residential rear loader based on the same design concepts of the Quantum but featuring a larger hopper than the Quantum MD and offered in 16 and 20-cubic yard variants. Also offered on an electric vehicle platform.

Fury- a commercial rear loader with a wide variety of lifting device options and offered in a 20 and 25-cubic yard capacity.

Phoenix- a heavy-duty commercial rear loader based on the same design concepts of the Fury but featuring extensive structural upgrades and reinforcements necessary for the toughest applications. Offered in 25 and 32-cubic yard body sizes.

#### MANUAL SIDE LOADERS

Curbtender is one of the only producers of small manual side loaders, satellite ejection manual side loaders, and split body manual side loaders now that New Way and Heil have both discontinued all (or most) of their variants of such models.

Pup- a highly maneuverable manual side loader offered in 6 and 7-cubic yard variants and with truck-mounted or trailer-mounted platform. Thanks to its small design, it's ideal for parks and downtown areas with limited access. All four variants are available for use without a commercial drivers license.

TomCat- A manual side loader with loading from either side and available in 8, 12, and 14-cubic yard variants. The 8 and 12-yard sizes are available for use without a commercial drivers license.

TomCat ST- A manual side loader based on the TomCat design, but featuring the ability to satellite transfer its load into the back of a rear loader. This product is ideal for limited-access collection in major cities. Available in 6 and 10-cubic yard variants. Both sizes are available for use without a commercial drivers license.

TomCat SB- A manual side loader based on the TomCat design, but featuring a split body and tailgate to allow for collection of two different waste streams (such as recycling and waste). Available in 8, 12, and 14 cubic yard variants. The 8 and 12-yard sizes are available for use without a commercial drivers license.

VacPak- An 18-cubic yard manual side loader based on the TomCat design, but featuring seasonal leaf collection as its primary purpose. A fan mounts in the hopper while a mechanized vacuum hose and boom mounts to the cart tipper mounting point. The patented VacPak is the only leaf collector that can simultaneously collect and pack leaves. Manual loading of yard waste carts and bags can safely occur on the street side of the hopper while the fan is in operation. After leaf season the fan, hose, and boom quickly dismount and convert the truck to a manual side loader for residential trash.

#### AUTOMATED SIDE LOADER

AutoCat- A light-duty automated side loader intended for rural routes, urban areas, or missed stop collection. Based on the TomCat design platform but utilizes Curbtender's PowerArm for collection. Available in 12, 14, and 18 cubic yard size variants. The 12 yard size can be configured to be operated without a commercial drivers license.

Fuzion- Curbtender's all-new automated side loader platform combines the best technologies used across its other product models. This is expected to be

		<p>Curbtender's number one selling product in the near future thanks to its faster, larger hopper that easily chews through light bulky trash (like cardboard packaging) and can complete routes quicker than competitor models. The Fuzion was also optimized for load ejection, reduction of wear surfaces and wear parts, and improves total cost of ownership. Available in 24, 27, 31, and 33 cubic yard variants.</p> <p>HammerPak- A lightweight automated side loader featuring a lower total cost of ownership thanks to a reduction in moving parts, elimination of many wear surfaces by design, and lower power consumption. Available in 18, 24, and 27 cubic yard variants. The HammerPak was uniquely designed to perform efficiently on an all-electric platform. It is also uniquely suited for food and organic waste collection due to its "clean sweep" hopper that is shaped like a quarter circle.</p> <p>PowerPak- A high-performance automated side loader with the industry's highest rated arm capacity, the industry's best standard warranty, and 1,000 lbs per cubic yard compaction rating. Formerly known as the Wayne "Curbtender," the Curbtender "PowerPak" is available in 20, 22, 24, 27, 28, and 31 cubic yard variants.</p> <p><b>GRAPPLE LOADING REFUSE TRUCKS</b>  Curbtender purchased and expanded the Brush Hawg line of knuckle boom grapple loaders. These products are often used for bulk waste collection as an alternative to rear loading garbage trucks. Due to their open top body and heavy duty arm boom, the Brush Hawg easily handles couches, appliances, demolition debris, tree logs, and other residential waste placed curbside for bulk collection. The Brush Hawg is offered as a "C Model" which has an external control position between body and cab, as well as "AWC Model" which has a patented cab conversion offering a protected and air-conditioned operator station assisted with multiple camera angles.</p>
20	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Rear Loaders, Manual Side Loaders, Automated Side Loaders, Front Loaders, Grapple Loaders, Multi-Compartment, Electric Garbage Trucks, CNG Garbage Trucks, Hybrid Garbage Trucks</p>

