

**MASTER AGREEMENT # 062425****CATEGORY: Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies****SUPPLIER: FAYAT Environmental Solutions Americas**

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 FAYAT Environmental Solutions Americas, 725-A Imperial Court, Charlotte, NC 28273 (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.

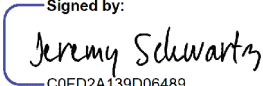
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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.

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

FAYAT Environmental Solutions Americas

Signed by:



C0FD2A139D06489...

By: \_\_\_\_\_

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 10/24/2025 | 3:50 PM CDT

Signed by:



E79187E8118E48F...

By: \_\_\_\_\_

Michael Nelson

Title: General Manager

Date: 10/24/2025 | 9:13 AM CDT



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

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## Vendor Details

Company Name: FAYAT Environmental Solutions Americas

Does your company conduct business under any other name? If yes, please state: Fayat Cleantech Americas, Dulevo, Ravo, Scarab

Address: 725-A Imperial Court  
Charlotte, North Carolina 28273

Contact: Michael Nelson

Email: m.nelson@fes.fayat.com

Phone: 732-874-2857

Fax: 732-874-2857

HST#: 35-2581908

## Submission Details

Created On: Tuesday June 17, 2025 13:47:45

Submitted On: Tuesday June 24, 2025 11:41:18

Submitted By: Michael Nelson

Email: m.nelson@fes.fayat.com

Transaction #: 27bfe853-0469-4cee-9056-7b249286cd27

Submitter's IP Address: 147.243.202.242

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## 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.	Fayat Cleantech Americas, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
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).	Dulevo International S.p.A. Ravo Holding BV Scarab Holding Limited	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Provide your NAICS code applicable to Solutions proposed.	237310	
6	Proposer Physical Address:	725-A Imperial Court Charlotte NC 28273	*
7	Proposer website address (or addresses):	<a href="https://cleantech.fayat.com/">https://cleantech.fayat.com/</a> <a href="https://www.dulevo.com/us/">https://www.dulevo.com/us/</a> <a href="https://ravo.fayat.com/en-us">https://ravo.fayat.com/en-us</a> <a href="https://scarab.fayat.com/en-us">https://scarab.fayat.com/en-us</a>	*
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):	Michael Nelson, General Manager 725-A Imperial Court Charlotte NC 28273 m.nelson@fes.fayat.com 732-874-2857	*
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Michael Nelson, General Manager 725-A Imperial Court Charlotte NC 28273 m.nelson@fes.fayat.com 732-874-2857	*
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

**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.	Fayat Cleantech Americas is a separately named entity that falls under the broader umbrella of the Fayat Group’s activities in North America, particularly within its Road Equipment division and its focus on sustainable solutions. The Fayat Group, a French family-owned company founded in 1957, has been expanding its presence in North America through strategic acquisitions and investments. Fayat Cleantech Americas is the US based business unit of the Fayat Group dedicated to the distribution and support of all brands of sweepers manufactured and owned by the Fayat Group,	

Dulevo International, SpA, Ravo Holding, BV and Scarab Sweepers Limited. Fayat Cleantech Americas was founded in 2017 as Fayat Environmental Solutions Americas. The legal name of the business unit was changed in 2024 to better reflect the purpose of the group.

The core values of our group are: Ethics, Expertise, Innovation, Entrepreneurship, and Eco-responsibility

#### History of Dulevo:

Dulevo International S.p.A., founded in 1976 in Parma, Italy, is a leading manufacturer of industrial and urban cleaning equipment. The company is known for its innovative mechanical-suction-filtering sweeping system and has a history of developing and manufacturing a wide range of sweeping machines for various applications.

Here's a more detailed look at the history:

1976: Dulevo was established and the first prototype of the historic 120 model was designed.

1982: The company opened its first factory in Sanguinaro, producing the 200 and 500 models.

1991: Dulevo joined the Lampogas Group, leading to increased research and development, resulting in new models.

