

**MASTER AGREEMENT # 062425****CATEGORY: Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies****SUPPLIER: TYMCO, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and TYMCO, Inc., 225 E. Industrial Blvd., Waco, TX 76705 (Supplier).

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

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

**Article 1:
General Terms**

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

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

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 27, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 062425 to Participating Entities. In Scope solutions include:
 1. Sourcewell is seeking proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies intended or designed for sweeping, vacuuming, or cleaning of streets, roadways, alleys, parking facilities, sidewalks, trails, paths, and airport runway or airfield surfaces, such as:
 - a. Street, sidewalk, parking lot, and runway sweeping and cleaning equipment of every size, model, or design;
 - b. Litter, trash, and debris vacuums; and,
 - c. Optional equipment, accessories, supplies and replacement or wear parts directly related to the offering of the solutions in subsections 1. a. - b. above.
 2. The primary focus of this solicitation is on Street Sweepers and Specialty Sweepers with Related Equipment, Accessories, and Supplies, and the related offering of equipment, supplies, and services. This solicitation should NOT be construed to include services only solutions.
 3. Proposers may include rental of street sweepers, specialty sweepers, debris vacuums and related equipment provided that they are complimentary to Proposer's offering of street and specialty sweepers.
 4. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - a. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222);
 - b. Facility MRO, Industrial, and Building-Related Supplies and Equipment (RFP #091422);
 - c. Airport Runway and Emergency Equipment with Related Services; except as called out above (RFP #111522);
 - d. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #112624); and,
 - e. Roadway Maintenance Equipment (RFP #050625).

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

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
 - 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other

award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;

- Provide sufficient detail to justify the requested change;
- Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and

- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
 - a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

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

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
 - e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms

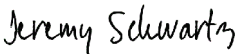
control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

062425-TYM

- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:

C0FD2A139D06489...


By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 12/11/2025 | 8:19 PM CST

TYMCO, Inc.

Signed by:

4965F8C1D4074F8...

By: _____

Kenneth J. Young

Title: President

Date: 12/11/2025 | 12:57 PM PST

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

Vendor Details

Company Name: TYMCO, Inc.
Address: 225 E Industrial Blvd
Waco, Texas 76705
Contact: Bryan Young
Email: bryan.young@tymco.com
Phone: 254-799-5546 256
Fax: 254-799-2722
HST#:

Submission Details

Created On: Thursday May 15, 2025 10:50:51
Submitted On: Monday June 23, 2025 18:44:07
Submitted By: Bryan Young
Email: bryan.young@tymco.com
Transaction #: c0f39062-62a3-4967-8f3d-bdbe73905a8f
Submitter's IP Address: 147.243.206.198

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.	TYMCO, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
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).	TYMCO, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE (Commercial and Government Entity) Code: 52DJ8	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS Code: 336211 (Motor Vehicle Body Manufacturing)	
6	Proposer Physical Address:	225 E Industrial Blvd Waco, Texas 76705	*
7	Proposer website address (or addresses):	www.tymco.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Kenneth J. Young President TYMCO, Inc. 225 E Industrial Blvd Waco, Texas 76705 kenneth.young@tymco.com 254-799-5546	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bryan J. Young Marketing and Sales TYMCO, Inc. 225 E Industrial Blvd Waco, Texas 76705 bryan.young@tymco.com 254-799-5546	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bobby L. Johnson Vice President, Marketing TYMCO, Inc. 225 E Industrial Blvd Waco, Texas 76705 bobby.johnson@tymco.com 254-799-5546 Kaye Morgan Sales / Production Coordinator TYMCO, Inc. 225 E Industrial Blvd Waco, Texas 76705 kaye.morgan@tymco.com 254-799-5546	*

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

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>TYMCO's Roots and History has been built with over 60 years of sweeping innovation. TYMCO®, a family-owned and day-to-day managed company, dominates a market traditionally controlled by much larger corporations. TYMCO invented, patented, first introduced and perfected the Regenerative Air System, the technology that powers TYMCO Regenerative Air Sweepers. This technology is the standard by which all air sweepers are measured today. In fact, any other sweeper manufacturer that builds a Regenerative Air Sweeper is utilizing the base Regenerative Air technology concept that TYMCO originally invented. By inventing Regenerative Air, TYMCO helped expand the street sweeping industry, allowing TYMCO as well as other companies to contribute to the overall industry.</p> <p>The TYMCO business philosophy is to deliver solutions by developing products that help make a customer's life easier and more productive with a smaller overall environmental footprint. In addition, since TYMCO is family-owned and operated company, TYMCO prides itself on its commitment to employees by prioritizing the importance of family while maintaining a high level of trust and integrity with customers. Customers truly want to do business with companies that work hard to always do the right thing. This trust can only be built after many years of delivering consistent, reliable products and service. By approaching business with these core values, TYMCO delivers an experience to customers, dealers and suppliers alike that is very much a feeling of partnership - which we know has delivered success.</p> <p>The positive environmental impact of clean streets continues to create interest in air sweeping. TYMCO, with its unique ability to pick up the fine dust particles and retain them in the hopper, is the air sweeper of choice. Our Research and Development department continues to explore new design features to make TYMCO the most productive sweeper built. The success of our Regenerative Air technology, Alternative Fuel Powered and Dustless models, multipurpose airport models and options, along with California South Coast AQMD Rule 1186 PM10 dust certification and Environmental Technology Verification (ETV) is proof positive that meeting our customer's needs is and always will be the backbone and success of TYMCO.</p> <p>The first air sweeper was actually developed to meet a need in the road construction industry by the late Mr. B.W. Young of Young Brothers Construction Company of Waco, Texas. A self-educated road contractor, he developed numerous pieces of equipment for the road construction industry. His patented Regenerative Air Street Sweeper was developed in response to the demands of yet another of his inventions — a truck mounted process of resealing asphalt roads with a layer of emulsified asphalt and sand called "Slurry Seal". "Slurry Seal", which seals and repairs broken pavement and restores the appearance of old asphalt, requires a clean surface to effectively bond with the existing asphalt. Mechanical broom sweepers, which swept the dirt and debris into cracks in the roadway thus preventing the sealing process were costly to maintain and not effective in totally cleaning the road surface.</p> <p>Mr. Young's revolutionary concept started with the idea to use a large portable air compressor to blast the roadway surface clean. Since the surface had to remain clean after being blasted with air, Mr. Young developed the idea of a Regenerative Air System that captured the dirt and debris in a hopper and reused only centrifugally cleaned air to restart the closed loop Regenerative Air sweeping cycle.</p> <p>Mr. Young's excitement grew with the success of his Regenerative Air System. Realizing the positive environmental effect of Regenerative Air Sweeping, Mr. Young envisioned multiple applications for improving the existing technology of cleaning streets and paved areas. His vision changed the sweeper market forever.</p> <p>In the late 1960s, the three Young brothers split up to form three separate companies. Mr. F.M. Young retained the family construction business, Mr. R.T. Young formed Slurry Seal International and Mr. B.W. Young incorporated and federally registered TYMCO — The Young Manufacturing Company.</p> <p>The TYMCO Regenerative Air Sweeper quickly set a new standard for sweepers in cleaning streets, roads and runways. In the early years of market development, TYMCO sweepers were sold by salespeople who simply traveled around the country demonstrating them on city streets and on large parking lots for curious contractors and public officials looking for a sweeper with better environmental performance and less downtime.</p> <p>When the need for a smaller sweeper became evident, Mr. Young developed the parking lot size TYMCO Model 300®. Within the first two years of its introduction, it became the most accepted parking lot sweeper on the market. Later, the Model 210® was developed and it was the first TYMCO to feature a hydraulically operated</p>