21	<p>If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.</p>	<p>Curbtender offers various turnkey solutions, whereby the body and chassis are offered jointly as an integrated package to customers. Sometimes these turnkey packages are available for new orders, while other times they are available for immediate sale and use as "ready trucks."</p> <p>Current industry demand and disruptions at the truck chassis manufacturers has limited the amount of "work ready" turnkey solutions available. Even build slots for ordering units are limited with truck OEMs. As such, Curbtender will need to update its packages with Sourcewell regularly due to how quickly chassis availability can change. For the purposes of this proposal, the listed turnkey packages are solutions a customer could order from Curbtender today. This list will likely need updating every 3 months.</p> <p>Despite these temporary complications, Curbtender has three key partnerships with large chassis dealer groups that allow it to offer production allocation and turnkey solutions to our customers. These partnerships are listed below. Letters from each group are attached which describe their support of Curbtender sales efforts.</p> <p>1) Truck Centers Companies TCC is a franchised sales and service center for Autocar, Freightliner, and Isuzu chassis. TCC has been a long-time partner of Curbtender and regularly orders large volumes of trucks for Curbtender to allocate to its customers' orders and turnkey stock packages.</p> <p>2) Jackson Group Jackson is a major dealership group representing Peterbilt truck sales. With 31 locations throughout the Mountain West, they support Curbtender on its national turnkey sales efforts with Peterbilt product by ordering large volumes of trucks for Curbtender's use.</p> <p>3) Rush Enterprises With over 200 truck centers in 20 states and 14 in Canada, Rush is one of the largest truck dealers in the world. Curbtender works with Rush Enterprises for stocking programs with International and Dennis Eagle trucks, as well as local custom Peterbilt orders from mutual customers such as City of Phoenix.</p> <p>Outside of these partnerships, Curbtender is able to work with any local truck chassis provider that a customer may wish to work with. Traditionally, municipal customers desire to purchase their truck chassis from their local chassis service provider. In this example, Curbtender's truck chassis integration engineer works with the customer and truck dealer to specify a chassis that is optimized for our body application needs. Curbtender may purchase the chassis and resell it as part of a complete package with our body- if the customer desires. In such cases, Curbtender has a set rate for marking up the truck chassis in order to facilitate the sale and process Sourcewell fees. This markup is discussed in the pricing section. Curbtender typically receives a "sales concession" from all major chassis OEMs which is more competitive than what most municipal customers receive. This means that even with a Curbtender markup, the truck chassis is usually offered to the end user for similar or less money than if the municipality purchased locally and directly, outside of a Sourcewell contract.</p>
22	<p>If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.</p>	<p>Curbtender offers its Quantum and TomCat on a Ford F600 EV chassis (conversion provided by Drive Labs).</p> <p>The Quantum MD and Quantum XL products are offered on Battle Motors electric LNT chassis. Battle Motors places stock orders of Curbtender's Quantum MD for its electric program. Curbtender dealers and Battle dealers are able to sell from this stock pool.</p> <p>Aside from these three mature integrations, Curbtender is willing and able to integrate its body with EV packages offered by any of the major truck OEMs, as they become available.</p> <p>While diesel is still the most commonly mounted truck chassis, Curbtender regularly offers its product with CNG powered truck chassis. The company has recently partnered with Hexagon to develop a proprietary CNG tank configuration that features the CNG tanks inside the tailgate of our Titan front loader and PowerPak automated side loader.</p>

**Table 3B: 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
23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	<input checked="" type="radio"/> Yes <input type="radio"/> No	All the described products are offered by Curbtender in this proposal. *
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	<input checked="" type="radio"/> Yes <input type="radio"/> No	Curbtender, through its previously described truck dealer group partners, is offering a very wide array of truck brands, fuel platforms, and electric vehicle platforms for custom purchase, turnkey solution purchase, and in some cases "on the ground work ready trucks." *
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	<input checked="" type="radio"/> Yes <input type="radio"/> No	Curbtender has multiple technological and mechanical accessories offered for sale which improve operator and vehicle safety. Some are standard features (backup cameras, rear loader dual PTO shutoff switches, safety interlocks, etc) while others are available for upcharge (DVR, Pedestrian Detection, Object Detection, Bird's Eye View, etc). *
26	Maintenance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>For-hire maintenance services are provided locally by Curbtender's national dealer network. We do not offer a specific service package for sale or subscription due to how custom and different each customer application is. Most municipalities have thorough service capabilities and rely on Curbtender dealers for warranty service and technical support. Curbtender offers factory direct training programs to support local maintenance services.</p> <p>Curbtender's only standardized maintenance service is its Premier Service Support Event. If purchased, a factory technician performs a variety of inspections and unit health evaluations locally. A list of preventative actions is created, which the technician can assist with. If the preventative actions are taken, warranty can be extended.</p>

**Table 4: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Curbtender's Sourcewell discount is model-specific and can be combined with other published discounts, such as volume discounts or repeat customer discounts. This effectively makes the pricing more competitive than non-Sourcewell quotes. In addition, Curbtender control and caps the retail price to ensure nationally competitive pricing and consistency. This typically results in much steeper discounts for customers operating in more expensive areas (such as along the coast or remote areas with fewer competition). Lastly, our pricing includes a free 1-year additional warranty upgrade which saves the customer thousands of dollars.

**Table 5: Pricing and Delivery**

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

Line Item	Question	Response *
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Curbtender has a manufacturer's suggested retail price model. Curbtender's authorized resellers are allowed on a normal basis to sell above MSRP to private and governmental customers. However, within the context of our Sourcewell proposal the price control is removed from the reseller and the MSRP becomes standardized, published, and accessible to all Sourcewell customers. Furthermore, Sourcewell customers qualify for a product model specific line item discount. The discount amounts are included in the pricing submitted in the document upload. Additionally, Sourcewell customers can combine their discount with other published discount programs that Curbtender employs. Together they form a very competitive price point which is not available to other Curbtender customers through standard means.