2013: Lampogas SpA underwent restructuring, with 4D Global Energy Investments Plc. becoming the majority shareholder.

2016: Dulevo expanded internationally.

2021: Dulevo became part of the Fayat Group.

Throughout its history, Dulevo has focused on developing high-quality, technologically advanced sweeping machines for both industrial and urban cleaning, adapting to various needs and environments, according to Dulevo. They were one of the first manufacturers to offer a quality electric vehicle sweeper, aligning with international zero-emission standards.

#### Ravo History:

RAVO, a leading manufacturer of compact street sweepers, boasts a history rooted in innovation and a commitment to high-performance cleaning solutions. Founded in the Netherlands in 1964 by Karel van Raaij, RAVO joined the FAYAT Group in 2009. The company's dedication to developing advanced sweepers is evident in models like the R5 and R5e, known for their powerful suction, compaction capabilities, and exceptional design.

Here's a more detailed look at RAVO's history:

1964: Karel van Raaij joins ILPERA (later RAVO), a company specializing in cleaning vehicles, in The Netherlands.

1980s: RAVO achieves major success in markets worldwide, including Japan, the USA, Latin America, and Australia.

1993: RAVO is acquired by Federal Signal.

2009: RAVO becomes part of the Fayat Group, a global leader in various industries.

2014: RAVO celebrates its 50th anniversary.

2019: RAVO opens a new factory and parts warehouse.

2019: The company launches the RAVO eSeries, the first fully electric maxi-compact sweeper.

2023: RAVO's commitment to innovation continues with the introduction of the RAVO E2, a model designed for bicycle lane sweeping, and the development of other advanced sweeping solutions. The company's focus on performance, reliability, and operator experience has solidified its position as a global leader in the compact street sweeper market.

#### Scarab History:

Scarab Sweepers, a leading manufacturer of road sweepers, was founded in 1979 in the UK. The company is known for its innovation in single-engine, environmentally friendly sweeping solutions. Scarab became part of the Fayat Group in 2011.

Here's a more detailed look at Scarab Sweepers' history:

Early Years (1979-1980s):

Scarab Sweepers was established in 1979 by Rodger Hoadley. The company quickly focused on developing single-engine truck-mounted sweepers, pioneering this technology with the introduction of the Major 3000 in 1988.

Continued Innovation (1990s-2000s):

Throughout the 1990s and 2000s, Scarab continued to innovate, introducing models like the Minor, the "Hydrostatic" Minor, and the Monic, while also incorporating advancements like CANbus controlled sweeping systems.

Fayat Group Acquisition (2011):

In 2011, Scarab Sweepers became part of the Fayat Group, a large French industrial group. This acquisition brought Scarab into a broader network of companies focused on road equipment and environmental solutions.

Focus on Sustainability:

Scarab has consistently emphasized environmentally friendly sweeping solutions, even before it became a mainstream concern. Their single-engine approach, along with innovations like pure vacuum technology, has been central to their product development.

