

**MASTER AGREEMENT # 062425****CATEGORY: Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies****SUPPLIER: Curbtender, 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 Curbtender, Inc., 701 Performance Dr., Cedar Falls, IA 50613 (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 October 27, 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.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 062425 to Participating Entities. In Scope solutions include:
 1. Sourcewell is seeking proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies intended or designed for sweeping, vacuuming, or cleaning of streets, roadways, alleys, parking facilities, sidewalks, trails, paths, and airport runway or airfield surfaces, such as:
 - a. Street, sidewalk, parking lot, and runway sweeping and cleaning equipment of every size, model, or design;
 - b. Litter, trash, and debris vacuums; and,
 - c. Optional equipment, accessories, supplies and replacement or wear parts directly related to the offering of the solutions in subsections 1. a. - b. above.
 2. The primary focus of this solicitation is on Street Sweepers and Specialty Sweepers with Related Equipment, Accessories, and Supplies, and the related offering of equipment, supplies, and services. This solicitation should NOT be construed to include services only solutions.
 3. Proposers may include rental of street sweepers, specialty sweepers, debris vacuums and related equipment provided that they are complimentary to Proposer's offering of street and specialty sweepers.
 4. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - a. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222);
 - b. Facility MRO, Industrial, and Building-Related Supplies and Equipment (RFP #091422);
 - c. Airport Runway and Emergency Equipment with Related Services; except as called out above (RFP #111522);
 - d. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #112624); and,
 - e. Roadway Maintenance Equipment (RFP #050625).

Proposers may include related equipment, accessories, and services to the extent that these solutions are directly related to turnkey solutions for subsections 1. a. - c. above.

- 8) **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.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **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.
- 11) **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.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) 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.
- 14) **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.
 - 15) **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.

- 16) **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 Sourcewell 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.

062425-CRB

- 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

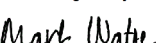
Signed by:

 C0FD2A139D06489...

By: _____

Jeremy Schwartz
 Title: Chief Procurement Officer

Date: 10/24/2025 | 3:36 PM CDT

Curbtender, Inc.

DocuSigned by:

 0F4EE96627624EB...

By: _____

Mark Watje
 Title: President

Date: 10/24/2025 | 9:48 AM CDT

RFP 062425 - Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies

Vendor Details

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

Submission Details

Created On: Wednesday May 28, 2025 09:45:25
Submitted On: Tuesday June 24, 2025 12:43:36
Submitted By: Mark Watje
Email: mwatje@curbtender.com
Transaction #: 6cf6a6d7-ac76-40b9-8309-4f7cec7a36de
Submitter's IP Address: 147.243.246.13

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.	Curbtender, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Curbtender Sweepers, LLC	*
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).	Our products are marketed under the brand name Curbtender and Curbtender Sweepers.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	9G5X0 - CAGE SL3GRFU72DA6 - UEI	*
5	Provide your NAICS code applicable to Solutions proposed.	336211	
6	Proposer Physical Address:	701 Performance Dr Cedar Falls, IA 50613	*
7	Proposer website address (or addresses):	www.curbtender.com www.curbtendersweepers.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):	Mark Watje President 701 Performance Dr Cedar Falls, IA 50613 mwatje@curbtender.com 319.266.1721 x302	*
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Mark Watje President 701 Performance Dr Cedar Falls, IA 50613 mwatje@curbtender.com 319.266.1721 x302	*
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Amy Simon Sales Coordinator 701 Performance Dr Cedar Falls, IA 50613 asimon@curbtender.com 319.266.1721 x303 Rhett Lindholm Regional Sales Manager 701 Performance Dr Cedar Falls, IA 50613 rlindholm@curbtender.com 319.883.0044	*