29	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Curbtender's Sourcewell discounts are set dollar amounts and are model-specific. As a percentage range, the set discounts represent 3.1% - 5.6% off list (depending on model). Across the product models, the average Sourcewell discount represented as a percentage is 3.7%. Exact line item discount dollar amounts per product model are listed below.</p> <p><b>AUTOMATED SIDE LOADERS</b>  AutoCat - \$4,000  AutoCat SB - \$5,000  Fuzion - \$5,000  Fuzion SB - \$6,500  HammerPak - \$5,000  PowerPak - \$5,000</p> <p><b>FRONT LOADERS</b>  Titan - \$5,000  Titanium - \$5,000</p> <p><b>GRAPPLE LOADERS</b>  Brush Hawg C - \$3,500  Brush Hawg AWC - \$5,000</p> <p><b>MANUAL SIDE LOADERS</b>  Pup - \$2,500  TomCat - \$3,000  TomCat ST - \$3,500  TomCat SB - \$4,000</p> <p><b>REAR LOADERS</b>  Quantum - \$3,000  Quantum MD - \$3,500  Quantum XL - \$4,000  Fury - \$4,500  Phoenix - \$5,000</p>
30	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Each product that Curbtender is proposing has specific dollar amount discounts for volume purchases and repeat customer purchases. This is listed in our price guides as part of our discount program.</p> <p>There are three types of volume discount: 2-4 trucks, 5-10 trucks, and 11 trucks or more. The applicable volume discount can be combined with the repeat customer discount and the Sourcewell customer discount.</p> <p>The amount of Sourcewell-specific discount ranges from \$1,600 to \$5,000, depending on model.</p> <p>The amount of repeat customer discount ranges from \$600 to \$2,300 depending on model.</p> <p>The amount of volume discount ranges from \$800 to \$5,400 depending on body model and volume.</p> <p>Lastly, Curbtender reviews quotes for additional discretionary discounts based on amount of option content selected by the customer. For instance, if a customer selects an additional warranty, multi-camera systems, steel liner upgrades, and lots of warning lights- the price increases precipitously. Curbtender then adjusts as necessary to provide a competitive quote. An option content discount may range from \$1,500 to even \$10,000 depending on the truck model and options selected. If eligible, this would be on top of the Sourcewell, Volume, and Repeat Customer discounts.</p>

31	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Customers often have preferences for various equipment, electronics, and other add-ons. When "open market" items are requested by Sourcewell customers, Curbtender will use its purchasing power as an OEM to procure the item at OEM rates. Curbtender will then utilize a sliding scale "cost plus percentage" markup depending on the option/product.</p> <p>For items \$0 - \$100: 50%  For items \$101 - \$500: 35%  For items \$501 - \$1,000: 30%  For items \$1,001 - \$5,000: 25%  For items \$5,001 - \$10,000: 20%  For items \$10,001 - \$30,000: 15%  For items \$30,001 - \$60,000: 10%  For items \$60,001 or more: 6%</p> <p>Curbtender intends to use the "sourced" products method to procure truck chassis on the "Open Market" that Sourcewell customers desire to mate with Curbtender's refuse bodies. While Curbtender is proposing a select group of turn key solutions with body and chassis offered together, it is impossible to offer every selection a customer may desire. So, open-market sourcing is an important tool for Curbtender in offering enhanced turn-key offerings to its customers.</p>	*
32	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.	The only elements of the total cost not included in the proposed pricing are applicable taxes, freight, licensing, and extra options/products the customer may want (from components to chassis to training). Curbtender will work with the customer to determine and remit the appropriate taxes. Curbtender will work with the customer to receive competitive freight. Curbtender will work with the customer to get discounts on any open market items that may be necessary.	*
33	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Curbtender works with a variety of freight brokers and delivery services. At time of order receipt, Curbtender will provide the customer with the best freight quote it can receive for their planning purposes. If production and delivery is more than 90 days from receipt of order, the freight will be quoted closer to the actual delivery. The customer always has the choice to use a different service or have Curbtender work with their preferred service provider. The freight charge will then be listed on final unit invoice if the customer uses Curbtender's selected freight option.</p> <p>Curbtender also has 8 employees with Commercial Drivers Licenses. Based upon availability, these employees are able to perform "drive out services" for customer units which do not require a flat bed or RGN trailer to transport. When company drivers are utilized, Curbtender charges 10% less than the best 3rd-party drive away service rate it can find for that route.</p>	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>For most Canadian customers, their freight program is no different from the continental US. However, Canada's Northern Territories as well as Alaska, Hawaii, and US island territories require the use of brokered third-party transportation. There are many third-party providers of such services and Curbtender regularly works with several sea freight entities. Freight for the customers described will be charged at cost plus 5%.</p> <p>Customers who live in Canada, Alaska, Hawaii, and US Islands are required to pay for their unit prior to departure from Curbtender's factory.</p>	*



35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Depending on their location, customers who are seeking to purchase multiple rear load or manual side load units from Curbtender may be able to take advantage of having their units installed by their nearest Curbtender sales &amp; service partner. Many of Curbtender's partners have mounting capabilities for these products. By utilizing their capabilities, 2-3 units can be transported on a flatbed trailer at a time. This has the potential to save the customer several thousands of dollars on freight depending on the amount of units ordered and distance traveled.</p> <p>Curbtender would then provide its trained partner with its portion of the installation charge and allow them to handle the integration. The customer would not have to worry about receiving separate invoices from different entities as Curbtender would pay its service partner directly for the installation.</p> <p>Curbtender has trained "upfitters" in nearly all regions of the US and Canada</p>	*
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**Table 6: Payment Terms and Financing Options**

Line Item	Question	Response *	
36	Describe your payment terms and accepted payment methods.	Curbtender's payment terms are net 30 for customers located in the continental US. For all others, the terms are still net 30 from time of invoice but the unit will not be released for transport until it has been paid. Payment by check, wire, or ACH are all accepted. For small orders under \$20,000, credit card may be used.	*
37	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Curbtender works with Sourcewell approved NCL Government capital to provide flexible lease and financing options, including lease-to-own, FMV lease, and terms with no payments for the first 12 months. We often advertise our financing options on display ads, LinkedIn posts, and our company website.</p> <p><a href="https://curbtender.com/financing/">https://curbtender.com/financing/</a></p>	*
38	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.	Curbtender does not use order forms or T&C agreements. Simply provide a formal quote and then the customer returns their standard purchase order. Evidence of a sample quote is attached.	*
39	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Curbtender can accept P-card payments for refuse trucks and bodies. However, such transactions will incur a 3% service fee.	*