		<p>Global Presence: Scarab Sweepers is a global leader in the design and manufacture of road cleansing vehicles, with a significant export business. They offer a wide range of sweepers for various applications, including municipal, highway, and off-highway.</p> <p>Recent Developments: Recent developments include the launch of the Maven 65 model and continued focus on single-engine technology, particularly for the export market. Scarab's sweepers are assembled in the UK and distributed globally, with some models, like the Maven 65, assembled in the US for the North American market.</p>	
12	What are your company's expectations in the event of an award?	We expect to further grow our sales in North America for the three brands. Since being awarded the Sourcewell contract we have seen an increase in sales, growing over 3 times since 2017 and that growth is especially seen through Sourcewell. We expect this trend to continue as we integrate our new brands, products and solutions.	*
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.	Fayat Cleantech Americas Is a Business Unit of the group. Please see attached the financial reports for Ravo, Dulevo and Scarab.	*
14	What is your US market share for the Solutions that you are proposing?	<p>Ravo Market Share in Compact and Subcompact Vacuum Sweepers is Approx 90%</p> <p>Dulevo Market Share in Compact Mechanical, Vacuum Assist Sweepers is Approx 80%</p> <p>Scarab Market Share in Truck Mounted Vacuum Sweepers is Approx 10%</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Ravo Market Share in Compact and Subcompact Vacuum Sweepers is Approx 95%</p> <p>Dulevo Market Share in Compact Mechanical, Vacuum Assist Sweepers is Approx 80%</p> <p>Scarab Market Share in Truck Mounted Vacuum Sweepers is Approx 15%</p>	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A	*
17	<p>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).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>We are best described as b). Fayat Cleantech Americas, LLC is the US based business unit of the Fayat Group dedicated to the distribution and support of all brands of sweepers manufactured and owned by the Fayat Group, Dulevo International, SpA, Ravo Holding, BV and Scarab Sweepers Limited. As such we represent as a Manufacturer.</p> <p>Fayat Cleantech provides sales, parts and technical support via the factories direction to support the end users and dealer network. There are a total of 14 personnel dedicated to this. Fayat Cleantech supports parts with a 20,000 sf facility in NC and are moving to a 100,000 sf distribution center in Jan 2026. We provide further support from our factories in Europe with training, parts, technical support and sales support as needed.</p> <p>All sales to governmental agencies are through a vast, privately owned dealer network. There are 35 dealers in the US representing our products. Each dealer is measured on their overall performance of training, technical capabilities and general parts support.</p>	*
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.	N/A	*
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 Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	All factories are ISO 9001:2015, ISO 14001:2015. Dulevo, Ravo and Scarab overall Ecovadis Award for overall sustainability is Silver. There are no other sweeper manufacturers who rate this high.	*
21	What percentage of your sales are to the governmental sector in the past three years?	In the US and Canada approximately 92% are sales to governmental agencies. Worldwide, that value is approximately 80%.	*
22	What percentage of your sales are to the education sector in the past three years?	In the US and Canada approximately 3% are sales to governmental agencies. Worldwide, that value is approximately 2%.	*
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?	N/A	*
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 Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of San Jose CA	Daryl Fowler	(408) 975-7129	*
City of University Park TX	Owen Downham	(214)-987-5440	*
Town of Windsor	Matt Wilson	252-794-3121	*

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

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

Line Item	Question	Response *	
26	Sales force.	Fayat Cleantech Americas employs 7 persons to provide sales support to our dealer network consisting of 35 dealers. We support these dealers additionally with 8 international sales persons who work directly for the factory. In total there are well over 150 sales persons working in the field.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	We have 35 unique dealers in the US selling one or more of our brands of sweepers. They are mandated and measured to provide full service support for the machines sold. All dealers must meet stringent financial, facility and organizational measures.	*
28	Service force.	Fayat Cleantech employs 7 persons to provide service support to the dealer network. These persons work in conjunction with the factories in Europe and UK where we have a further support network of more than 20 persons at any given time.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	In order to provide the fastest way to market and close deals as quickly as possible, all orders will be handled entirely by the dealers. In order to monitor activity and assure compliance, a SharePoint is utilized to maintain the database of all active and closed quotations. We have created custom quotation tools for the dealers to assure proper pricing and adherence to Sourcewell policies. Once the deal is at the point of purchase order, Fayat Cleantech Sales team will review the quotation for accuracy and adherence to policies. The final quotation is approved by Fayat Cleantech and confirmed to the dealer. Dealers are required to utilize this process.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We have with all our dealers tight contracts stipulating what we expect from them.</p> <p>Our dealers are committed to response within 24 hours however most do respond within 12 hours. In order to be able to do so they can rely on our after sales desk at our premises in NC but also the after sales desk at our factory. In this way we are able to contact us for 18 hours a day. All our new units are standard equipped with a telematics system through which the dealer and or the factory can remote view the unit if required and diagnose any issues from a distance and saving time since the field technician will arrive fully prepared to sort out any issues with the machine.</p> <p>We operate a 24 hours accessible parts webshop for all our dealers through which they can order parts any moment of the day. In this way we can guarantee our 24 hours parts service and provide the right parts at the right moment. Our company has an incentive program for dealers in terms of awarding the top 3 dealers in terms of service capabilities on our annual dealer meeting with various prizes. Apart from increasing sales through delivering the best service this is another great way to keep them motivated. Our Diamond Dealer Program measures all facets of dealer performance with financial incentives to improve.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We are fully able and willing to provide our products and service to Sourcewell participating entities in the USA through our local privately owned dealer network.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are fully able and willing to provide our products and service to Sourcewell participating entities in Canada through our local privately owned dealer network.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, if purchaser is a proper Sourcewell Member or as approved by Sourcewell.	*