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.	<p>Curbtender Inc. is a manufacturer of refuse collection vehicles, street sweepers, grapple loaders, and leaf collection vehicles based in Cedar Falls, Iowa. Our goal is to produce high performance, durable products that offer customers a lower total cost of ownership (TCO). We believe in conducting our business with world-class service and respect. The values and goals of our company are influenced by our Midwest agricultural roots. Many of our employees grew up on a family farm or even continue to farm today. As such, we understand that our customers need reliable products with excellent value and innovation to help them get the job done better; just like our family farmers. These values influence every product we design, produce, and sell.</p> <p>Curbtender is managed and part owned by Kevin and Mark Watje. Together with their executive team, the company is led by former managers, engineers and sales executives from Fortune 500 companies such as John Deere, Honeywell Aerospace, and Daimler Trucks North America. These unique characteristics allow Curbtender to provide family-owned company customer service alongside a highly professional manufacturing organization. In recent years, this approach has led to rapid growth. In 2019, Curbtender had one facility. The company now operates four manufacturing plants across Iowa, Nebraska, and South Carolina. As a result, company revenue has grown 5X in less than a decade.</p> <p>Curbtender is distinct from its competitors thanks to two key attributes: (1) Customer Focus, and (2) Innovation.</p> <p>CUSTOMER FOCUS Curbtender's CEO's motto is to "put a smile on the customer's face." In practice, this is partly evidenced by the company's service and warranty policies. At Curbtender, warranty is a "cost center" and not a "profit center." Companies that run warranty as a profit center inflate the price of warranty packages to customers, and/or deny customer warranty claims once the "warranty bucket" has been emptied. In simplest terms, many competitors increase warranty denials toward the end of their fiscal year to ensure they hit their warranty department's profitability goals. This practice is shocking to Curbtender and contrary to our core values. If our product fails because of our manufacturing design or process, that is our obligation to correct. As such, our warranty denial rate is incredibly low.</p> <p>INNOVATION Curbtender has over 50 years of history in the waste industry, largely defined by automated waste collecting technologies. The company has manufactured street sweeper products since 2008. Engineering and innovation is one of the company's primary focuses. Curbtender has eleven in-house degreed engineers, plus it collaborates with third-party engineering firms on special development projects. We firmly believe that the future of our company will be defined by developing highly efficient equipment optimized for hybrid and electric vehicle platforms. Since 2015, our company has been developing and testing a variety of EV body applications with most of the major EV chassis OEMs. The success of an electric work truck is predicated upon its weight and power consumption. As such, Curbtender has focused heavily on developing lightweight body platforms which perform the same amount of work with less power demand.</p> <p>The culmination of these efforts will be realized in Fall of 2025 with the release of Curbtender's Eclipse line of regenerative air sweepers. The Eclipse is a battery-powered sweeper body that can be mounted on any chassis regardless of its powertrain configuration. The battery does not require costly high-voltage DC fast-charging infrastructure. Instead, the Eclipse ties into low-cost 50A breakers. The battery management system has been optimized to minimize power consumption while still providing outstanding sweeping performance. Critically, all primary hydraulic systems have been replaced with electric motors and actuators. This virtually eliminates the risk of oil leaks. Meanwhile, maintenance costs decrease by thousands of dollars per year thanks to eliminating problematic hydraulic pumps and valve manifolds. The Eclipse is a revolutionary development in street sweeping technology and Curbtender will apply for several related patents.</p>

12	What are your company's expectations in the event of an award?	Curbtender will use a Sourcewell award as its primary sales tool for its street sweeping and leaf collection products. Curbtender will market the Sourcewell contract in print advertising, targeted web ads, and industry events. We expect an award will help the company gain many new customers and better facilitate sales for its existing customers. In anticipation of an award, Curbtender has started the build process for dedicated demonstrator trucks to ensure the company can accelerate sales efforts. For most of Curbtender's last Sourcewell sweeper contract, demonstrator units were unavailable and this severely stunted sales efforts. Demonstrator units were unavailable due to extremely long chassis lead times, supply disruptions, and Curbtender's backlog already being full for customer orders. Curbtender has proactively focused on securing truck chassis and building multiple dedicated sweeper demo units, which will be completed in fall 2025. Curbtender will be an effective partner with Sourcewell if granted another award.	*
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.	<p>Curbtender is a private company and does not publicly disclose its financials. However, please see the attached reference letter from Curbtender's banking partner, Dayspring Bank.</p> <p>Curbtender has a unique financial strength similar to its publicly traded competitors in that street sweepers are only a small portion of Curbtender's overall sales. The sweeper market fluctuates substantially with economic downturns and is one of the first municipal fleet budget items to get deleted. As such, smaller competitors or those singularly focused on the sweeper market have a high degree of financial risk. Whereas, Curbtender also sells the entire range of refuse collection vehicles, grapple loaders, leaf loaders, and roll-off trucks. Being attached to a refuse truck manufacturer gives our Sweeper division incredible stability because trash always has to be picked up. Whereas smaller sweeper manufacturers who are solely focused on street sweeper production are more prone to hit financial troubles and either close their operations or sell out when market distortions occur.</p>	*
14	What is your US market share for the Solutions that you are proposing?	There is no consolidated industry source for market share reporting in the sweeper industry. Data is fragmented and incomplete due to the prevalence of "purpose-built sweepers" which use their own chassis and therefore would not show up in the general Automotive Industry reports. That being said, it is fair to say that Curbtender is a second tier sweeper manufacturer in terms of sales (1st Tier being Elgin, Schwarze, Tymco, and Global). We believe this is a dynamic that will change for Curbtender Sweepers with a Sourcewell award and the introduction of its new Eclipse line of sweepers.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Please see the previous answer. Traditionally, Curbtender has favorable market representation in Canada.	*
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.	None.	*
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?	Curbtender Sweepers is a OEM manufacturer of truck mounted equipment. The company utilizes an independent sales and service network to promote and service its products locally. Each local business has sales and service staff trained on Curbtender products. The company would extend use of its Sourcewell award to these entities for local sales generation. Additionally, the company has field sales staff (Regional Sales Managers) which assist resellers as well as develop accounts and relationships directly.	*
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.	Curbtender has a motor vehicle license for specialty truck-mounted equipment. It also holds a manufacturer's license. Lastly, Curbtender has a subsidiary company (Associated Fuel Systems) that is a licensed Battle Motors chassis dealer, allowing Curbtender to more easily package and sell turnkey products.	*