**Table 7: Audit and Administrative Fee**

Line Item	Question	Response *
40	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Curbtender ensures that all customers receive the correct pricing thanks to its corporate quote configuration tool. The Sourcewell discount is a selectable option within Curbtender's Quote Configuration tool. When selected, it generates an option code that follows the unit from quote, order, build, and invoice. It also triggers the one year additional warranty for Sourcewell members. This allows Curbtender's Sales Manager and Controller to effectively audit all Sourcewell deals and ensure timely and accurate payment of the administrative fee. Curbtender trains its internal sales network and external sales network on its Sourcewell contract. Internally, we regularly review the Sourcewell quote, order, and invoice activities. Our sales coordinator has copies of all option guides proposed to Sourcewell and ensures that each quote and order adheres to Curbtender's submitted materials.
41	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>We will actively monitor quote activity and sales activity. Given that all quotes are generated in our online Quote Configurator tool, we have instant visibility to all Sourcewell quotes whether generated by our staff or our independent resellers. Orders have a specific option code for the Sourcewell discount, which allows us to accurately track, monitor, and report Sourcewell orders.</p> <p>Curbtender also markets its Sourcewell contract digitally, as previously described in the marketing plan. Sourcewell-specific banner ads link to landing pages that display and explain our Sourcewell contract. Using website analytics, we can track click through rates, time spent on site, territory of user, and IP address. After they leave our Sourcewell landing page, we can further "remarket" them through banner ads as they browse other websites. From past experience, we know that our Sourcewell web pages and advertisements are some of our most trafficked.</p>
42	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	For Curbtender's refuse bodies and published options, Curbtender proposes to pay Sourcewell a 3% administrative fee. In the event that a Sourcewell customer procures truck chassis from Curbtender as part of its turn-key product package or an open market sourcing, Curbtender proposes paying a 1.5% administrative fee. To ensure non-published, open-sourced items are competitively sold to customers (such as freight, training, PDI, custom services, or local content) Curbtender will not include such items in its Sourcewell fee calculations.

**Table 8: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
43	Describe any relevant industry awards or recognition that your company has received in the past five years	Curbtender has not received any awards from the National Waste & Recycling Association, nor is it aware of any awards that NWRA gives out to body equipment OEMs. Curbtender's company president, Mark Watje, was honored as Top 20 Under 40 in 2019 for his work at Curbtender by the Waterloo-Cedar Falls Courier.
44	What percentage of your sales are to the governmental sector in the past three years	Approximately 70% of Curbtender's annual sales are to the governmental sector. The remaining sales are to smaller private haulers.
45	What percentage of your sales are to the education sector in the past three years	1% or less. We have a few colleges that purchase our trucks.
46	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curbtender encourages all its dealers to move away from local contracts and work with Sourcewell if they haven't already. Popular contracts include the North Carolina Sheriff's Association and Florida Sheriff's Association. Neither of these is held by Curbtender, but by its local reseller. So the company is not aware of what these contracts yield in annual sales with its products. Curbtender does have an H-GAC contract which we discourage customers from using. Annual sales are under \$1M through H-GAC.
47	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?	Curbtender works with FedHarmony for GSA sales, with a specific focus on military bases and US Islands. In the past year, this partnership has yielded over \$1M sales.

**Table 9: Top Five Government or Education Customers**

**Line Item 48.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Phoenix	Government	Arizona - AZ	Build automated side loading refuse trucks	\$7.4m	\$22,300,000
City of Edmonton	Government	AB - Alberta	Build front loading refuse trucks.	\$2.3m	\$6,900,000
City of Ottawa	Government	ON - Ontario	Build rear loading refuse trucks.	\$2.1m	\$6,300,000
City of Dallas	Government	Texas - TX	Build automated side loading refuse trucks and rear loading refuse trucks.	\$1.35m	\$4,050,000
City of Toronto	Government	ON - Ontario	Build rear loading refuse trucks and grapple loading refuse trucks.	\$560k	\$2,240,000

**Table 10: References/Testimonials**

**Line Item 49.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Beverly Hills	Craig Crowder Fleet Manager	310-285-2484
City of Edmonton	Tony Comessotti Communal Collection Supervisor	780-868-5727
City of Phoenix	Ashley Peck SWEO	602-534-2192

**Table 11: Ability to Sell and Deliver Service**

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

party), and any overlap between the sales and service functions.

