



MASTER AGREEMENT #032525
CATEGORY: Road Right-of-Way Maintenance Equipment
SUPPLIER: Energreen America Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Energreen America Inc., 227 Trade Ct., Aiken, SC 29805 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 15, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
1. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #032525 to Participating Entities. In Scope solutions include: manned, robotic, or remote Road Right-of-Way Maintenance Equipment, including equipment, attachments, and accessories designed or primarily intended for use in the maintenance of road and highway rights-of-way, including but not limited to:
- a. Flail, boom, rotary, wing, sickle, and slope mowers;
 - b. Brush cutters;
 - c. Seeders, tillers, mulchers, and sprayers;
 - d. Erosion stabilization and prevention products;
 - e. Ditch maintenance equipment; and
 - f. Dust abatement water trucks.
- 7) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 8) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 9) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 10) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 11) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 12) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 13) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 14) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 15) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **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.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) **Use; Quality Control.**

i) 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.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

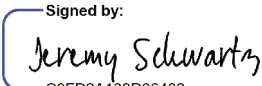
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Energreen America Inc.

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 5/13/2025 | 12:06 PM CDT

Signed by:

 By: 5038DB8ABD41464...
 Alessandro Cazzin
 Title: CEO and President
 Date: 5/13/2025 | 7:42 AM PDT

RFP 032525 - Road Right-of-Way Maintenance Equipment

Vendor Details

Company Name: Energreen America Inc.
227 Trade Ct
Address: Aiken, South Carolina 29805
Contact: Larry Katzer
Email: larry.katzer@energreenamerica.com
Phone: 510-593-3144
HST#: 352615989

Submission Details

Created On: Monday February 10, 2025 11:07:56
Submitted On: Friday March 21, 2025 15:07:57
Submitted By: Alessandro Cazzin
Email: alessandro.cazzin@energreenamerica.com
Transaction #: 4606dd9b-85ae-4021-8b36-91f3a8e2ddaa
Submitter's IP Address: 147.243.202.238

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

| Line Item | Question | Response * | |
|-----------|---|---|---|
| 1 | Provide the legal name of the Proposer authorized to submit this Proposal. | Energreen America Inc. | * |
| 2 | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N. | Yes, Energreen America Inc. and affiliated dealers. | * |
| 3 | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | All official dealers that are listed on the website https://energreenamerica.com/dealers/ | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | LFQHZ59Q84K7 | * |
| 5 | Provide your NAICS code applicable to Solutions proposed. | 333111 | |
| 6 | Proposer Physical Address: | 227 Trade Ct Aiken 29805 | * |
| 7 | Proposer website address (or addresses): | https://energreenamerica.com/ | * |
| 8 | 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): | Alessandro Cazzin CEO and President alessandro.cazzin@energreenamerica.com P: (470) 989-2600 M (803) 514-0717 227 Trade Court - Aiken, SC 29805 | * |
| 9 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Alessandro Cazzin CEO and President alessandro.cazzin@energreenamerica.com P: (470) 989-2600 M (803) 514-0717 227 Trade Court - Aiken, SC 29805 | * |
| 10 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Mike Pereny National Salaes Manager mike.pereny@energreenamerica.com M (813) 545-6185 | * |