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.	None.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	As the sweeping industry is quite small, we are unaware of any formal awards generated from the industry specifically for manufacturers.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 80%.	*
22	What percentage of your sales are to the education sector in the past three years?	Approximately 5%.	*
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?	Curbtender has a Sourcwell contract for refuse collection vehicles. Curbtender's dealers participate in local state bids such as Florida Sheriff's. Since those are administered by the dealers, Curbtender is unaware what those sales volumes actually are. Corporately, Curbtender has intentionally pulled out of major competitors to Sourcwell, such as H-GAC.	*
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 *	
City of Kansas City, MO	John Clay	816-564-4537	*
City of Gatlinburg, TN	John Poston	865-382-6252	*
City of Beverly Hills, CA	Craig Crowder	310-278-1838	*

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.	Curbtender employs six regional sales managers, two sales coordinators and three parts sales staff. The sales team covers territories in USA, Canada, and Latin America.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Curbtender sells through an independent network of sales and service partners (ie a "dealer network"). A listing of dealers is attached in our documents. Curbtender Sweepers' network consists of approximately 30 fully authorized sales & service companies with several having multiple locations. Additionally, Curbtender has at least another 16 service-only locations.</p> <p>Curbtender also sells direct in cooperation with local chassis dealers, typically in less populated areas where fewer sweepers are sold and therefore fewer available equipment dealers.</p>	*
28	Service force.	<p>Curbtender relies predominantly on its local service partners to service its sweeper and litter/debris collection equipment. It can also train and work with a customer's preferred local service provider. In addition to Curbtender's full sales and service partners for sweepers, our 30+ refuse dealers also provide service support for customer units even if they have a competing sweeper sales line (such as Elgin).</p> <p>Corporately, Curbtender employs two dedicated "field" service technicians and three "in-house" service technicians. These individuals take troubleshooting calls and work with local service partners. They also travel to provide training to customers and service dealers, as well as assist with advanced troubleshooting matters. In addition to these five individuals, Curbtender also has two R&D technicians based in its Iowa factory who provide overflow support to the service team.</p>	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	If awarded a Sourcewell contract, Curbtender will work directly with its dealers and customers during the quote, order, and invoice processes. While local dealers will be highly involved, Curbtender will manage the process to ensure consistency and continuity, as well as compliance with our Sourcewell award. This is how we have also handled our refuse award with Sourcewell. This ensures a better quote and order accuracy along with an improved customer experience. Curbtender prepares the quote for the local dealer to submit to the customer, and on our quote it lists both Curbtender and the local dealer, along with our Sourcewell award number and the customer's Sourcewell member number.	*
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.	Curbtender utilizes its local service partners to provide service. Corporately, we supply the service partners with parts books, schematics, repair procedures, troubleshooting assistance, and digital simulations of common mechanical repairs. Our Regional Sales Managers and Service Team are highly involved in monitoring local service performance. If the local service team is lacking in capabilities, we provide additional training. If performance does not improve, then we identify and utilize an alternative service partner to ensure the customer is taken care of. Local service partners have spare parts on their shelves for its customers. Curbtender additionally has spare parts on its shelves in order to support the local service partners.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Curbtender is able and willing to sell to all Sourcewell participating entities. Curbtender uses a "Sourcewell-First" sales approach because it expedites the procurement process, ensures competitive pricing, and allows fleet managers to get the equipment they actually want.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Curbtender has four dealers in Canada (two "full line," and two "partial line"). Each has been trained on Sourcewell and Canoe. Curbtender will continue to push Sourcewell adoption in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Curbtender Sweepers will not exclude any geographic area in the US or Canada with its Sourcewell sales and service efforts.	*
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.	No exclusions necessary.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Transportation quotes to Hawaii, US Territories, and parts of Alaska are merely budgetary until the unit is completed and Ocean freight can be accurately quoted and secured.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