Line Item	Question	Response *
50	Sales force.	Curbtender employs a sales force of 8 individuals, all of whom are direct employees. Some of the sales members live in their area of responsibility, while others commute via airplane or car to their area of responsibility. These 8 individuals collectively manage sales development in the US and Canada (including remote areas such as Hawaii and Alaska).
51	Dealer network or other distribution methods.	Curbtender has over 30 independent sales and service partner locations providing service to over 40 states or provinces. In some instances, a dealer may have multiple physical locations covering multiple states. In other instances, they may cover a territory with mobile service units. Curbtender's independent sales and service network is actively growing and we seek to establish at least one entity in each state and territory. Curbtender's independent sales and service network is listed on its website, state by state, at <a href="https://curbtender.com/salesandservice/sales/">https://curbtender.com/salesandservice/sales/</a>
52	Service force.	Due to the size of Curbtender's independent sales and service network, the company has not needed to employ a large service force. Still, the company employs 4 full-time trained service technicians (3 based at its Iowa factory, 1 based in Phoenix, AZ). These individuals assist the independent service network in troubleshooting repairs and service training. Our service team also takes direct calls from end-users and assists remotely in repairs. In some instances, Curbtender is called upon to assist in onsite troubleshooting or repair. All of Curbtender's service support is free to its service partners and end-users; the service department is not a revenue-generating business unit.
53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Curbtender sells directly to its Sourcewell customers. This process is in collaboration with its resellers and not in competition with them. This encourages better cooperation and increased sales efforts. However, the customer benefits from controlled standardized pricing which is then further discounted to Sourcewell members. Furthermore, Curbtender enhances its warranty offering by providing Sourcewell customers with a 2 year standard warranty at no charge. (Standard for non-Sourcewell customers is 1 year).</p> <p>All of Curbtender's resellers have digital access to its online Quote Configurator platform. The Sourcewell discount is an included option in each model's configurator file. Furthermore, the configurator features rules and logic to guide the quote process and build a truck that functions properly. The included Option Guides submitted are merely simplified versions of our online portal which has the various automatic rules and logic removed. As such, every reseller has the ability to accurately and consistently quote any customer in the same manner that Curbtender would.</p> <p>Curbtender's reseller network has also agreed to work with Curbtender's proposal, including negotiated pricing and direct/centralized invoicing of purchased trucks. They have further agreed to participate in promoting the contract and servicing Sourcewell customers. Our dealer program has been working well and Sourcewell adoption is continuing to increase.</p> <p>At times Curbtender will designate its local reseller or a truck chassis dealer to facilitate the retail sale of its products. This may occur for a variety of reasons, including local motor vehicle rules and restrictions that impact Curbtender's ability to sell a turnkey chassis product directly to a customer. In such instances, Curbtender will use its Iowa Dealer License to dealer transfer the unit to a local chassis or body dealer for invoicing to the customer. In any case, Curbtender retains copies of the local entities quote and invoice for contract compliance. Curbtender also provides these partners with clear and direct written instructions for how to facilitate the transaction and maintain compliance with Curbtender's Sourcewell contract.</p>
54	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>All of Curbtender's independent sales and service partners are expected to maintain trained service technicians on staff in order to be a partner in good standing. Our end-users primarily call on the independent partners just for warranty service or service for labor intensive repair jobs. For regular maintenance and out-of-warranty service, most of Curbtender's customers perform these activities in-house.</p> <p>Curbtender encourages all its partners to maintain spare parts stock related to customer units in their area. Curbtender also sells OEM parts to national parts resellers to ensure there are multiple outlets available for filling their service part needs. Between Curbtender's internal stock, its 30 independent service partners' stock, and national brokers- customers are able to quickly acquire just about any service part for Curbtender products.</p>

55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Curbtender is extremely able and willing to sell its products throughout all of the US. Curbtender has a demonstrated history of providing its products to US based customers via Sourcewell. The company expects to substantially increase its Sourcewell sales to US customers if awarded another contract. This is due to dealer development activities in the North West, South Central, and South East. Curbtender has included a letter from dealer Solid Waste Systems in Washington as evidence of these recent developments which will yield more Sourcewell sales than its past history.	*
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Curbtender is extremely able and willing to sell our products to Canadian customers. Curbtender has a strong customer base in Canada and is continuing to grow its presence there. With the introduction of our Fuzion SB split body automated side loader along with multiple EV-powered refuse trucks, Curbtender expects larger interest from Canadian customers to use Sourcewell.	*
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Curbtender does not exclude any portion of US or Canada.	*
58	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Curbtender is not limited internally or externally in its efforts to service a variety of governmental partners, education members, or not-for-profit entities.	*
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Customers operating in Hawaii, Alaska, US Islands, or Canadian Islands or arctic/remote areas are required to pay for their unit prior to factory departure.	*

**Table 12: Marketing Plan**

Line Item	Question	Response *
60	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.	Curbtender will market its contract with Sourcewell in industry publications (such as Waste Advantage Magazine), on its website, on brochures, at industry trade shows, through its direct sales force, and through its 30 independent resellers. Additionally, Curbtender will extensively market its Sourcewell contract digitally online. Examples of past Sourcewell marketing is attached.
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Curbtender is engaged in a comprehensive digital marketing campaign. The campaign consists of social media, persona targeting, behavioral targeting, site re-targeting, and traditional digital marketing within industry sources.</p> <p><b>SOCIAL MEDIA</b> Curbtender's sales team and social media manager engage extensively on LinkedIn, Instagram, and Facebook. Curbtender corporately posts content at least three times each week. Our sales team reshapes these posts as well as posts their own original content. Curbtender has one of the most effective social media campaigns among its peers.</p> <p><b>PERSONA TARGETING</b> Curbtender pays a marketing firm to engage in persona targeting online. Web users who fit our custom audience segment (including demographics and firmographics like job title and industry) are presented with our banner advertisements. The ads can show up anywhere from industry websites, to ESPN's website, to a phone app game.</p> <p><b>BEHAVIORAL TARGETING</b> Curbtender pays a marketing firm to engage in behavioral targeting. Web users that use certain keywords or phrases which match our industry and customer identity are presented with banner advertisements through programmatic advertising.</p> <p><b>SITE RE-TARGETING</b> Curbtender pays a marketing firm to engage in site re-targeting. Essentially, we follow web users that come in/out of our website as well as third party websites like National Waste &amp; Recycling Association, and present them with ads when they navigate to unrelated websites.</p> <p><b>TRADITIONAL WEB MARKETING</b> Curbtender lists available units on TheHauler.com's truck listing website. Curbtender also engages in periodic advertisements in newsletters, e-blasts, and websites of industry sources.</p> <p><b>REACH</b> The Persona Targeting, Behavioral Targeting, and Site Re-Targeting yields 2 million impressions annually. Curbtender's LinkedIn content has at times reached in the thousands to tens of thousands of views per post. Combined, Curbtender has an incredible ability to advertise a contract with Sourcewell.</p>
62	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell should focus on increasing awareness amongst existing members. We often find that one City department uses Sourcewell regularly while another department isn't aware they are a member. Reaching out to the various city departments to remind them of the fact they are members and promote certain cooperative contracts that may be of interest to them. Outside of that and in-person social activities, promotion of a Sourcewell contract should be the responsibility of the contract holder (Curbtender).</p> <p>Sourcewell is a regular part of our sales process. Our sales team and distributors welcome the opportunity to simplify the purchasing process with their customers by presenting our Sourcewell contract. We make sure it is prominently featured in our sales handouts and that all our salespeople and sales partners are trained on how to use Sourcewell to benefit our customers.</p>
63	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Curbtender has an online quote tool that its distributors use for quoting products. This automatically incorporates Sourcewell pricing so that they can quickly quote a local customer and stay in compliance.</p> <p>At times, Curbtender advertises turnkey packages nationally with the published Sourcewell price and contract number.</p> <p>Curbtender has recently implemented a service parts ecommerce site. Today it is released to all of Curbtender distributors. By end of year, it will be opened up to retail customers in order to simplify their parts ordering.</p>