high dump with enough reach for dumping into garbage dumpsters, reducing dump time and increasing productivity.

TYMCO has continued to expand and perfect the Regenerative Air Sweeper. Numerous patents and product improvements have been developed by TYMCO engineering over the past 60 years, adapting to the everchanging needs for street sweeping. Today, our Models range from the powerful street cleaning 600®, dustless DST-6®, high speed airport runway HSP®, high-dumping 500x®, mid-sized 435®, dustless DST-4® and parking lot 210® and 210h®. Each model can be equipped with an array of options to meet each customer's unique sweeping applications and requirements.

From those small beginnings, TYMCO now has an international network of dealers with primary focus on the United States and Canada. TYMCO employs more than 170 people in a state-of-the-art, 150,000+ square foot manufacturing facility in Waco, Texas. By continuously upgrading our manufacturing process with the latest technology, TYMCO maximizes output while minimizing overhead, which translates to economically priced equipment.

Over the past 60 years, TYMCO has operated as a family-owned and managed business. When Mr. Young passed away in June 1973, Mrs. Sophie Young, his wife, assumed leadership of TYMCO with her sons, Kenneth and Gary, for many years. In 2016, Mrs. Sophie Young passed away, but her legacy of leadership and love for the TYMCO family continues. Today, sons Kenneth and Gary Young (B.W.'s sons) along with their sons (B.W.'s grandsons), Bryan, Clayton, Jason, and Jonathan Young continue B.W. Young's original vision of developing and producing quality equipment which cleans and improves our environment through simple efficient design. This family approach has enabled TYMCO to dominate the Regenerative Air Street Sweeper market.

Please see supplied attached PowerPoint "The TYMCO Story" for an interactive supplement to the above. "The TYMCO Story" is also available in PDF as an alternate file format.