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.	<p>Curbtender will advertise its Sourcewell sweeper contract award using programmatic display ads (which appear on websites for targeted industry professionals), magazine ads, brochures, and on our website. Additionally, Curbtender will utilize marketing "e-blasts" with industry publications to send marketing communications about our Sourcewell award directly to industry professionals.</p> <p>Curbtender is also engaged in a targeted mail campaign that sends marketing material to website visitors and those that click on our display ads. In this way, we can tangibly engage with visitors to Curbtender's Sourcewell website page.</p> <p>Our programmatic display ad campaigns generate up to 1,000,000 impressions annually.</p> <p>The following link displays Curbtender's dedicated Sourcewell page on its website which advertises turnkey packages, financing options, and promotes Sourcewell: https://curbtender.com/sourcewell-contract/</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Curbtender has a social media presence on LinkedIn, Instagram, and Facebook. LinkedIn is primarily used for engaging with industry professionals, Instagram is used primarily for engaging with operators, drivers, and industry enthusiasts, and Facebook is used primarily for local community and workforce.</p> <p>On LinkedIn, Curbtender has 2,167 followers. The company has three scheduled posts per week, yielding 100 - 1,000 organic impressions per post and 75-100 interactions per month. Curbtender's Regional Sales Managers then share or promote those posts on their personal pages, typically yielding 500 - 2,000 organic impressions each.</p> <p>Examples of social media posts are included in our submitted materials.</p>	*
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 has no direct role required in promoting Curbtender's Sourcewell sweeper award, if granted. The developmental work the organization is doing is working. At this point, word of mouth is very strong in favor of Sourcewell. As far as individual tactics and strategies to amplify Curbtender's specific Sourcewell awards, that is our responsibility and one which we are prepare to accomplish.	*
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.	<p>Curbtender utilizes a Configure-Price-Quote tool (CPQ) for its dealers to develop quotes, receive engineering approval from Curbtender, submit quotes, and submit orders. The end user does not have direct access to this system. Though the dealer is able to literally build out a quote in front of the customer because all prices are MSRP, and applicable Sourcewell discounts automatically apply when selected. Thus a Sourcewell compliant quote can be built in real-time with the customer. Additionally, Curbtender lists many of its popular turnkey packages online for customers to view and inquire about, with pricing listed. This enhances visibility and demystifies the purchasing process.</p> <p>In terms of selling spare parts, Curbtender has a web commerce platform to sell parts and it also provides digital diagrams of major parts assemblies.</p>	*

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.	<p>Operator and Service training is typically provided by the local dealer at a cost of \$1,500 - \$3,500, depending on the scope and amount of travel required.</p> <p>All customers are welcome to attend free service training events at Curbtender's factories. The customer simply has to pay for their transportation to the event.</p> <p>Curbtender provides on-site corporate trainers for a multi-day operator and service training at a cost of \$5,000.</p> <p>Curbtender also provides an extensive Premier Support Event (see attached documentation) that includes hands-on service technician training, an extensive inspection of the Curbtender sweepers in the fleet, and recertification that provides an additional one year warranty. This is offered at a cost of \$10,000.</p>	*