**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>All relevant marketing material will prominently display the Sourcewell Logo as well as the contract number for ease of customer information.</p> <p>See attached Marketing Plan when awarded Sourcewell Contract.</p> <p>Electronic media campaign As Fayat Cleantech Americas, we actively promote our products through various sources of (social) media like LinkedIn and Worldsweeper.com for example. We will continue to do so and once we can renew our contract we will mention this in our electronic newsletter, our news section on our website but also social media. We have recently reinforced our marketing and communication team with a senior member enabling us to even more effectively approach the market and utilize the Sourcewell contract to its fullest. We also intend to develop a special section on our website describing the Sourcewell contract. Please see example: <a href="https://scarab.fayat.com/en-us/news/scarab-sourcewell">https://scarab.fayat.com/en-us/news/scarab-sourcewell</a> <a href="https://ravo.fayat.com/en-us/discover-ravo/news/sourcewell-collaboration">https://ravo.fayat.com/en-us/discover-ravo/news/sourcewell-collaboration</a></p> <p>We renew the news feed on a regular basis to revive the market insight and generate interest.</p> <p>Customized Online SharePoint Quoting Tool: We have developed a customized quote tool that allows our dealers to utilize the fastest way to market for a customized quotation for their customer using Sourcewell. The tool assures 100% compliance and proper information gathering for reporting and compliance. All dealers use this tool with the customer to create an immediate impact for the decision makers.</p> <p>Paper media campaign We regularly advertise in magazines and once the Sourcewell contract will be renewed we will place a special advert mentioning that we continue to be on the Sourcewell contract and pointing out the various benefits the contract offers.</p> <p>(Local) Trade Shows We will actively encourage all dealers to make sure that it is noticeable when being present at a trade show that our products can be sourced through Sourcewell. We will provide banners and marketing materials like offered by Sourcewell in order to do so.</p> <p>End customer visits All our dealers are in the possession of demo units of our products. When making sales calls to arrange product demonstrations but also when the demonstration takes place we will make sure that the salesforce will mention that the products can be sourced through the Sourcewell contract and also hand out the special Sourcewell leaflet we will provide them with.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>The marketing teams of all the brands actively promote the products around dealer and national events via LinkedIn. We believe in a surgical approach and not a lot of content. We want meaningful information to be shared. For local US tradeshow we will drive the dealers to provide the LinkedIn content and always drive for them to bring Sourcewell to the forefront of their local show.</p> <p>All brand websites have a section dedicated to Sourcewell.</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?	<p>We appreciate that Sourcewell is an independent provider of services to facilitate legal governmental procurement. We have received many references from the Sourcewell team and that is a driver for us. Sourcewell's seminars and local meetings to generate more end user acceptance is the key for our success.</p> <p>Our dealer network takes several sales approaches to the buyers. Some will lead to the customer with a Sourcewell quote in hand. Others, once the process gets to the point of the quotation, they will typically provide a Sourcewell quote rather than a generic quote to push the buyer that direction.</p>
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.	N/A