12	What are your company's expectations in the event of an award?	<p>As a Sourcwell contract holder since 2018, TYMCO has taken every opportunity to offer governmental agencies the choice of using Sourcwell to purchase their new sweeper. We have promoted both TYMCO Sweepers and Sourcwell when offering our products to governmental customers because the two big questions these customers ask when purchasing is "What do we need to buy?" and "How are we going to buy it?". Because of Sourcwell's comprehensive and trusted RFP process, Sourcwell Participating Entities can be assured that the process is compliant with government purchasing standards. A Sourcwell contract satisfies the need for a competitive bid, therefore allowing independent agencies to utilize a contract for a product that has already been competitively bid, saving time and money by simplifying the procurement process.</p> <p>TYMCO is very excited about this opportunity to continue offering our unique, specialized product line to all agencies that are members of the Sourcwell cooperative purchasing program. From TYMCO's perspective, a contract award from Sourcwell is very important to multiple stakeholders: Sourcwell Participating Entities, TYMCO Dealers and TYMCO.</p> <p>TYMCO and TYMCO Dealers have a vested interest in a Sourcwell contract award because we know how beneficial having our products listed on a Sourcwell contract can be for our government customers. The cooperative purchasing process helps streamline the entire process of putting together specifications for a sweeper to meet a customer's need all the way through the actual purchase order being issued. Our dealers already promote the availability of the TYMCO product on Sourcwell, but we always take opportunities for additional training for our internal marketing and sales teams as well as our Dealer sales representatives on the importance of discussing the purchasing process with customers when promoting TYMCO. In the event of an award, we intend to continue this training with in-person visits as well as web conferences and phone calls to reinforce the importance of "How are we going to buy it?" when a customer is choosing a solution.</p> <p>Most importantly, we feel that the key stakeholder is the Sourcwell Participating Entities. Government agencies are being asked to do more with less every day and one of the biggest attractions for them to use Sourcwell is the ability to choose from several industry-leading suppliers that have already offered their product offering through a trusted, competitively bid process. Our experience has shown that Sourcwell's substantial number of participating entities would prefer to use the Sourcwell purchasing cooperative over traditional methods of procurement or even similar regional or national purchasing cooperatives.</p> <p>We can say confidently, if TYMCO receives an award from Sourcwell, we look forward to continuing all of the work we have already started with Sourcwell over the last 7 years as well as the many opportunities of future business that would be gained by continuing to promote TYMCO Sweepers using Sourcwell. To help get the new opportunities started, we would promote our award using internal communications with TYMCO employees and our Dealer Network as well as publicly announce the award on our website, social media, advertising, trade shows, etc. We would also train our dealers to fully understand the value of Sourcwell for them and participating entities as well as how to promote Sourcwell and the availability of TYMCO on the Sourcwell contract in their local markets. This training of TYMCO sales representatives and dealers would include having in-person and/or web conference training with Sourcwell Supplier Development Executive and related staff.</p>
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13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Since its beginning, TYMCO (TYMCO – The Young Manufacturing Company) has been a private, closely-held corporation owned by the Young family. Today, TYMCO is owned by Kenneth J. Young and Gary B. Young. The company's day to day operations are managed by a team consisting of Kenneth and Gary Young along with their sons, Bryan, Clayton, Jason, and Jonathan Young. As a private company, it is TYMCO's practice to keep detailed financial information confidential. We have a long-standing history in the sweeper industry with an excellent track record for fiscal responsibility to our customers, dealers and suppliers. We would also like to note that TYMCO has successfully maintained a Sourcewell contract since 2018 and provided many sweepers to the Sourcewell membership. We also have a solid reputation with many entities that we have held multiyear contracts with such as the U.S. Military, state governments, Sourcewell and other national cooperative purchasing organizations. In addition, TYMCO has been awarded several multi-year contracts with the U.S. Department of Defense. TYMCO has manufacturing facilities located in Waco, Texas with square footage over 150,000 square feet and has invested numerous times in this facility over the years. As requested, TYMCO is providing reference letters and other detailed documentation to substantiate these statements. This documentation should give Sourcewell confidence that TYMCO will continue to be a valuable asset to the overall offering that Sourcewell can provide for its membership.</p> <p>Please see attached document "Sourcewell RFP 062425 - TYMCO, Inc. - Financial Viability and Marketplace Success Documents.pdf" for more information. This is located within the "Financial Stability" upload area. We also included additional reference letters from key Dealers.</p>	*
14	What is your US market share for the Solutions that you are proposing?	TYMCO estimates that our current market share of Street Sweepers sold in the United States is greater than or equal to 65% of all sweepers using true Regenerative Air technology. TYMCO has been in business for over 60 years and as the inventor of the Regenerative Air Sweeper, continues to be the leader in this market. We have representation with our dealer network in all 50 U.S. States.	*