42	Describe any technological advances that your proposed Solutions offer.	<p>The Sentry has a patented "air foil" vacuum fan design that is optimized for performance and noise levels. The Sentry also is designed to be "service technician friendly" as all its components are easy to access. In contrast, many competitors have tightly packaged designs that require the removal of major components just to gain access to and service other parts.</p> <p>The VacPak has a patented collection method and arm boom design. Its robotic arm vacuums litter and trash debris into a body compartment that features a true packing mechanism, maximizing payload and minimizing time off of route for dumping.</p> <p>The Warrior is one of the only mechanical street sweepers that meets California bridge law requirements for weight distribution. It is a heavy duty mechanical sweeper with a very large debris hopper. the Warrior is PM-10 certified.</p> <p>The new Eclipse was developed by a team of over 40 engineers. It has a super-efficient and optimized regenerative air circuit. Its control system allows Curbtender's corporate service team to "log on" and view/test functions in real time, making technical support quick and easy. The Eclipse has removed all primary operational hydraulics and replaced with simple electronic components. This eliminates the concerns of hydraulic leaks, internal hydraulic contamination, hydraulic heat generation issues, and much more. Lastly, the body is powered by its own integrated battery pack, eliminating body/chassis integration issues and reducing power consumption for the chassis powertrain.</p>	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Curbtender has not worked with any certifying entities for green initiatives. However, the new Eclipse is a unique hybrid solution. Because it is powered by its own battery pack, it can be paired with nearly any chassis that meets the weight rating requirements; including diesel, CNG, and electric. Further, it greatly reduces fuel burn on diesel and CNG applications because the chassis no longer has to power the body. Sweepers operate slowly and traditionally this has required the engine RPM's (from chassis or auxiliary engine) to be very high in order to provide proper power to the sweeper body. But the Eclipse eliminates this dynamic altogether and as a result saves on fuel costs and minimizes emissions output. Lastly, the Eclipse has eliminated all primary hydraulic operating functions which as a result makes it a safer unit to operate in environmentally sensitive areas, such as coastal communities.</p> <p>Across its product portfolio, Curbtender has been a critical proponent of electric vehicles. The company has developed and tested various EV applications since 2015.</p> <p>At Curbtender's factories, the company recycles its cardboard and scrap steel. Nearly all lights have been replaced with energy-efficient LED fixtures. Our factories are equipped with water bottle fill stations to eliminate unnecessary plastic waste.</p>	*
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.	<p>Curbtender's Warrior mechanical sweeper is PM-10 compliant, with certification from the South Coast Air Quality Management District. This is the industry standard for minimizing dust pollutants of 10 microns or larger from being expelled during sweeping operations.</p> <p>Curbtender is also collaborating with WorldSweeper.com in its development of a more stringent standard to reduce fine particles and microplastics.</p>	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Firstly, Curbtender is unique among its competitors in that it is a major supplier of municipal equipment, extending beyond just street sweepers. Curbtender also supplies refuse trucks of all categories, grapple loading trucks, roll-off trucks, and leaf collectors. As such, Curbtender offers Sourcewell customers a unified solution rather than a fragmented supplier network. Sourcewell customers can go to one dealer to purchase a variety of municipal equipment from one brand. This increases the fleet's "buying power" and enhances their relationship with the OEM. It also simplifies the process for ordering service parts and obtaining warranty, because the customer only has to call one service department for their needs.</p> <p>Curbtender positions itself to be the "most bang for your buck" supplier. The company is focused on high-performance, durable products, with a lower total cost of ownership. Curbtender is not the cheapest manufacturer, and certainly not the most expensive. But it strives to provide the most benefits and lower operating costs over the life of the equipment. These values led the company to develop the Eclipse regenerative air sweeper, which greatly improves service and operation while minimizing fuel consumption and annual service costs.</p> <p>The Eclipse also features a very quiet fan system. During in-cab decibel testing, the fan registered less db's than a passenger talking. This provides for less noise pollution in communities and is safer for the sweeper operator.</p> <p>The Eclipse is the only sweeper to replace its hydraulic components with electric components, and to feature an integrated battery pack so that it can be mounted on any chassis without actually integrating with the chassis powertrain. This reduces the cost of the chassis procurement, reduces the cost of chassis operation (compared to a single engine design), eliminates the cost of auxiliary engine operation (compared to a dual engine design), and avoids problematic headaches related to body-chassis integration.</p> <p>The Warrior is valuable to Sourcewell customers in California because it is one of the only mechanical street sweepers that meets California bridge law requirements for weight distribution.</p> <p>All of Curbtender's sweeper products are focused on maximizing the usable space in the hopper to be close to the volumetric capacity. Some competitors have hopper sizes that "check the box" for spec requirements, but in fact, their usable capacity is dramatically less. This means Curbtender sweepers collect more and stay on route longer, with fewer stops to dump.</p>	*
46	Describe in detail warranties offered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	<p>Curbtender's standard warranty is one year, but the company offers Sourcewell customers a 2 year warranty, at no additional charge, that covers parts and labor. Curbtender sells extended warranties in one year increments, with a total coverage of five years possible.</p> <p>Curbtender does not include technician travel in its standard coverage. However, the company often provides financial consideration if technician travel was substantial and justified.</p> <p>Curbtender provides warranty across US and Canada, including remote locations like Hawaii. When a dealership is too far from a local customer, Curbtender typically works with the municipality directly on warranty matters (certifying the fleet to perform basic warranty itself) and also secures a local service outfit to perform more advanced warranty requirements.</p>	*
47	Describe any limitations, restrictions, or other factors that adversely affect warranty coverage, including any coverage for items made by other manufacturers such as chassis.	<p>Chassis warranties are 100% owned and serviced by the chassis suppliers. Curbtender can only provide warranty for its manufactured product, the sweeper body. Within that context, warranty may be denied if the customer has not met its preventative maintenance obligations described in the product manuals, such as conducting inspections and regularly replacing hydraulic oil and filters.</p> <p>All third-party components installed on the sweeper body by Curbtender are supported by Curbtender's warranty. This includes pumps, valves, cylinders, and controls.</p> <p>Wear parts (brushes, brooms, wear plates, flaps/skirts, drag shoes, bushings and bearings, etc) are not included in warranty.</p>	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
48	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	Curbtender does not meet this certification and is unsure of the status for its various independent dealers.	*
49		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Curbtender does not meet this certification and is unsure of the status for its various independent dealers.	*
50		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Curbtender does not meet this certification and is unsure of the status for its various independent dealers.	*
51		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Curbtender does not meet this certification and is unsure of the status for its various independent dealers.	*
52		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Curbtender does not meet this certification, but one of its dealers (Fed Harmony) is a veteran-owned business and works with Curbtender on supplying to the military, federal government, and state entities.	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Curbtender does not meet this certification and is unsure of the status for its various independent dealers.	*
54		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Curbtender does not meet this certification and is unsure of the status for its various independent dealers.	*
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Curbtender does not meet this certification and is unsure of the status for its various independent dealers.	*
56		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Curbtender does not meet this certification and is unsure of the status for its various independent dealers.	*