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

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

| | | | |
|----|---|---|---|
| 11 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions. | Energreen is a constantly evolving company, founded in 1999 from an intuition of Ivo and Lino Fraron, brothers and entrepreneurs from Vicenza, Italy. The small local reality has become in a few years a leading player in the sector of public and private green maintenance, agricultural, as well as in forest environments, along canals and highways thanks to the three machine divisions implemented such as: Robo, ILF, Professional Attachments. Energreen introduces itself to the national and international market with the logo of an elephant framed inside a yellow oval. The choice of the large pachyderm reflects in all respects the desires of the direction in which dignity, longevity, strength, and versatility become the cornerstones, while the search for new solutions remains an essential must. Energreen is ready to face all environmental challenges, making his work become the passion for excellence. Energreen America was established in 2018 to serve the growing demand of USA customers. In a few years the company has successfully served customers across the United States, developed models and solutions that helped green maintenance professionals to execute their jobs in a better, faster, and safer way. With the same commitment as in the very first days, we are growing our organization to continue the improvement of our service support. | * |
| 12 | What are your company's expectations in the event of an award? | Energreen America will be able to offer a range of products that fall within the scope of this RFP that will meet and exceed the needs of all Sourcewell members. Our qualified dealers around the country will be capable of supporting the product. Deliver to customers, train them, provide warranty and service. | * |
| 13 | 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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. | Energreen America has had sustainable growth in the past years and looking forward to an additional boost in sales thanks to the Sourcewell partnership. Energreen America Inc is 100% owned by Energreen S.p.A with based in Italy. See financial information attached. | * |
| 14 | What is your US market share for the Solutions that you are proposing? | Energreen America considers its market share data to be proprietary information. However, this equipment category does not have US industry market share reporting like ag tractors. Our estimate is that Energreen has 40- 50% market share with our standard self-propelled machines. ENERGREEN is the only manufacturer offering a self-propelled long reach boom mowers (beyond 30 ft) and in this segment we can confidently say that we have 100% of MS. | * |
| 15 | What is your Canadian market share for the Solutions that you are proposing? | Energreen America considers its market share data to be proprietary information. However, this equipment category does not have US industry market share reporting like ag tractors. Our estimate is that Energreen has 40- 50% market share with our standard self-propelled machines. ENERGREEN is the only manufacturer offering a self-propelled long reach boom mowers (beyond 30 ft) and in this segment we can confidently say that we have 100% of MS. | * |
| 16 | Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation. | N/A | * |
| 17 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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? | B. Energreen America is a manufacturer working in synergy with a nationwide dealer network. The dealer network is made of businesses independently owned and operated representing Energreen America in limited territory. For the scope of this contract, Energreen and its dealer network will be using the benefit of Sourcewell. | * |

| | | | |
|----|---|--|---|
| 18 | 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. | To the best of our knowledge, Energreen America maintains all licenses and certifications necessary to conduct its business (e.g. its sale of equipment) in the United States. | * |
| 19 | Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation. | N/A | * |
| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years. | 2020: Technical award for the FEM solution with SSAB STRENX material 2022: Technical innovation award for the self-propelled ALPHA at LAS-EXPO 2023: Technical innovation award for the remote-controlled robot FIFTI at LAS-EXPO | * |
| 21 | What percentage of your sales are to the governmental sector in the past three years? | 2022 62% 2023 63% 2024 64% | * |
| 22 | What percentage of your sales are to the education sector in the past three years? | 2022 1% 2023 1% 2024 1% | * |
| 23 | List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years? | 2023/2024 values Florida Sheriff Association \$3,447,708.64/ \$3,735,848.36 Buy Board \$1,030,303.98/ \$726,750.15 VSA \$1,904,523.83 /\$1,332,992.02 EVA \$1,094,784.67/ \$2,539,251.03 State of Georgia \$1,768,794.93/ \$2,558,533.30 SC \$1,315,703.00 / \$2,202,992.67 2022 data have been partially lost. | * |
| 24 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | N/A | * |

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|--------------------|----------------|----------------|---|
| South Carolina DOT | Jim Beach | (803) 737-6672 | * |
| Virginia DOT | Michael Stiles | (804) 762-2077 | * |
| California DOT | Timothy Shaw | (916) 643-8843 | * |

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

| Line Item | Question | Response * | |
|-----------|--------------|--|---|
| 26 | Sales force. | Energreen America is actively marketing its products to governmental entities. The sales team is actively oriented to these customers at dealer level. Dealers represent our products nationwide and will be ultimately utilizing this agreement. Energreen America has grown a widespread dealer network thanks to the innovative and quality products and strong focus on aftersales support. We currently have contracts with 19 dealers and more than 100 stores that represent our product range among the United States. More than 300 salespeople are actively promoting our products. We also have 6 dealers groups that cover the Canadian territory. | * |