**Table 13: Value-Added Attributes**

Line Item	Question	Response *
64	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>Curbtender is willing to provide factory-direct operators and maintenance training to any customer, as is its reseller network. Curbtender now publishes a standardized rate for local dealer led training (included in our pricing pages). This simplifies and standardizes non-factory training costs.</p> <p>For OEM led training, a two day Operator and Service training event is \$4,000 plus reimbursement for applicable travel, lodging, and per diem meals for the trainer. Additionally, Curbtender offers its customers the Premier Support Event, a combined training and service event (see attached flyer).</p> <p>Curbtender creates digital service training aids for customers which show them how to perform a specific repair operation. This is accomplished using a 3D illustration and simulation software that integrates with our CAD engineering system.</p>
65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	<p>Curbtender utilizes and follows ANSI, DOT, and FMVSS standards during the design and manufacture of its products. Furthermore, all our products are 100% designed in our CAD engineering software and 100% documented from design to manufacture to sale in its Enterprise Resource Planning software. This allows us to track individual components that were tied to individual customer orders. As a result, Curbtender can more appropriately service its customers in the event of an OEM or vendor recall or service alert.</p> <p>Curbtender has modeled weight distribution, axle utilization, center of gravity, and roll stability for all its models. It additionally reviews weight distribution and chassis integration information prior to building the unit to ensure safe operation.</p> <p>All units are thoroughly supported by service documentation, safety procedures, and safety warnings (on truck and in manual).</p>
66	Describe how the equipment you propose simplifies the operation for end-users.	<p>Curbtender's various automated side loader and front loader platforms either are standard equipped or can be optionally equipped with electronic proportional controls. This controls package allows the operator to perform arm functions more simply. For example, once a user grips a cart with the PowerPak they simply pull the joystick to the 7 O'Clock position and it will automatically bring the cart inward, upward, then dump in the hopper, and after an appropriate pause period it will lower the cart back onto the ground and release the grasp of the grippers. The joystick also has buttons on the head of the handle to allow quick access to features like "Initiate Pack Cycle" and "Cart Shake." The Cart Shake feature, when clicked, triple shakes the can in the hopper to loosen cardboard and other clogged debris. These are just a few examples of the many ways Curbtender seeks to improve operation for its end-users.</p>
67	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	<p>Rear view cameras are standard on all product models for no additional charge. Curbtender now has a 360 degree "birds-eye" view camera system available for all models, with integrated pedestrian warning.</p> <p>All rear loader models have access doors equipped with a safety interlock to shut off the pump and interrupt mechanical operation when an operator has opened the body access door.</p> <p>All of Curbtender's manual rear loaders and manual side loaders (except for the Pup) come standard equipped with dual emergency PTO shutoff switches on either side of the loading area.</p> <p>The Titan front loader and Titanium front loader come standard with access doors on both street side and curb side. This is important for Canadian customers as the dual door setup prevents the area from being classified as a confined space. The access doors are further protected with interlock switches that interrupt the PTO and mechanical operation when the doors are open.</p> <p>The PowerPak automated side loader comes standard with an access door protected by an interlock switch to interrupt PTO and mechanical operation when the door is open.</p>