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

61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Curbtender utilizes an MSRP price list (see attached documents). Published model-specific discounts apply for Sourcewell customers, repeat customers, and volume purchases. These discounts can be combined.	*
62	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Curbtender offers Sourcewell customers the following discounts: Sentry: \$2,000 discount off MSRP VacPak: \$2,000 discount off MSRP Warrior: \$3,500 discount off MSRP Eclipse: \$5,000 discount off MSRP In addition to the Sourcewell discounts, Curbtender provides Sourcewell customers with an upgraded warranty (2 years total) for no extra charge.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	2-4 Unit Discount: \$1,000 (each) 5-10 Unit Discount: \$2,000 (each) 11+ Unit Discount: \$3,000 (each) Repeat Customer Discount: \$1,000 (each) Additional Discount: Applied with discretion based on amount of option content and order size. The volume discount, repeat customer discount, Sourcewell member discount, and discretionary discount can be combined on a given deal. As a result, Sourcewell members are ensured extremely competitive pricing.	*
64	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.	Customers often have preferences for various equipment, electronics, and other add-ons. When "open market" items are requested by Sourcewell customers, Curbtender will use its purchasing power as an OEM to procure the item at OEM rates. Curbtender will then utilize a sliding scale "cost plus percentage" markup depending on the option/product acquisition cost. For items \$0 - \$100: 50% For items \$101 - \$500: 35% For items \$501 - \$1,000: 30% For items \$1,001 - \$5,000: 25% For items \$5,001 - \$10,000: 20% For items \$10,001 - \$30,000: 15% For items \$30,001 - \$60,000: 10% For items \$60,001 or more: 6% Curbtender intends to use the "sourced" products method to procure truck chassis on the "Open Market" that Sourcewell customers desire to mate with Curbtender's sweeper bodies. The open market sourcing is an important tool for Curbtender in offering enhanced turn-key offerings to its customers. Upon award of a contract, Curbtender will also list its available turn-key stock trucks.	*
65	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight and training are the two main costs which are not included in our standard price guides. Freight is variable depending on model and customer location. Training is often requested by the end-user and facilitated by the local dealer. The cost of training ranges depending on customer location, number of operators or techs to train, and total time required. Typically, Curbtender sees dealers charging \$1,500 - \$3,500 for training based on these variables. Many independent dealers also charge a \$1,500 PDI fee to cover an extensive inspection, tightening of all fittings and bolts after transport, cleaning of the unit, and ensuring its operation is tuned for the local customer. MSRP pricing does not include tax, title, license, and other fees. Those are charged at the local rates. In most instances, Curbtender is "out-of-state." Therefore, corporately the company is unable to perform local tax, title, and registration. Therefore, it is the responsibility of the local dealer and customer to handle these local activities.	*