| | | | |
|----|---|---|---|
| 27 | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods. | Energreen America has a widespread independent dealer network offering best-in-class parts, service, and support. We know the government customers and make everything easy, from the initial purchase to service and support. Our dealer network would be responsible for delivering and servicing the equipment sold to end users using this contract. Energreen America dealers offer a combination of after-hours service (varies by dealer), which gives end-users the service needed to avoid costly downtime. All our dealers also offer some form of mobile maintenance service, which provides onsite service. Dealer technicians are factory-trained in the service and support of the products offered in this RFP. We currently have contracts with 20 dealers and more than 100 stores that represent our product range among the United States. More than 300 salespeople are actively promoting our products. We also have 6 dealers groups that cover the Canadian territory. | * |
| 28 | Service force. | Energreen America has a nationwide independent dealer network offering best-in-class parts, service and support. We understand government customers and make everything easy, from the initial purchase to service and support. Our dealer network is responsible for delivering and servicing the equipment sold to end users using this contract. Energreen America dealers offer a combination of after-hours service (varies by dealer), which gives end-users the service needed to avoid costly downtime. We currently have contracts with 19 dealers and more than 100 stores that represent our product range among the United States. More than 500 service people are actively promoting our products. We also have 6 dealers groups that cover the Canadian territory. Energreen periodically performs training to our dealer's service team and supports them with trouble shooting and problem resolutions. Energreen America is committed to providing excellent service to the customers and is constantly investing in expanding the parts and service support. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Energreen Order Management Team, that within an average of 3 days of submission, audits and processes every PO to verify contract pricing and verify the items quoted are eligible for the contract. Contract Administrators in the department ensure contract compliance is maintained. | * |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | The support of the equipment ultimately takes place through the Energreen America dealer network. While customer service inevitably varies within the dealer network, the consistent training that is offered by Energreen America to dealer technicians and parts personnel helps provide each agency with similar customer experience. Should there be a need for equipment service, it will be the Sourcewell member's responsibility to contact the delivery dealer for service. The member can also work with other dealers, if necessary, as warranty and service work can be performed by any authorized Energreen America dealer. In the event of service issues that cannot be solved by the Energreen America dealer, the dealer works directly with Energreen America dealer technical assistance center for elevated support. Our commitment in service is to minimize the downtime and not to exceed 72 hours. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities. | Energreen America's DNA is based on ingenuity and innovation that support customers in their job with unique solutions that maximize performance and increase safety and comfort. Our mission and product is supported by the Energreen America dealer network with a sale force focused on governmental agencies. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Energreen America will serve Sourcewell member agencies in Canada. The Canadian Energreen America dealer network is able to service equipment throughout Canada. Main distributor is COLVOY Equipment https://colvoy.ca/ | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | The Energreen America dealer network is able to service equipment throughout the United States and Canada. | * |
| 34 | Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this. | N/A | * |
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Energreen America will only ship to Alaska and Hawaii. For deliveries to Alaska or Hawaii, factory freight to the delivery dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. For all deliveries the equipment will be DAP destination (the Sourcewell member will be charged factory freight from Aiken SC to destination). | * |
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | There will be no restriction to offer these conditions to these types of entities. | * |

Table 4: Marketing Plan (100 Points)

| Line Item | Question | Response * |
|-----------|---|--|
| 37 | Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | Energreen America currently uses several forms of marketing to target the governmental and public customer segment: 1. We have created a website where we prominently advertise the products and also the cooperative contracts we currently hold. 2. We support our dealers with materials such as brochures, available in both print and electronic Flash Drive format, which are used by the Energreen America dealer network to promote the products. 3. Energreen America provides templates online for dealers to create their own mailings to promote products to governmental and public agencies. 4. Energreen America also prints detailed marketing brochures for the products being offered in this RFP. 5. Energreen takes part in numerous national and state-level trade shows directly and through dealers. Example of the most important shows for the governmental customer base are the PWX, SGFMA, SCVMA. 6. All literature is made available to dealers and includes features and benefits and equipment specifications. https://energreenamerica.com/ |
| 38 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Energreenamerica.com provides detailed product information for the products being offered in this RFP. Customers can view information on product features, specifications, and accessories. Sourcewell contract information will be added to the website if awarded. We are also present on social media and communicate company achievements, products and best practices. A YouTube channel dedicated to Energreen America products where we provide useful information to our customers on how to safely and efficiently operate our machines and perform basic maintenance. operations. https://www.youtube.com/@EnergreenAmerica/videos Energreen America and its dealer network are active on LinkedIn where we constantly share company updates and achievements. https://www.linkedin.com/company/energgreen-america-inc/?viewAsMember=true |
| 39 | In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process? | Sourcewell will play a key role in working with and supporting the Energreen America Government Business Managers, by helping the Business Managers promote the Sourcewell contract and recognize key opportunities in states that show a willingness to leverage Sourcewell contracts. Conference calls and/or webinars with the Energreen America Government Business Managers will be a valuable tool. Because the Business Managers have a strong relationship with the Energreen America dealers, the business managers will help the dealers understand the contract and market it in their areas. The business managers will help the Energreen America dealers understand the steps necessary to sign up new Sourcewell members as well. Furthermore, in certain geographies, webinars could be used to help Energreen America dealers understand the Sourcewell contract. These opportunities would typically be initiated by Energreen America and considered on an individual basis depending on the needs of a particular region. |
| 40 | Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | In April 2025 dealers and customers will have the opportunity to order spare parts through an online portal 24/7. Machine sales will maintain the standard process. In states where e-procurement is required, Energreen utilizes those state online portals such as eVA in Virginia. |