15	What is your Canadian market share for the Solutions that you are proposing?	TYMCO estimates that our current market share of Street Sweepers sold in Canada is greater than or equal to 50% of all sweepers using true Regenerative Air technology. We have representation with our dealer network in all Canadian provinces. Our trajectory of market share growth in Canada has been increasing due to the availability and increased acceptance of the Canoe procurement program. This partnership between Sourcewell and Canoe has had a positive impact for both Canoe participating entities and TYMCO.	*
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.	There are no current or completed bankruptcy proceedings for TYMCO, Inc.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>TYMCO is best described as a manufacturer located in Waco, Texas. At this location we have our offices, full manufacturing comprising of fabrication, welding and assembly as well as our parts warehouses. In addition, we also have training and support facilities. All employees at TYMCO support our local authorized dealers but our RSMs directly support the efforts of our dealers on a day-to-day basis.</p> <p>The TYMCO Regional Sales Managers (RSMs) live throughout the United States and have an APR (Area of Primary Responsibility). The RSMs are employees of TYMCO and work with TYMCO dealers in their APR to provide sales, marketing, service and training support to our mutual customers. TYMCO provides a high RSM to dealer ratio in order to improve the support that TYMCO gives our dealers for an exceptional customer experience. By having more RSMs, it allows the RSMs to spend more time with dealers to offer support to Sourcewell participating entities when needed.</p> <p>TYMCO dealers are independently owned and operated and have a Marketing Agreement with TYMCO to sell sweepers and OEM parts and provide service within the dealer's APR.</p> <p>Please see supplied attached PowerPoint "The TYMCO Story" for an interactive supplement to the above. "The TYMCO Story" is also available in PDF as an alternate file format.</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.	<p>TYMCO is a privately held corporation licensed to do business in the State of Texas. Specifically related to the Solutions offered in this proposal, TYMCO holds a State of Texas Motor Vehicle Dealer License. TYMCO may have to maintain other required applicable licenses in order to conduct business in specific domiciles.</p> <p>In addition, TYMCO has Marketing Agreements with our local authorized dealers that outline responsibilities for selling sweepers and parts, providing warranty coverage as well as providing service within each dealer's APR. TYMCO requires our dealers to have dealer and business licenses in their assigned territories so they can provide proper title transfer to end-user customers.</p>	*
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.	We have no "suspension or debarment" that applies to TYMCO.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>1. TYMCO Model DST-6 - Environmental Technology Verification (ETV) Certificate – ISO 14034:2016 – PM10 and PM2.5 Efficiency Performance – Renewed: March 31, 2023</p> <p>2. TYMCO Model DST-6 - Environmental Technology Verification (ETV) Certificate – ISO 14034:2016 – Operational On-Street Performance – Renewed: March 31, 2023</p> <p>3. TYMCO Model DST-4 - Environmental Technology Verification (ETV) Certificate – ISO 14034:2016 – PM10 and PM2.5 Efficiency Performance – Renewed: March 31, 2023</p> <p>4. MEOA Canada (Municipal Equipment & Operations Association (Ontario) – Technology Field Trip Sponsor 2024</p> <p>5. North American Power Sweeping Association (NAPSA) Gold Partner – 2021-2025</p> <p>6. National Pavement Expo (NPE) – Alan Curtis Industry Service Award – 2022</p> <p>For the ETV Certificates, please see supplied attached document "Sourcewell RFP 062425 - TYMCO, Inc. - TYMCO Brochures, ETV Certificates and General Specifications.pdf"</p> <p>For a video to learn more about TYMCO and ETV, please watch the YouTube video at this link: https://www.youtube.com/watch?v=ZmYHAOtQ6f4</p> <p>For photos of the Alan Curtis Award Event, please see supplied attached PowerPoint "The TYMCO Story" for an interactive supplement. "The TYMCO Story" is also available in PDF as an alternate file format.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 70% of all sweepers sold by TYMCO are to the governmental sector in the past three years.	*
22	What percentage of your sales are to the education sector in the past three years?	Approximately 1% of all sweepers sold by TYMCO are to the education sector in the past three years. We look forward to the opportunity to increase our sales to this sector using Sourcewell in the coming years.	*
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?	<p>TYMCO currently holds a cooperative purchasing contract with Sourcewell and has maintained a contract since 2018. TYMCO also holds cooperative purchasing contracts with Canoe, HGACBuy and BuyBoard. In addition, TYMCO holds a Texas State Contract and Ohio STS (State Term Schedule) contract. In keeping with our practice of holding financial information confidential, we do not provide sales volume information for these contracts.</p> <p>Additionally, TYMCO Dealers hold the following state-level contracts offering TYMCO Sweepers: Florida Sheriff's, Missouri DOT, Virginia Sheriff's, State of Kentucky, Pennsylvania COSTARS and North Carolina Sheriff's. Because these contracts are held by our local authorized dealers, we do not have access to the sales volume information for these contracts.</p>	*
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?	At this time, TYMCO does not have any Standing Offers and Supply Arrangements (SOSA), or a standing contract with GSA. However, we currently do have a GSA MVDO (Motor Vehicle Delivery Order) for several sweeper units with the U.S. Navy.	*