**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.	We do offer operator and maintenance training with every delivery done by our local dealer network. For bigger orders we may send someone from the factory. Operator's training is standard but can be extended against an extra fee as stipulated by the local dealer. Maintenance training will be performed locally but there is also an option to have training at our facilities in NC through the Cleantech academy. The cost for training at the Cleantech academy is free with a minimum group size of 2 people and a maximum group size of 8 people. Furthermore, we offer online training course as well for all our products as well operators manuals, workshop. manuals and technical manuals free of charge with every machine we deliver. Also on our YouTube channel there is a section with videos on how to perform daily maintenance, cleaning and operation of the equipment. All this is freely accessible since we value proper handling of our products and believe that after sales and training is essential for that.
42	Describe any technological advances that your proposed Solutions offer.	Dulevo and Ravo offer fully electric models that are homologated to the US automotive charging standard. The Ravo R5e has sold over 300 Units worldwide, the Ravo E2 has sold over 200 Units worldwide and the Dulevo D.Zero has sold over 150 units worldwide.  All sweepers offered have been manufactured to meet the toughest demands of the European Market. Sweepers in Europe tend to be used 2-3 times more than in the US. The hours accumulated by running 2-3 shifts per unit are the reason. These machines need to hold up and clean or they will not be purchased.  All sweepers come standard with telematics for fleets to manage their fleet and for our team to assist with diagnostics in the event of failure.  All sweepers are capable to meet the PM 2.5 sweeper standard.  Machines use a low fuel consumption and low noise level.  When it comes to safety and security we have very high standards. The cabins are low to the ground and have big glass surfaces, come standard with rear view and suction mouth cameras and 360 degree cameras are optional. The machines have a short wheelbase making the very maneuverable as well which increases driving comfort.  Many of our sweepers are exceptionally well suited to sweep bicycle lanes and over the years we can see an increasing demand in this segment
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	All Factories are ISO 14001:2015 compliant. In addition, all suppliers are required to be ISO 14001:2015 compliant.  In 2025 all factories received the Silver Medal from Ecovadis for overall sustainability in the automotive sector. This is one of the most stringent sectors of Ecovadis. Ecovadis measures all facets of sustainability and is the most respected measurement in Europe.  The Fayat Group core value of Eco-responsibility is not just talk. All of the group must measure and report their individual carbon footprint with a goal to be carbon neutral by 2035.
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.	ISO 14001:2015 2025 Ecovadis Silver Medal for all Factories
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?	The small size (without sacrificing capacity) and high power cleaning of our machines along with a low fuel consumption and low noise level make our products superior in the market place. Each machine is geared to run as efficiently as possible as this is the standard in Europe.  We have short lead times, Less than 5 months, and can customize the machines to suit the needs of the end user.  We offer several solutions for Bike Path and City Center operation on sidewalks and in tight quarters.  We offer 3 unique fully electric offerings homologated to US Automotive charging standards and all three have been proven throughout the word to perform.
46	Describe in detail warranties offered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	Warranties are 2 Years with extended warranties optional. They cover all parts, labor and travel with limits for mileage. Warranty service is available in all of North America.

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.	Engine Manufacturers cover the engine warranties. We will sometimes offer policy warranty in the event the engine supplier does not stand behind the product.	*
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**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 re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
49		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
50		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
51		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
57	Describe your payment terms and accepted payment methods.	Varies Dealer by Dealer from COD to Net 30 terms. Payment by Check or Wire Transfer Only	*
58	Describe any leasing or financing options available for use by educational or governmental entities.	We actively Promote Leasing via the Sourcwell provider NCL Government Capital. In addition, all dealers have their own possible leasing partners who offer aggressive Municipal Leasing and creative financing.	*
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.	Cleantech America only offers the final quotation form, Sample Attached.  Dealers manage their transactions differently and as such their is a wide range of documents. Cleantech assure compliance with all rules and policies of the Sourcwell Contract and acts swiftly to handle any lack of compliance.	*