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

| Line Item | Question | Response * |
|-----------|--|--|
| 41 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | The Energreen America dealer network is ultimately responsible for delivering and supporting the equipment. Sourcewell members are encouraged to call the Energreen America governmental sales direct service department number (470) 989-2600 for assistance with locating their nearest dealer. When a new product is delivered, our Energreen dealers will provide an onsite machine walk-around of how to operate the equipment at no charge. Energreen America does offer on-site technical training on the operation and adjustment of equipment for certain products for an additional charges. Many Energreen America dealers also offer local training, which is at the discretion of the dealer. Training that Energreen and its dealer network provide includes machines operation, service, safety and lead the customer to a successful experience with our products. Optional training beyond the dealer's initial delivery machine-walkaround is provided to customers at a reasonable fee (the charges can vary dealer to dealer). |

| | | | |
|----|--|--|---|
| 42 | Describe any technological advances that your proposed Solutions offer. | Energreen America's self-propelled tools carriers increase the daily output and improve comfort of operations. Safety is the other aspect of which our technological advanced products shine. For example, the Alpha model has a rotating cab to ensure the best visibility during the operations and unmatched comfort for the operator that can perform the mowing operation without constantly and lengthy turning his/her head to follow the mowing activity. All Energreen self-propelled machines are automotive-style driving with simple forward and reverse controls like an automotive. The self-propelled machines are much simpler to operate than an ag tractor that have complicated transmission ranges. The Energreen Kommunal with Orbital Boom is the only machine on the market that can mow on the left or right side of the machine with touch of a button. Another example is the remote mowers, the operator stands in a safe area while the machine works in steep, and dangerous areas. | * |
| 43 | Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each. | Energreen America has created a Product Sustainability goal where we offer machines and technology solutions include: 1. Reduce environmental impact, including CO2 emissions reduction up to 90% (compare to alternative machines to perform the same operation) 2. Energreen machines run at lower RPM than equivalent tractor with boom ensuring less fuel consumption up to 50%. 3. Increasing recyclable, renewable and recycled content. | * |
| 44 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Sustainability is foundational to the Energreen America strategy. We are committed to reducing the environmental impact on 90% of new products to include carbon emission reductions. Energreen machines meet or exceed all USA emission and fluid standards. | * |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | Energreen company was established with the intent to revolutionize the vegetation management industry. Pioneer solutions had led the company to be recognized as the leader in this industry with unique solutions capable of increased performance, enhanced work safety, and set new standards for operator's comfort. For example, the Energreen chassis and powertrain are engineered and manufactured as one with the boom arms and attachments versus the competitive companies that do not design nor manufacture their own motorized chassis. Energreen has been engineering and manufacturing our own motorized chassis longer than any competitor in the world market. | * |
| 46 | Describe any safety features your equipment and products offer such as emergency or auto-shut off capability and roll-over protection systems (ROPS) or stability enhancements, slip resistant grips and surfaces, blade guards and throttle lockouts. | Safety emergency stops are located in a accessible, intuitive and visible position on the machine. Roll over protection are standard features. Machines with cab offer ROPS and FOPS resistance. Safety glass (Hammerglass polycarbonates) are standard features of the cabs. Noise is limited and in line with work safety standards. Warning lights are specific to the US standards and requirements. All product respect the mother regulation MR with high level of standards for safety. | |
| 47 | Describe any ergonomic features your products offer such as adjustable operator controls, suspension seats, vibration dampening systems, enhanced visibility cab designs, assistive mechanisms for lifting heavy components, and anti-glare interfaces to reduce eye strain. | The Energreen products are design with the operator comfort in mind. The cabs offer best in class comfort, visibility and touch and feel. Controls are position at easy reach for the operator. the ergonomic design of joystick and controls makes working long hours with our machine a joy. Seats are extremely comfortable and with multiple settings, available in all models the air suspension and adjustment. The rotating cab on some models makes the work extremely comfortable. On the remote mowers the remote control is of light weight, ergonomic design for the comfort of the operator. | |
| 48 | Describe the serviceability of the products included in your proposal (parts availability, warranty, and technical support, etc.). | Nationwide service is provided by local dealers, with more than 100 service points and 500+ skilled technicians Energreen is capable to support the products across the USA. In Canada the 6 dealers have multiple locations and provide service in all the regions. Energreen America Service and Warranty team support our dealers remotely and on site when needed. Spare parts are available at dealers' locations, and shipped daily from our location in the USA in Aiken SC. Warranty is provided within the Energreen standards. | |