66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Curbtender provides the customer with estimated freight quotes at time of the unit quote, as well as a final freight quote prior to delivery. Typically the unit is driven rather than flat-bed hauled to the customer, unless it has a CNG-powered chassis. Curbtender works with multiple national freight brokers as well as several local drivers. Copies of valid insurance and regular driver history checks are used to ensure quality service. With multiple freight quotes for each unit moved, Curbtender is able to ensure the end user is receiving the most competitive price possible.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight for Canada is no different than our program for continental US. For Alaska, Hawaii, and offshore locations, we normally have the added step of working with sea freight brokers and sometimes must plan production in order to meet winter passage restrictions. This is a regular part of our sales and delivery process.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Curbtender runs promotions on spare parts and wear parts for customers receiving new unit deliveries called "If it Fits, it Ships." We can fit a substantial amount of parts into their hopper, effectively providing free freight for those parts. In addition, we provide a discount of 10% on those parts.	*
69	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.	Curbtender is able to ensure that all customers receive the correct pricing because it will be responsible for managing the quote and invoicing process to its customers. Furthermore, the Sourcewell discount is a selectable option within Curbtender's Configuration Price Quote tool. When selected, it generates an option code that follows the unit from quote, order, build, and invoice. This allows Curbtender's Sales Manager and Controller to effectively audit all Sourcewell deals and ensure timely and accurate payment of the administrative fee. Curbtender will train its internal sales network and external sales network on its Sourcewell contract. Internally, we regularly review the Sourcewell quote, order, and invoice activities. Our sales coordinator will have copies of all option guides proposed to Sourcewell and will ensure that each quoted and submitted order adheres to the submitted materials.	*
70	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.	Curbtender looks at the following metrics when evaluating its award: *Sourcewell Quote Activity *Sourcewell Sales Growth *Curbtender's Sourcewell website page visits *Curbtender's Sourcewell internet advertising campaign metrics *Profit analysis of Sourcewell deals	*
71	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.	For Curbtender's manufactured bodies, the company proposes to pay Sourcewell a 3% administrative fee. In the event that a Sourcewell customer procures truck chassis from Curbtender as part of its turn key product package or an open market sourcing, Curbtender proposes paying a 1.5% administrative fee.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Corporately, Curbtender has discontinued participation in cooperative contracts that compete with Sourcewell. However, our dealers participate in local state contracts using list price plus, and it is not as competitive as Curbtender's corporate Sourcewell pricing.	*