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 *	
Georgia Institute of Technology (Georgia Tech)	Clayton M. Patterson	(404) 894-3643	*
District of Columbia (Washington, DC)	Dr. Richard Morris	(202) 576-7858	*
City of Lafayette, IN	Dale Chumley	(765) 807-1800	*
City of Moreno Valley, CA	Joe Mattox	(951) 413-3160	

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.	TYMCO has sales coverage throughout the United States and Canada using a network of dealers. These dealers are directly supported with TYMCO's marketing and sales employees which consist of the following: Vice President - Marketing, Marketing and Sales Manager, Sales/Production Coordinator, Inside Sales Specialists, Military / International Sales Manager, Marketing and Technical Communications Specialist and (8) Regional Sales Managers (RSMs). (7) of these (8) RSMs live in the field within their territories. The Regional Sales Managers work with TYMCO dealers in their APR to provide sales and marketing support as well as product support and training to Sourcewell Participating Entities. TYMCO has a high RSM to Dealer ratio in order to deliver a better overall customer service experience. In addition, by having TYMCO staff located in the field, it allows TYMCO staff easier access to be able to drive to customer locations for in-person customer service when needed.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>TYMCO has dealer coverage throughout the United States and Canada as well as several international locations. At this time, TYMCO has (27) Dealers in the US and Canada with over (50) locations. The number of dealer sales staff (including management and salespeople) is well over (100) across all of these locations. This dealer staff is supported by the TYMCO marketing and sales staff.</p> <p>TYMCO dealers are independently owned and operated and have a Marketing Agreement with TYMCO to sell sweepers and parts and provide service and training within the dealer's APR. TYMCO dealers are full-service dealers that have capable sales, parts and service staff that are factory trained by TYMCO to be well versed in meeting the needs of Sourcewell Participating Entities.</p> <p>For more information on our Dealer Network, please see supplied attached PowerPoint "The TYMCO Story" for an interactive supplement to the above. "The TYMCO Story" is also available in PDF as an alternate file format.</p>	*
28	Service force.	TYMCO has service coverage throughout the United States and Canada using a network of dealers. These dealers are directly supported with TYMCO's service and parts employees which consist of the following: Service Manager, Warranty Administrator, Service School Instructor, Technical Service Advisors, Parts Sales and Distribution Manager, Inventory Control Manager, and (8) Regional Sales Managers (RSMs). In addition to their sales focus, TYMCO Regional Sales Managers have also been trained by the factory to work with TYMCO dealers in their APR to provide service and training support to Sourcewell Participating Entities. This may include technical support on sweepers as well as on-site operational and service training with both customers and dealers. As mentioned previously, TYMCO has a high RSM to Dealer ratio in order to deliver a better overall customer service experience which includes better overall service. In addition, TYMCO offers a 2-day Service School at no charge at the factory in Waco, Texas which is designed to educate attendees on how to properly service their sweeper. TYMCO's philosophy is to ensure that customers understand how their sweeper works and the best way to take care of it which will result in a better overall experience. We require that our dealers have their service staff be trained not only by our RSMs, but also attend the Service School in Waco, Texas.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>As the contract holder, we require that all TYMCO dealers communicate with the TYMCO Marketing Department to request a quote be worked up for all Sourcewell Members. The TYMCO dealer helps provide Sourcewell Members the appropriate solution to address their sweeping need, and this will involve a discovery period where the dealer representative will identify the best TYMCO Sweeper to meet the needs of the customer. Depending on the application and geographic location of the Sourcewell Member, there may be an array of options that will be more appropriate for one customer over another. The TYMCO dealer will communicate this to the TYMCO Marketing Department who will work up a quote based on the Sourcewell contract pricing. The TYMCO dealer will also be responsible for providing in-service for the sweeper as well as providing product support for the Sourcewell Member throughout the life of the product. Please see below for details and processes TYMCO will use in specific domiciles:</p> <p>1. United States of America - When a Sourcewell Member is ready to order a sweeper from TYMCO, our intent is for the Sourcewell Member to issue a purchase order directly to TYMCO for the product(s) they want to procure. In some domiciles and in specific circumstances, TYMCO may require that the Sourcewell Participating Entity issue the purchase order to the local authorized TYMCO dealer. TYMCO will then process the order and confirm the order back to the Sourcewell Member as well as the local TYMCO dealer to ensure that the unit being ordered is equipped how the customer would like the unit built. When the unit is complete, TYMCO will have it shipped to the local TYMCO dealer (unless otherwise specified by the local TYMCO dealer based on conversations with the Sourcewell Member). TYMCO will invoice the Sourcewell Member and TYMCO will accept payment in U.S. Dollars (USD). Upon receipt of payment, TYMCO will process the Sourcewell fee and report the sale to Sourcewell as required.</p> <p>2. Canada – When receiving an order from a Sourcewell or Canoe Participating Entity, our intent is for the Participating Entity to issue a purchase order to our local dealer for the product(s) they want to procure. Our local dealer will then issue a purchase order to TYMCO, Inc. requesting the product(s) procured by the Participating Entity. TYMCO will then process the order and confirm the order back to the local dealer to ensure that the unit being ordered is equipped how the customer would like the unit built. When the unit is complete, TYMCO will have it shipped to the local TYMCO dealer (unless otherwise specified by the local TYMCO dealer based on conversations with the Participating Entity). The local TYMCO dealer will invoice the Participating Entity and will accept payment in U.S. Dollars (USD). Upon receipt of payment, TYMCO will process the Sourcewell fee and report the sale to Sourcewell as required.</p>	*
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>TYMCO dealers are full-service dealers that provide sales of sweepers and parts as well as service of sweepers within their APR. In regard to parts, TYMCO dealers stock commonly-used parts so that there are always parts available locally for customers within the dealers' APR. The TYMCO manufacturing facility in Waco, Texas also stocks all parts in quantities so the TYMCO dealer network has access to infrequently requested parts when needed.</p> <p>For most parts, if a TYMCO dealer can place their order with TYMCO by 3 pm Central, the part will be shipped out the same day. Depending on how the TYMCO dealer and customer have decided to handle the delivery of the part, TYMCO also offers our dealers the ability to drop ship the part directly to the customer's location, saving time. With regard to service, TYMCO dealers offer service with their service staff so that customers can have their equipment worked on if required. Our dealer service staff are trained by our Regional Sales Managers as well as our Service School located in Waco, Texas. If a customer needs assistance with an issue over the phone, in most cases, the dealer service staff can assist with the issue. The TYMCO Service Manager and Training School Instructor are both available to assist dealers and customers over the phone and e-mail if they need assistance with getting a service issue resolved.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>TYMCO is willing and more than able to provide our entire product offering to all Sourcewell Participating Entities in the United States and Canada. We are willing because in our experience since 2018 in working with Sourcewell Participating Entities, we have learned about the large number of Participating Entities that are available to us to offer our product. We know that Sourcewell is a trusted agency when it comes to responsible procurement and we see ourselves as a trusted supplier when working with governmental customers. TYMCO has been in business for over 60 years and through that time, we have been fortunate to develop working relationships with successful equipment dealers as well as many governmental customers. These relationships have afforded us the opportunity to refine our overall product offering to best suit the needs of a vast number of sweeper applications in different areas of the country. This has allowed us to perfect our product offering and helps attest to our ability to provide our products and services to all Sourcewell Participating Entities.</p>	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	TYMCO has successfully provided products into Canada for over 30 years. TYMCO currently has (3) dealers in Canada located in 1) Ontario, 2) Quebec and 3) Alberta and BC. These dealers provide full coverage of Canada. To further show our increased ability and willingness, we were approved by the Canoe Procurement Program in Canada in 2024. Since we started working with Canoe, we have seen increased interest in the availability of our products. We are very excited about the potential of the partnership between Sourcewell and Canoe and look forward to continued progress with growing interest in both TYMCO Sweepers and cooperative purchasing using Canoe.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	TYMCO will be able to service all areas of the United States with Sourcewell and Canada with Canoe.	*