Table 5B: Value-Added Attributes

| Line Item | Question | Certification | Offered | Comment | |
|-----------|---|---|--|---------|---|
| 49 | Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply. | | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A | * |
| 50 | | Minority Business Enterprise (MBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A | * |
| 51 | | Women Business Enterprise (WBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A | * |
| 52 | | Disabled-Owned Business Enterprise (DOBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A | * |
| 53 | | Veteran-Owned Business Enterprise (VBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A | * |
| 54 | | Service-Disabled Veteran-Owned Business (SDVOB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A | * |
| 55 | | Small Business Enterprise (SBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A | * |
| 56 | | Small Disadvantaged Business (SDB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A | * |
| 57 | | Women-Owned Small Business (WOSB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A | * |

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

| Line Item | Question | Response * | |
|-----------|---|--|---|
| 58 | Describe your payment terms and accepted payment methods. | Energreen America's standard payment terms are Net 30, check, wire transfer are both accepted. Credit card for parts and services. | * |
| 59 | Describe any leasing or financing options available for use by educational or governmental entities. | Energreen America offers financing and leasing options through AP Equipment Financing and Canon Financing. AP Financing and Canon financing offer customized retail and leasing financing programs on customer demand. | * |
| 60 | Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities. | Sourcwell member agencies will create agency purchase orders through Energreen America and/or the dealer network to place orders. No templates or Energreen documents will be required. | * |
| 61 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process? | N/A | * |

| | | | |
|----|---|---|---|
| 62 | 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. | Energreen America is offering product-category discounts. See uploaded Price Schedule and Price Pages. | * |
| 63 | 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. | The percentage discount range is between 5 and 8% off Current MSRP. See attached table. The price will be in line with other current contracts. | * |
| 64 | Describe any quantity or volume discounts or rebate programs that you offer. | For 10+ units purchased on one purchase order, an extra 1% discount may be earned. | * |
| 65 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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. | Energreen America can offer "Sourced Goods" to Sourcewell Members. What Sourcewell calls "Sourced Goods" Energreen America calls non-contract items and allied items. We define noncontract as Energreen America items that are not on contract (like parts and catalog items that say "See Parts" or "See Catalog" in our price pages). Allied equipment is defined as non-Energreen America equipment (ex. Snow Wolf snowplow). Non-contract and allied items would be sold as "open market" and the price of the item would be negotiated between the Energreen America dealer and the Sourcewell Member. The non-contract/allied item would appear on the purchase order (PO) with the contract item but would be listed as "non-contract". For example, a Sourcewell Member could purchase an Energreen America machine and a plow (allied) by utilizing the Sourcewell contract. The price of the machine would be determined by the Sourcewell contract and plow would be determined by the Energreen America dealer, and both would be listed on the PO. We successfully use this process on other contracts. | * |
| 66 | 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. | Pre-Delivery Inspection/Setup, factory freight, customer deliveries will be separate line item charges on the quote and po. Requested training will also be a separate line in quotation and PO. | * |
| 67 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Factory freight from Aiken SC to dealer location (factory freight) will be added to quotes and purchase orders. In addition, Customer delivery (from dealer to customer will also be added to quotes and purchase orders. | * |
| 68 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | For deliveries the charge will be a separate line in quotation and PO to specify freight cost. | * |
| 69 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | The nationwide dealer network will provide a machine walkaround at time of delivery so that operators understand basic machine operation. | * |
| 70 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing. | Energreen will audit each order to ensure the agency is an approved Sourcewell member, the proper discount is applied and that all pricing is correct. | * |
| 71 | If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement. | Sales generated by the contract \$ and quantity, penetration of the territory and contract usage. | * |
| 72 | Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | Energreen America and its network will pay a 1% administrative fee. | * |