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?	P-Cards are accepted at certain dealers. In general we prefer wire transfer due to the value of the machines.	*
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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>For our 3 Brands and all products we work with standard pricelists. On these pricelists the customer can tick which options he or she would require on the machine and in that way easily calculate the final price. All options have a unique SKU.</p> <p>We have crafted customized quotation forms for each product and for each dealer to use to customize the order for each end user. Being that the machines are very complex and offer many options, the customization has saved many hours of work for the dealer network. This allows the dealer to easily utilize the contract and prepare quotations for the end user in a short order to further reduce the time from inquiry to sale.</p>	*
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.	We offer a 5% percentage discount from our MRSP pricelist on all of the items being proposed in this offer. It is a simple off the list price percentage calculation. However, this percentage could be higher upon the dealers' request and often is higher.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	We offer quantity discount in consultation with the dealer and final customer. These can vary from 1 to 10%	*
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.	Various customers might require additional items and/or options which are not available from the factory. These will be included in the quotation upon request of the dealer after having agreed upon these with the final customer. These could include items such as additional lights, wrapping of the machine, communication devices, etc. The pricing will vary and be negotiated with the end user to maximize the savings for the buyer.	*
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.	<p>The following costs are not included in the pricing submitted. These can be added to the quote by the local dealer upon consultation with the customer should he require such items:</p> <ul style="list-style-type: none"> <li>- Locally installed non factory options upon request of the customer</li> <li>- PDI charges if applicable</li> <li>- Additional training on top of the standard offered training</li> <li>- Freight and Delivery: Freight costs will be pre-paid and added to the Members' invoice. Small items will be, in most cases, delivered by UPS. Other freight carriers may be utilized in shipments, i.e. Federal Express, DHL and common carrier for truck freight. The actual cost of shipment will be passed thru to the customer. We will not mark up this item for profit. Minimal handling fees may be added where special packaging is required. The Member will be notified of these charges if applicable prior to order placement.</li> <li>- Federally Mandated Items: The cost of any federally mandated items may be passed on to the Member. Dealers will work with the buyers and any cost incurred to meet the requirements of this mandate may be passed on to the member. Any costs applicable will be provided to the Member prior to any Purchase Order being issued. Once the PO is placed there will be no further changes.</li> </ul>	*

66	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>The shipping process and method is done in consultation with the final customer but generally it exists out of the following:</p> <p>New build machine</p> <ol style="list-style-type: none"> <li>1) The factory informs the importer (Cleantech America) when the machine is ready for shipment</li> <li>2) Cleantech books transport from the factory to the dealer</li> <li>3) Before transport a final machine check is performed</li> <li>4) The machine will be loaded in a container and transported to the port where it will be loaded onto a vessel</li> <li>5) The vessel arrives at the closest port to the dealer where the container will be loaded on a truck and transported to the dealer</li> <li>6) Upon arrival of the machine the dealer performs a machine check after the machine has been unloaded</li> <li>7) If required local options will be installed on the machine</li> <li>8) Once finished the machine will be made ready for transport</li> <li>9) The dealer performs a PDI of the machine</li> <li>10) The machine is transported by the dealer on a flatbed trailer to the customer</li> <li>11) Upon acceptance of the machine a final check is done</li> <li>12) The machine is handed over including the invoice which includes the freight charges</li> <li>13) Upon payment the Certificate of Origin will be handed over</li> </ol> <p>Stock unit at the dealer</p> <ol style="list-style-type: none"> <li>1) The customer places the order</li> <li>2) The dealer is informed</li> <li>3) The dealer performs a PDI of the machine</li> <li>4) The machine is transported by the dealer on a flatbed trailer to the customer</li> <li>5) Upon acceptance of the machine a final check is done</li> <li>6) The machine is handed over including the invoice which includes the freight charges</li> <li>7) Upon payment the Certificate of Origin will be handed over</li> </ol>	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We can ship and deliver anywhere in North America upon the customer's request and to Hawaii on a case by case basis until we have appointed a dealer there.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All distribution is via the dealer network	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	All Dealer Sourcwell activity is handled via a sharepoint. Cleantech Sales Admins provide the quotations and monitor the usage of the sharepoint and quote requests. Dealers are free to prepare quotations in order to be agile but the final quote is approved and monitored by the Cleantech admins.	*
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.	<p>By offering our network customized quote tools, we have made it the easiest contract for them to use to sell our products.</p> <p>We track our Sourcwell sales and compare these to our non Sourcwell sales. Our total sales is growing year on year but we have noticed that the percentage of sales through Sourcwell has increased as part of our total sales over the past years. We intend to keep on doing so and are confident that we can grow our business even further through the Sourcwell contract since we are seeing more and more enthusiasm in the market for sourcing through the Sourcwell contract.</p> <p>Apart from this we also keep track of the time it takes between the first contact with the customer and the actual sale. We noticed that this timing is significantly shorter when the customer is sourcing through Sourcwell than when he issues a bid. In our opinion this is a great benefit when selling through the Sourcwell contract as dealer but also manufacturer.</p>	*
71	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The propose an Administrative Fee will be payable to Sourcwell 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.	We propose an administrative fee of 1% due to the unique nature and makeup of the products that we intend to represent in this proposed Sourcwell contract	*