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.	All Sourcewell Participating Entities will have full access to all TYMCO Solutions provided in the awarded agreement.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Specific contract requirements that TYMCO may require for participating entities in Hawaii, Alaska and U.S. Territories include additional charges for coordination of delivery if required.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	TYMCO will extend terms of any awarded master agreement to nonprofit entities that are Sourcewell or Canoe participating entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>TYMCO has realized year over year growth in our Sourcewell contract adoption since we originally were awarded a contract in 2018. Because of this success, we will continue to use all strategies that have brought this success. These strategies include the following:</p> <p>1) Utilizing the TYMCO sales force and TYMCO Dealer sales force, 2) Integrated marketing communications and 3) Consistent training.</p> <p>Utilizing the TYMCO sales force and TYMCO Dealer sales force activities include: 1) Consistently reminding staff to always lead with "How is the customer going to buy?" as an opportunity to discuss purchase process with governmental entities 2) Including the "Sourcewell – Compliant – Competitive – Convenient" flyer with every Sourcewell quote that is generated 3) Encouraging the use of the Sourcewell contract by streamlining the quote process for our internal and dealer sales staff.</p> <p>Integrated marketing communications activities include: 1) Prominently displaying Sourcewell and Canoe flags and magnets at trade show booths 2) Displaying Sourcewell and Canoe logos on marketing literature 3) Outlining Sourcewell and Canoe logos and information on tymco.com, 4) Promoting Sourcewell and Canoe on social media.</p> <p>Consistent training activities include: 1) Further educate TYMCO staff and TYMCO Dealer staff by encouraging attendance at Sourcewell Universities, Sales Accelerators and Academies 2) Fully train Dealer staff at TYMCO Sales Schools on the value of cooperative purchasing and how to get the most out of the program 3) Coordinating in-person and virtual meetings with Sourcewell Supplier Development Executives to further refine TYMCO's expertise with getting the most out of our contract.</p> <p>For more information on our Marketing Plan and how TYMCO markets itself and Sourcewell, please see supplied attached PowerPoint "The TYMCO Story" for an interactive supplement to the above. "The TYMCO Story" is also available in PDF as an alternate file format.</p> <p>In addition, we have also included a PDF of select slides from "The TYMCO Story" highlighting our marketing plan / efforts as relates to promoting TYMCO products using the Sourcewell Purchasing Program. This file is called "Marketing Plan - Sourcewell RFP 062425.pdf".</p>	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>TYMCO uses technology and digital data in multiple different ways to help market the TYMCO product and brand. We are also always researching new ways that we can use new technologies to further enhance our marketing efforts. Currently, we focus on the following uses of technology in marketing at TYMCO: 1) Implementing best practices for website development 2) Implementing best practices for Search Engine Optimization (SEO) 3) Implementing best practices for UI (User Interface).</p> <p>Website development best practices include: 1) Partnering with an experienced results-driven digital marketing supplier to help fully support TYMCO's B2B Digital Marketing and Website Design efforts 2) Build a secure, comprehensive web presence that generates qualified leads for accelerated growth. This lead generation pipeline has multiple methods to help drive interested customers to requesting more information so that TYMCO can properly route the lead to the respective TYMCO RSM and Dealer for fast follow-up 3) Build a successful email marketing / social media program that helps support efforts built on the TYMCO website. We currently use marketing automation tools to send out email marketing campaigns. In addition, we utilize social media for marketing communication efforts on platforms LinkedIn, Instagram, and YouTube.</p> <p>SEO best practices include: 1) Tailored SEO and Local Search Marketing efforts to help refine the ability of customers in need of Solutions from TYMCO to find what they are looking for quickly 2) Multi-stage approach to SEO including latest strategies such as Technical SEO, On-Page SEO, Content Relevance and Off-Page SEO 3) Select integration of content marketing efforts to assist both TYMCO and Sourcewell when customers are needing to purchase a sweeper. This includes a dedicated Cooperative Purchasing Landing Page highlighting Sourcewell and Sourcewell resources such as The Sourcewell Advantage YouTube video, current TYMCO contract Compliant-Competitive-Convenient Info PDF, Sourcewell Cooperative Purchasing Guide PDF, and website link to the TYMCO contract landing page on sourcewell-mn.gov.</p> <p>UI best practices include: 1) Adaptability / Upgradability to ensure website architecture is scalable as TYMCO grows 2) Unique design taking into account the TYMCO brand story, common look and feel and overall feel of the brand all while making tymco.com fully functional on a desktop/laptop, tablet or mobile device 3) Practical, functional design making it easy for customers to find information on the TYMCO company, products, Service School as well as the easy Service School online registration system and easy-to-find links to quickly Contact TYMCO, Contact a Dealer, Schedule a Demo or Request a Quote.</p> <p>We highly recommend reviewing our website at www.tymco.com to see all of the information about TYMCO, our products and our story. Our website is also highly educational, helping support the overall industry as relates to learning more about sweeper technologies and the benefits of sweeping and maintaining clean streets in our communities. The Environment section also contains detailed environmental impact information, including academic, peer-reviewed studies highlighting the importance of truly cleaning streets which improves air and water quality in our environment.</p> <p>For more information on our Marketing Plan and how TYMCO markets itself and Sourcewell, please see supplied attached PowerPoint "The TYMCO Story" for an interactive supplement to the above. "The TYMCO Story" is also available in PDF as an alternate file format.</p> <p>In addition, we have also included a PDF of select slides from "The TYMCO Story" highlighting our marketing plan / efforts as relates to promoting TYMCO products using the Sourcewell Purchasing Program. This file is called "Marketing Plan - Sourcewell RFP 062425.pdf".</p>
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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>In our view, Sourcewell's role in promoting agreements arising out of this RFP include the following: 1) Promote all upcoming and awarded contracts for each RFP to all Sourcewell Participating Entities 2) Outline awarded contract documentation and information on the sourcewell-mn.gov website 3) Educate / support internal TYMCO staff and Dealer staff on how to best use cooperative purchasing and the Sourcewell program 4) Provide support to Participating Entities on answering specific contract questions.</p> <p>TYMCO has realized year-over-year growth in our Sourcewell contract adoption since we originally were awarded a contract in 2018. Because of this success, we will continue to use all strategies that have brought this success with our newly awarded contract along with additional focus on improving our overall efforts. These strategies include the following: 1) Utilizing the TYMCO sales force and TYMCO Dealer sales force to emphasize the contract at all stages when interacting with Participating Entities 2) Expand our education / promotion efforts to all current and new Participating Entities that using Sourcewell is the most advantageous "best value" purchasing process available 3) Working to further promote cooperative purchasing and Sourcewell with government trade organizations such as the American Public Works Association (APWA), FleetPros and American Association of Airport Executives (AAAE) 4) Implement educational resources provided by the National Institute of Government Purchasing (NIGP) into the TYMCO sales process to further leverage best value concepts 5) Further streamline internal processes at TYMCO to make using the Sourcewell contract the easiest way to do business with government – e.g. generating a quote, processing an order, etc. 6) Further incentivize TYMCO RSMs and Dealer staff to promote the Sourcewell contract to Participating Entities when choosing a purchasing vehicle for a new sweeper.</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.	At this time, TYMCO solutions are currently not available through an e-procurement ordering process. Every sweeper that TYMCO manufactures is a custom-built unit with many different options that help with different applications. We have found that our products are best equipped when a Sourcewell Participating Entity goes through a discovery period with a local authorized dealer to identify the best equipped solution to meet their needs.	*