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

Line Item	Question	Response *
73	Provide a detailed description of all the solutions offered, including used solutions if applicable, offered in the proposal.	<p>Curbtender provides "built-to-order" and "turnkey stock equipment" options for mechanical and regenerative air sweepers, as well as litter/debris/waste vacuums. Curbtender can supply the body only, or package the body with our preferred chassis partners, or package with the customer's local chassis partner. Curbtender can provide municipal rentals and leases for its equipment.</p> <p>The Warrior mechanical sweeper has one of the largest usable hoppers in the industry and is one of the only mechanical sweepers that is "California Bridge Law" compliant for weight distribution.</p> <p>Curbtender's Sentry 450 and Eclipse regenerative air sweepers are both available in "under CDL" chassis applications, allowing fleets to operate with less expensive labor.</p> <p>The Sentry is a versatile regenerative air sweeper that operates well in urban environments, small towns, and campus or parking lot settings. Due to its uptube design, nearly the entire height of the hopper is usable and can be filled with debris.</p> <p>The Eclipse is a full size regenerative air sweeper that can be used in under CDL or CDL applications. This first-of-its-kind sweeper has replaced all primary operational hydraulics with electric motors and actuators. The body itself is powered by integrated batteries, making the body completely "decoupled" from the chassis. As a result, the chassis powertrain (diesel, CNG, or electric) is not overburdened by the body and instead its power consumption is dedicated exclusively to driving. In internal combustion engine applications in particular, this will extensively save fuel. In sweeper applications, a large amount of cost and maintenance is related to the hydraulic functions and related controls. These sensitive and finicky systems are replaced entirely by simple electric components. This radically improves functionality while saving thousands of dollars annually on service costs.</p> <p>Curbtender's VacPak litter/debris vacuum has a robotic arm controlled in-cab with a large suction tube attached. This allows vacuum collection of debris along roadways and ditches. It also allows collection at difficult sites, such as homeless encampments, that would otherwise require extensive manual labor to clean up.</p>
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Mechanical Street Sweeper Regenerative Air Sweeper Under CDL Regenerative Air Sweeper Electric Sweeper Parking Lot Sweeper Airport Sweeper Litter/Debris Vacuum</p>
75	Detail any runway sweeping and cleaning equipment that is FAA compliant (such as Part 139, AC 150/5210 Foreign Object Debris, National Aerospace Standard 412).	<p>Sentry 450 can be used on airport facilities. Eclipse can be used on airport runways. All Curbtender Sweepers can be equipped with FAA-compliant magnetic FOD bars.</p>
76	Describe any service contract options or extended warranties offered with your proposal.	<p>Curbtender offers extended warranties in one-year increments with a maximum option of five years total warranty. The warranty includes reimbursement for both material and labor.</p> <p>Many of Curbtender's dealers offer local service contract options for regular preventative maintenance, prep for start of sweeping season, and winterization at end of sweeping season. These local service contracts can be brokered through Curbtender's Sourcewell contract in participation with the local dealer.</p>

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	
77	Street sweeper	<input checked="" type="radio"/> Yes <input type="radio"/> No	Curbtender's Sentry, Warrior, and Eclipse lines can be used on a variety of street applications.	*
78	Sidewalk sweeper	<input type="radio"/> Yes <input checked="" type="radio"/> No	Curbtender does not manufacture a sweeper small enough for a sidewalk.	*
79	Parking lot sweepers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sentry 450 is suitable for use in parking lot and campus/facility maintenance.	*
80	Runway sweeping and cleaning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Curbtender's sweepers can be fitted with airport options packages.	*
81	Litter, trash, and debris vacuums	<input checked="" type="radio"/> Yes <input type="radio"/> No	The VacPak can be used to vacuum litter, trash, and debris from ditches, homeless encampments, and other areas.	*
82	Optional equipment, accessories, supplies and replacement or wear parts (complimentary to proposers offering in 77-81 above).	<input checked="" type="radio"/> Yes <input type="radio"/> No	Curbtender carries accessories, replacement parts, and wear/consumable parts for its products.	*
83	Rental options (complimentary to proposers offering in 77-81 above)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Municipal rentals available for terms of three months or longer.	*

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

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcwell 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 Sourcwell 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 Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Curbtender Price List - PRL 04-25.pdf - Tuesday June 24, 2025 12:41:39
 - [Financial Strength and Stability](#) - Bank Letter of Good Standing May 2025.pdf - Tuesday June 24, 2025 09:15:12
 - [Marketing Plan/Samples](#) - Curbtender Marketing Examples.pdf - Tuesday June 24, 2025 09:15:27
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Standard Sourcwell Sales Documents.pdf - Tuesday June 24, 2025 09:15:42
 - [Upload Additional Document](#) - Curbtender Sweepers - Supporting Documents.pdf - Tuesday June 24, 2025 11:52:40
 - Requested Exceptions (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. - Mark Watje, President, Curbtender, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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
Addendum_2_RFP_062425_Street_and_Specialty_Sweepers Tue May 27 2025 04:08 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_062425_Street_and_Specialty_Sweepers Thu May 8 2025 04:14 PM	<input checked="" type="checkbox"/>	1