**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.	Sourcewell is the only National contract utilized by Fayat Cleantech America Brands and the only cooperative program promoted by our group.	*

**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.	Brochures for All Models will be uploaded in the Document Area. Dulevo Models: 850, D.Zero2, D3, D6, 6000 Ravo Models: R1, R2, E2, R5, R5e Scarab Models: Maven 65, Magnum U72	*
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Street sweepers, Sidewalk sweepers, Parking lot sweepers, Bike Path Sweepers, Industrial Sweepers, Litter Collection Sweepers, Vacuum Sweepers, Mechanical Sweepers	*
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).	N/A	*
76	Describe any service contract options or extended warranties offered with your proposal.	Extended Warranties are Available for purchase and dependent on the option content of the machine.  Dealers independently offer Service Contracts and they are sold as Non Sourcewell items.	*

**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	D3, D6, 6000, R5, R5e, Maven 65, Magnum U72	*
78	Sidewalk sweeper	<input checked="" type="radio"/> Yes <input type="radio"/> No	850, D,Zero2, R1, R2, E2	*
79	Parking lot sweepers	<input checked="" type="radio"/> Yes <input type="radio"/> No	All Models	*
80	Runway sweeping and cleaning equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
81	Litter, trash, and debris vacuums	<input checked="" type="radio"/> Yes <input type="radio"/> No	850, D,Zero2, R1, R2, E2, R5, R5e	*
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	Full stock of repair and service parts. All machines have a wide range of options available to suit individual needs.	*
83	Rental options (complimentary to proposers offering in 77-81 above)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Most dealers offer a rental program. Fayat Cleantech does not directly rent sweepers.	*



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

**Line Item 84. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

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

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
  - [Pricing](#) - FAYAT CLEANTECH SOURCEWELL MASTER PRICING 2025 V1.xlsx - Tuesday June 24, 2025 09:57:30
  - [Financial Strength and Stability](#) - Fayat Cleantech Financials 2022-2024.pdf - Tuesday June 24, 2025 10:39:44
  - [Marketing Plan/Samples](#) - Sourcwell Marketing Plan 2025 v2.pdf - Tuesday June 24, 2025 11:15:51
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - City of San Jose MME Sourcewell Dealer Price Master Ravo 5e 06292023 v1.pdf - Friday June 20, 2025 14:35:43
  - [Upload Additional Document](#) - Cleantech Brochures.pdf - Friday June 20, 2025 14:59:29
  - 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. - Michael Nelson, General Manager, Fayat Cleantech Americas, LLC

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