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

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>See below items:</p> <p>1. Every TYMCO Sweeper comes standard with (1) Operator's Manual and (1) Parts and Service Manual in printed format. These manuals are also provided to the customer in a searchable PDF on a USB flash drive upon delivery. These manuals provide training information on how to operate and properly service a TYMCO Sweeper. The Parts and Service manuals are custom-built per sweeper allowing for a more concise manual making it easier for each customer to find what they are looking for when reading. In addition, all manuals at TYMCO for every model year back to the 1960s are digitally stored for any customer that may need a new copy of their manual.</p> <p>2. Every TYMCO Sweeper also comes standard with (1) Training and Safety Video a USB flash drive upon delivery. This video outlines general safety topics and procedures to keep in mind for operators and service technicians when using or working on or around a TYMCO Sweeper. Some of the topics covered in the video are as follows: Operator Safety, How the Regenerative Air System works, Troubleshooting the Sweeper, Pre-Sweep Checks, Sweeper Operation, and Cleanout and Shutdown Procedures.</p> <p>3. Since the mid-1980s, TYMCO has offered a maintenance Service School in Waco, Texas at the TYMCO manufacturing facilities originally started to meet a need by the U.S. Air Force to train mechanics and operators using TYMCO Sweepers at various installations throughout the world. TYMCO has remained an industry leader by offering 25 or more scheduled two-day comprehensive service and operator training schools each year for TYMCO Regenerative Air Sweepers in a modern, state-of-the-art, climate controlled, 3,500 square foot facility. This facility is equipped with classroom seating, advanced A/V for enhanced education on components and systems as well as a live, fully-functioning sweeper for hands-on training. The facility has also been recently upgraded with professional A/V equipment to allow for virtual training on an as-needed basis. The United States Military, state and city governments, as well as private contractors have sent more than 10,000 students to the full time, fully equipped school to better maintain and operate their TYMCO sweepers. TYMCO provides this as a service to current TYMCO customers at NO CHARGE. We have noticed in our registration system that many Sourcewell Participating Entities are already utilizing the TYMCO Service School.</p> <p>At the TYMCO Service School, attendees will learn how to properly clean a sweeper, inspect sweeper components, inspect and replace blower wheel components, and adjust and replace pick-up head components. The Service School will also review troubleshooting and maintaining hydraulic, gutter broom, water system, and electrical components, as well utilizing the TYMCO BlueLogic® Control System which is the TYMCO electronic control and on-board diagnostic system. The class is designed for both operators and mechanics who sweep in</p>

all applications including streets, industrial, airport, construction, and seasonal, such as leaf season or spring cleanup. TYMCO also offers an additional half-day course for customers with DST (Dustless Sweeping Technology) models.

The TYMCO Service School instructor has over 40 years of experience with TYMCO, operating and maintaining TYMCO Sweepers as well as teaching the Service School throughout his tenure. Class sizes are kept at around 15 attendees to allow for more hands-on time during the course. TYMCO Service School is held in Waco, Texas at the TYMCO manufacturing facility and is provided at no charge to current TYMCO customers. As long as the customer owns a TYMCO Sweeper, they are more than welcome to send as many attendees that they feel is necessary to the Service School. TYMCO also provides lunch during Service School as well as transportation to and from the TYMCO approved hotel with a negotiated rate. Additional information and class registration is available on tymco.com, by clicking on the Service School link.

4. The local authorized TYMCO dealer also provides initial in-service training when a new sweeper is delivered to the Sourcewell Participating Entity's location. For more extensive training, training multiple staff members, or if the Sourcewell Participating Entity's location requires overnight stays by the local TYMCO dealer, then additional charges may apply. When available, the TYMCO Regional Sales Manager will also be in attendance during the sweeper in-service training to provide additional resources to the customers when learning about their new sweeper. This in-service training is focused primarily on operational training, but will also include reviewing maintenance items as well. The goal of the in-service training is for TYMCO and the local Dealer to ensure that the sweeper registration is properly completed, warranty is started, operator(s) are introduced and trained on sweeper functionality and service technicians are familiar with routine maintenance items. TYMCO also wants to ensure that the customer is comfortable with their new purchase and who to call for any support needed when using their new sweeper.

5. In addition, upon request, TYMCO Regional Sales Manager will coordinate with the local authorized Dealers to provide regional follow-up one-day training schools at Dealer locations to reinforce proper operation and maintenance practices on an ongoing basis. This effort is performed to further support TYMCO's philosophy of customer service over the life of the machine. We feel that the more a customer understands how their sweeper works and the best way to take care of it, then they will be more satisfied with their machine.

For more detailed information on the above, specifically the TYMCO Service School, please see supplied attached PowerPoint "The TYMCO Story" for an interactive supplement. "The TYMCO Story" is also available in PDF as an alternate file format.