Table 6B: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments | |
|-----------|--|--|---|
| 73 | The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. | Competitive prices to leverage the Sourcwell value to its best potential. Latest pricing structure already used for WA State contract 2025 and will be used for future contract renewal during 2025. | * |

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

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

| | | |
|----|---|--|
| 74 | Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal. | <p>The Energreen product portfolio includes two machine offerings that apply to Road Right-of-Way Maintenance Equipment. The current ILF product is made up of five unique self-propelled hydrostatic machines, that hold an exclusive patent as of 2005. All models are 4wd with four wheel & crab steer capabilities. These platforms offer the capability of operation in Forward as well as Reverse, can operate at a faster ground speed due to their dedicated intended utilization & offer a compact operational footprint due to being engineered to perform these specific tasks. The current ILF offering includes boom reach from 18-49 feet. These machines are:</p> <ol style="list-style-type: none"> 1. Aspen; 19-30' boom reach, dependent upon boom model & capable of currently accepting more than 10 boom attachments. 2. Kommunal; Tool carrier platform with three boom model options; compact, fast & orbital. The orbital boom allowing for both left side & right-side lane mowing at the flip of a button. Boom reach capabilities for this offering are also 19—26'. Additional boom attachments with more than 10 offerings are available. The tool carrier platform also allows for a lift arm assembly w/loader buckets, pallet forks, snow & ice equipment & customization for various other front mount attachments. The front mount attachments include but are not limited to brooms, mowers as well as 33GPM hydraulic capable attachments provided the correct mounting assembly. This ILF model also allows for the Raiber Barrier mower to be utilized (dedicated guardrail mower). 3. Alpha Eagle; 33' telescoping boom model with 90° rotating operator's cabin. This model can currently accept over 15 boom attachments. 4. Alpha; up to 39' telescoping boom models available. This ILF model also allows for a boom arm rotation up to 180° when properly equipped. Over 15 boom attachments are currently available for this model, the Raiber Barrier (guardrail mower) is also capable to be upfitted on this model along with front mount PTO or hydraulic attachments such as brooms, mowers & 33GPM hydraulic capable attachments. 5. Athena; up to 49' telescoping boom ILF model. This ILF model offers a rotational operators cab, can operate over 15 boom attachments (currently) and can also be equipped to operate the Raiber Barrier (guardrail mower) or upfitted to accept various front mount PTO or hydraulic attachments such as brooms, mowers and hydraulic attachments up to 33GPM. <p>The second machine offering for Right-of-Way Maintenance Equipment is the ROBO product line, currently this is made up of five unique remote-control models, all capable of operation up to 500' from the remote & 55° slopes. These tool carriers allow for safe, efficient maintenance of hard to reach, steep and unstable areas. These machines are:</p> <ol style="list-style-type: none"> 1. Robo EVO; 40hp, 4 track choices in rubber & more than 25 tool options. The tool options currently include mowers, mulchers, boom assemblies, stump grinders, brooms, buckets & grapples along with many more. 2. Robo FIFTI; 50hp, 4 track choices in rubber & more than 27 tool options, The tool options currently include mowers, mulchers, boom assemblies, stump grinders, brooms, buckets & grapples along with many more. 3. Robo MIDI; 60hp, rubber & steel track options & more than 10 tool options. The tool options currently include mowers, mulchers, stump grinders & forestry winches. 4. Robo Max; 75hp, 2 rubber track & 1 steel track options along with more than 12 tool options. The tool options currently include mowers, mulchers, buckets & stump grinders. 5. Robo PLUS; 100hp, rubber & steel track options along with a current selection of mowers & mulchers. <p>A wide range of attachments expand the scope of use of these tool carriers and efficiently mechanize roadside maintenance. Furthermore, there is one attachment the Transformer designed to mow grass under the guardrail, this attachment can be mounted on our self-propelled tool carriers or to the three point of a regular farming tractor. This tool is an example of how Energreen has transform labor intense task with high injury risk into a simple, efficient, safe and one man operation.</p> |
|----|---|--|