68	Describe any technological advances that your proposed products or services offer.	<p>All of Curbtender's automated side loaders are equipped with electronically controlled proportional hydraulics. This allows the operator to perform smoother arm and gripper operation. It also allows Curbtender to program "cushions" to reduce speed at certain times, such as before reaching the top or bottom of an arm stroke. As a result, the operator receives improved ergonomics (less shaking of the truck) and the equipment lasts longer because shock is reduced from the system.</p> <p>Curbtender's automated side loaders also perform operation near engine idle RPM speeds. This lowers the fuel consumption of the unit.</p> <p>Curbtender's automated side loaders have multiplexed industrial CANBUS controls. In essence, this greatly reduces the size and complexity of the wiring harness. It also allows our controls system to read a wide range of values from electronic and hydraulic components. Curbtender then takes that information and displays it on a diagnostic screen which aids the service technicians in service trouble shooting.</p> <p>Curbtender's HammerPak automated side loader has a patented hazmat containment system that minimizes the potential for hydraulic oil getting onto the road surface. Where possible, cylinders and hydraulic hoses are contained in trays to prevent dripping onto the ground. The packing cylinder and tailgate cylinder are located on top of the body in a recessed channel. If a leak were to occur there, it flows to a drain port into the body rather than onto the ground. This helps minimize hazardous impacts to the environment. The HammerPak also uses a quarter-circle design on its hopper to allow for more efficient collection of organic waste.</p> <p>Curbtender has extensively worked with electric vehicle providers for nearly a decade. Our EV Quantum 8YD and Quantum MD 11YD are now available and being sold on commercially ready EV platforms that the company helped develop. Additionally, the company has several pilot units sold or on order for electric powered automated side loaders.</p> <p>Curbtender's front loader and automated side loader platforms are very user friendly thanks to enhanced automation controls. With our electronic proportional controls packages (EPC) the operator can pull the joystick back and complete a full "auto-dump cycle" of the cart or dumpster with no additional movements needed. The system remembers where to place the cart or dumpster back down safely.</p>
69	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Curbtender has also been on the forefront of electric vehicle development within the waste industry. This is critical for our industry because the stop-and-go nature of our trucks allows for efficient energy regeneration on the batteries. It is also easier, more economical, and more effective to control emissions on energy production plants than it is on millions of vehicle tailpipes. Not to mention electric vehicles can receive their charge from wind, solar, nuclear, and hydro energy sources. Curbtender firmly believes that all refuse trucks will one day be on electric chassis platforms, but this requires refuse truck manufacturers to re-think how they design their products. Curbtender seeks to challenge the industry and accelerate the adoption timeline of electric refuse trucks.</p> <p>Diesel technologies are still here and will be for many more years. Curbtender has worked diligently to create efficient hydraulic platforms that minimize engine power consumption. This in turn reduces carbon footprint. Curbtender has developed ultra-efficient hydraulic platforms for its front loaders and automated side loaders.</p> <p>As a company, Curbtender seeks to minimize its environmental impact as part of its operations. We recycle all cardboard, plastic, and aluminum waste. We also recycle all steel waste. Curbtender works with specialty disposal companies to safely and properly dispose of all industrial and chemical wastes. Curbtender has also maintained a schedule of regularly testing its waste water holding tanks to ensure no leaks occur. Furthermore, the company has tested the ground for contaminants (including drilling for samples under concrete) to ensure its storage, disposal, and containment programs are working. The company is pleased that no evidence of any kind of hazardous contamination has been found in the soil samples and that its environmental programs are working. Curbtender has also converted all industrial light fixtures and office fixtures to LED type for reduction of energy use.</p>
70	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Curbtender is unaware of specific third-party labels that may be applicable for its industrial products. However, Curbtender has focused on reducing energy and torque consumption of its products in order to make them more efficient for electric vehicles. These improvements benefit traditional diesel-powered vehicles as well. These technologies include unique tailgate designs, like our Quantum, and electronically variable piston pumps that perform more efficient work than "constant drive" gear or vane pumps.</p>

71	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.	Curbtender, Inc. does not qualify for such certifications. However, we are a family-run small business. The Watje family are part owners and sole managers. Four family members (two women, two men) are involved in daily management and operations, as well as one in-law relative. This family dynamic extends to the companies factory employees as well, where it is very common to have employees' brothers and fathers and sons working together. This family small business environment impacts how Curbtender treats its customers with respect and dignity. We are not a publicly traded Fortune 500 company with shareholders to please and where customers are just numbers. Each municipal customer is very important to Curbtender and its families.	*
72	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>Curbtender: We offer our Sourcewell customers a one-year extended warranty for free.</p> <p>Titanium: The only front loader with a sumped trough in the center which allows liquid to funnel down low and prevent it from splashing during braking moments. Furthermore, its tailgate "drips" lower to provide additional water sump capabilities in the tailgate. These features are 100% unique to Curbtender and the Titanium.</p> <p>Pup: The only small side loader that has a "tubbed design" and full body height ejector/compactor panel. This aids it as it collects wet trash contained in barrels at parks and community locations.</p> <p>Pup: Only small manual side loader that can be mounted on a trailer or a small truck and powered by a truck or its own engine.</p> <p>Quantum: The only US rear loader with pivoting "swing and sweep" panels instead of "sweep and slide" panels. This patented feature is what allows the Quantum rear load hopper to be smaller and lighter weight while still clearing more trash per minute than its in-class competitors. The reduction of weight in the hopper is what allows the entire unit to have a better weight distribution and industry-leading legal payload capacity.</p> <p>Quantum: The only rear loader with a battery system integrated on top of its body. This allows an EV application that has no gap between body and cab and which also keeps that battery out of the "impact zone." This is 100% exclusive to Curbtender.</p> <p>Titan: Only front loader with arms that can be affordably shipped in sub segments if damaged and needing to be replaced, then quickly reassembled with bolts (patented).</p> <p>Titan: The optional cardboard package is the only of its kind that allows this front loader to collect up to 50% more cardboard payload.</p> <p>PowerPak: The only automated side loader with a "cart/can shake" feature that jolts the cart three times inward/outward of the hopper on a 45-degree angle. This allows trash in the cart to break free and slide out if stuck.</p> <p>PowerPak: The only automated side loader we are aware of that is able to physically grab two 95-gallon carts that are placed side-by-side and dump them both simultaneously. We have several customers who have trained their residents to place their carts next to each other so that the Curbtender PowerPak can collect both at once.</p> <p>PowerPak: The PowerArm lifting device on the PowerPak is the only ASL arm that comes with a factory standard 5 Year warranty.</p> <p>HammerPak: The only automated side loader with pack and tailgate cylinders mounted horizontally in a recessed trough on top of the body in order to create hazmat containment in the event of a leak. This and multiple other containment schemes on the HammerPak are part of a Curbtender patent.</p> <p>Brush Hawg: The only grapple loading refuse truck that has an "all weather" cab to allow safe, climate-controlled inside operation. This is patented to Curbtender.</p> <p>Brush Hawg: The only grapple loading refuse truck that has an optional removable roll-off box to load into instead of a fixed/permanent body.</p> <p>Fuzion SB: One of the only split-body automated side loaders available on the market. This allows simultaneous collection of both waste and recycling, with intuitive diversion of the two streams into multiple body compartments.</p> <p>TomCat: The only manual side loader available on the market that can "satellite dump" into the back of a rear loader rather than having to travel long distances to the dump. This is used in Eastern markets with narrow alleys where large garbage trucks can't travel.</p>	*