| | | | |
|----|--|---|---|
| 75 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>Self-propelled tool carrier and boom attachments:</p> <ul style="list-style-type: none"> • Flail mower – used to mow grass and small brushes • Forestry shredder – used to clear grown vegetation like bushes and small trees • Sickle bar – mowing grass on banks and rivers • Saw bar – trimming tree lines and pruning branches • Power shears – trimming bushes • Iron brush – clearing ditches and cement water ways from debris • Stump grinder – remove tree stumps • Extra trunk – prune larger branches and small trees • Trunk pincers – collect and move logs and trees during storm clearances • Fork grapple – collect pruning debris and branches • River bucket – mow and collect grass grown inside rivers • Ditch bucket – clean ditches • Ditch cleaner – clear and dig ditches bottom • Blower – clear the road from debris, this is mounted on the back of the machine <p>Remote mower tool carrier attachments:</p> <ul style="list-style-type: none"> • Flail mower – used to mow grass and small brushes • Forestry shredder – used to clear grown vegetation like bushes and small trees • Stump grinder – remove tree stumps • Bucket – clear waterways and low clearance roads overpass where other equipment with operator on board won't be able to perform the job • Boom arm with flail head for mowing grass | * |
|----|--|---|---|

Table 7B: Depth and Breadth of Offered Solutions

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

| Line Item | Category or Type | Offered * | Comments | |
|-----------|---|--|---|---|
| 76 | Flail, boom, rotary, wing, sickle, and slope mowers | <input checked="" type="radio"/> Yes <input type="radio"/> No | High quality, safe and efficient mowing attachments are available for our boom self-propelled machines as well as for the remote-controlled tool-carriers | * |
| 77 | Brush cutters | <input checked="" type="radio"/> Yes <input type="radio"/> No | Heavy duty design to maximize productivity and clear vegetation in area difficult to reach due to uneven surface, steep slopes, and rocks | * |
| 78 | Seeders, tillers, mulchers, and sprayers | <input checked="" type="radio"/> Yes <input type="radio"/> No | Mulcher and sprayers are available to perform specific tasks | * |
| 79 | Erosion stabilization and prevention products | <input checked="" type="radio"/> Yes <input type="radio"/> No | The remote-controlled tool carriers with related attachments are ideal for performing mowing and clearing operations on steep slopes up to 55 degrees with no disturbance to the sod and soil due to the low center of gravity, light weight and large track system that ensure a ground pressure lower than a human sole on the ground (less than 2 lbs./sq. inch) | * |
| 80 | Ditch maintenance equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | Several ditch attachments available for different uses, digging, re-shaping the bottom, cleaning for both soil or concrete made ditches. Wide range of solutions for mowing grass on ditches and to control bigger vegetation | * |
| 81 | Dust abatement water trucks | <input type="radio"/> Yes <input checked="" type="radio"/> No | Not Available | |

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement 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 Master Agreement.

| 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](#) - MSRP 2025 and Discount chart.zip - Friday March 21, 2025 13:01:02
 - [Financial Strength and Stability](#) - ENERGREEN financials.zip - Friday March 21, 2025 13:23:10
 - [Marketing Plan/Samples](#) - Energreen America Marketing Plan 2025 v01.zip - Friday March 21, 2025 12:53:11
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - QUOTE example - SYRACUSE.zip - Friday March 21, 2025 15:07:43
 - Requested Exceptions (optional)
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Alessandro Cazzin, CEO and President, Energreen America 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 obligations contemplated in the solicitation proposal.

☐ 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. | | |