**Table 14: 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 *
73	Do your warranties cover all products, parts, and labor?	<p>All products sold by Curbtender maintain a parts and labor warranty, as well as warranty on service parts. Curbtender has created a standard 2 year base warranty for all of its products, exclusively for Sourcewell customers. The standard base warranty for non-Sourcewell customers is 1 year.</p> <p>Additionally, the PowerPak automated side loader comes standard with the "Premier Standard Warranty" which is 5 years arm structure, 5 years body structure, and 5 years operational electronics. The Premier Standard Warranty works in conjunction with the 2 year parts and labor warranty. This is the industry's best standard warranty on an automated side loader. After the two years base parts and labor warranty is expired, the following three years warranty is parts OR labor reimbursement for operational electronics, arm structure, and body structure.</p> <p>The warranty on service parts is 90 days and does not include labor cost of replacement.</p>
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>All restrictions are stated in our warranty statement documents, as listed in the document upload section.</p> <p>Generally speaking, the unit must be serviced regularly according to manufacturer's recommendations and warranty requests must follow the established procedures.</p> <p>Curbtender's warranty does not extend to consumable "wear parts" such as bearings, bushings, filters, steel liners, guide shoes, belts, pins, hydraulic oil, etc.</p> <p>The PowerPak's 5 year arm structural warranty is restricted to 1,300,000 arm cycles (or 260,000 arm cycles per calendar year calculated at a rate of 1,000 arm cycles per working day).</p>
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Curbtender's warranty does not cover travel time, mileage, or troubleshooting time. However, the company regularly provides consideration for such items as "Sales Goodwill" when appropriate. Especially when a customer is further from the authorized service center.</p>
76	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>Curbtender's in-house service technicians are the "last line of defense" for warranty repairs. Typically the repairs will be performed by the nearest local Curbtender sales and service partner, or the end-user's service department, or a qualified local hydraulic/equipment repair shop. Curbtender's factory service techs work with any and all of these entities remotely by providing troubleshooting expertise. On-site factory direct warranty repair support is rarely required, but is available if necessary in all 50 US states and 10 Canadian provinces. Curbtender has even provided service training on islands and is scheduled to provide service training in 2023 in Guam.</p>
77	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?	<p>Curbtender manages the warranty for its vendor supplied body components such as pumps, PTOs, cylinders, valves, and electronics. Curbtender may require the customer to send faulty parts in for analysis prior to warranty reimbursement being finalized.</p> <p>Curbtender does not handle any chassis or chassis component warranties- these are performed as standard by the applicable truck chassis dealerships.</p>
78	What are your proposed exchange and return programs and policies?	<p>Unused service parts may be returned or exchanged within the 90 day warranty period, subject to a 20% restocking fee. The restocking fee will be waived if the part was unneeded for a repair and had been ordered at the recommendation of a factory service tech.</p>

79	Describe any service contract options for the items included in your proposal.	<p>Curbtender's Premier Support Plan offers onsite unit health inspection &amp; service training" for a flat fee of \$10,000 per event. This annually renewable service option includes sending a factory service technician to the end-user's location for 4 days to conduct a service training session for up to 5 technicians and perform a comprehensive unit health assessment on up to 5 Curbtender units.</p> <p>As part of that assessment Curbtender will check that all hydraulic pressures meet factory expectations, will ensure all mechanical and electronic settings meet factory recommendations, test the hydraulic oil, and perform a thorough physical and functional inspection. If necessary (and possible), certain repairs or preventative maintenance may be performed onsite during the visit (charged separately as necessary if non-warranty).</p> <p>Customers who purchase this service option qualify for a one year extension to their base unit warranty if conducted in the first year of unit service. See related documents in the uploaded files.</p>
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### Table 15: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

### 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](#) - 1. Curbtender PRL09.23 Product List & Option Guides (Indexed).pdf - Monday October 30, 2023 16:34:26
  - [Financial Strength and Stability](#) - Dayspring Bank Financial Statement for Curbtender.pdf - Monday October 30, 2023 16:40:25
  - [Marketing Plan/Samples](#) - Curbtender Marketing Plan.pdf - Monday October 30, 2023 16:36:03
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Curbtender Warranty Documents.pdf - Monday October 30, 2023 16:37:47
  - [Standard Transaction Document Samples](#) - Curbtender Sample Sourcewell Quote Q5450.pdf - Monday October 30, 2023 16:38:08
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Curbtender Other Documents.pdf - Monday October 30, 2023 16:38:30

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		