42	Describe any technological advances that your proposed Solutions offer.	<p>The sweeper industry recognizes three types of sweeper technologies – Mechanical Broom, Pure Vacuum and the newest technology, Regenerative Air. As the inventor of Regenerative Air, TYMCO chooses to focus on developing and expanding new applications for the Regenerative Air technology. TYMCO has chosen to focus on Regenerative Air because it is the newest sweeper technology and has been proven to deliver the most environmentally responsible method to clean / sweep because of its inherent ability to remove and retain more of the fine particulates that are found on paved surfaces. Two examples of application expansion using Regenerative Air is the development of the TYMCO-patented Model HSP (High Speed Performance) and TYMCO-patented DST (Dustless Sweeping Technology) Models.</p> <p>The HSP was developed out of MIL-C-29195(YD) spec requirement by the US Navy to sweep aviation runways without brooms up to 15 mph. TYMCO successfully modified and refined the Regenerative Air technology to be able to meet the needs of the Navy. Today, the HSP is purchased not only by the US Military, but also many large airport systems throughout the United States and Canada to quickly and effectively clean runways from Foreign Object Debris (FOD). FOD removal is critical to the successful operation of all airports today. In fact, the FAA has published an Advisory Circular that outlines a high speed sweeper test which the Model HSP can meet.</p> <p>Dustless Sweeping Technology was developed out of a need to sweep ultrafine dust without the use of water for dust control. Once again, TYMCO further developed the Regenerative Air technology to bring to market and create a new category of sweepers defined as “high efficiency”. This technology has been used to created two additional models of sweepers – the Model DST-6 and the Model DST-4. These products have shown to be successful for many governmental entities including cities, counties, airports and port authorities. If an agency has a need to sweep with little to no water (because the material will not tolerate water being added) or if they are sweeping in below freezing conditions (because traditional water systems used for dust control can freeze), then these agencies have found success using TYMCO DST Sweepers. This is an advantage to agencies sweeping in cold weather climates because they can expand their sweeping season into cold weather. This has been successful in cold weather states and Canada. TYMCO feels that Dustless Sweeping Technology is defining the future of what is possible with air sweeping.</p> <p>BlueLogic® is the TYMCO sweeper multiplex electronics system that controls sweeper functions as well as provides On-Board Diagnostics (OBD). The full color touch screen BlueLogic Display provides valuable information including: hour meters, operational messages, service reminders, event logs and sweeper statistics such as fuel usage, water usage, and sweeping mileage. BlueLogic provides valuable actionable information to operators, maintenance personnel, and supervisors alike. TYMCO developed this level of technology in order to provide more usable metrics for the management of sweeper operations to use less fuel, reduce water usage and improve their overall sweeping process.</p> <p>ASA (Auto Sweep Assist) was recently introduced into the TYMCO product offering. ASA fully utilizes the BlueLogic system to enhance operator safety, efficiency, and productivity. With ASA the operator has one-button control over six fully programmable sweeping modes – each one controlling up to a dozen different sweeping functions. With one touch an operator can switch from one mode to another based on current sweeping conditions. This facilitates a safer and more productive operating environment for the operator. This innovative semi-automated sweeper control system is most advanced offering in the air sweeper market today.</p> <p>TYMCO also recently introduced our CurbView Camera System across all models in our product line. CurbView provides an alternative to traditional dual steering systems for enhanced visibility of the gutter broom. By utilizing a strategically placed high-definition camera with infrared capability for low light environments, CurbView gives the operator a clear view of the gutter broom and the curblane ahead of the sweeper. CurbView gives customers a unique, reliable enhancement to sweeping visibility while reducing costs and simplifying the sweeper offering.</p> <p>For more information on our technological advances, please see supplied attached PowerPoint “The TYMCO Story” for an interactive supplement to the above. “The TYMCO Story” is also available in PDF as an alternate file format.</p>
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43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>The TYMCO Regenerative Air System by its nature has always been a green initiative. As compared to other sweeper technologies available today, it has been consistently proven to be the cleanest way to sweep paved surfaces. This includes many different metrics such as material removal efficiency, ambient air quality after sweeping, and effective stormwater runoff quality. These claims have been verified by multiple different research agencies, governmental agencies and published documentation. There are resources outlined on tymco.com which substantiate these facts. TYMCO has a substantial Environmental section on the website where environmental studies and articles are listed for review by the public. The website link is www.tymco.com/environment.</p> <p>With the ever growing need to address environmental concerns and to meet Federal, State and Municipal air quality requirements, there has been an increasing demand for fleets to add more low emission alternative-fuel vehicles (AFVs). TYMCO has been manufacturing alternative fuel sweepers since 1984. We currently offer dedicated CNG (Compressed Natural Gas) on the Model 600 and Model 500x, allowing both the sweeper and the chassis engines to operate on CNG, making them California South Coast Air Quality Management District (SCAQMD) Rule 1186.1 compliant. TYMCO has recently engineered and developed gasoline-powered Model 435 and Model 210 sweepers that give customers an alternative to diesel-powered equipment. This is a benefit to Participating Entities in states with more stringent environmental regulations.</p> <p>TYMCO Dustless Sweeping Technology was developed in the mid-1980s to address a need for sweeping applications where using water for dust suppression is not practical, such as sweeping dry cement, lead dust, coal coke dust, or sweeping in freezing conditions, and as a way to mitigate Particulate Matter (PM10 and PM2.5) dust emissions. The TYMCO Model DST-6 and Model DST-4 control and trap PM10 and PM2.5 with the use of filters with a Minimum Efficiency Reporting Value (MERV) 16 Rating, meaning they are able to capture a minimum of 95% of 0.30 micron and larger size particles. For reference, a piece of fine sand from a beach is approximately 90 microns, meaning that the dust captured is about 300 times smaller than beach sand.</p> <p>For more information on our green initiatives, please see supplied attached PowerPoint "The TYMCO Story" for an interactive supplement to the above. "The TYMCO Story" is also available in PDF as an alternate file format. Our website is also highly educational, helping support the overall industry as relates to learning more about sweeper technologies and the benefits of sweeping and maintaining clean streets in our communities. The Environment section also contains detailed environmental impact information, including academic, peer-reviewed studies highlighting the importance of truly cleaning streets which improves air and water quality in our environment. This section can be found at www.tymco.com/environment.</p>
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44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>See below as related to Solutions:</p> <ol style="list-style-type: none"> 1. TYMCO Model 600 CNG <ol style="list-style-type: none"> a. Model 600 street sweeper operating on fully dedicated CNG (Compressed Natural Gas) – both the truck chassis and the sweeper engines use CNG. b. Both CNG engines hold US EPA Letters of Conformity and CARB Certificates approving emissions standard compliance. c. Sweeper is California South Coast Air Quality Management District (SCAQMD) Rule 1186.1 compliant 2. TYMCO Model 500x CNG <ol style="list-style-type: none"> a. Model 500x high side dump street sweeper operating on fully dedicated CNG (Compressed Natural Gas) – both the truck chassis and the sweeper engines use CNG. b. Both CNG engines hold US EPA Letters of Conformity and CARB Certificates approving emissions standard compliance. c. Sweeper is California South Coast Air Quality Management District (SCAQMD) Rule 1186.1 compliant 3. TYMCO Sweepers are California South Coast Air Quality Management District (SCAQMD) Rule 1186 compliant. <ol style="list-style-type: none"> a. The purpose of this rule is to reduce the amount of particulate matter entrained in the ambient air as a result of vehicular travel on paved and unpaved public roads. 4. TYMCO Model DST-6 – The below mentioned Certificates have been uploaded with our submission. <ol style="list-style-type: none"> a. TYMCO Model DST-6 - Environmental Technology Verification (ETV) Certificate – ISO 14034:2016 – PM10 and PM2.5 Efficiency Performance – Renewed: March 31, 2023 b. TYMCO Model DST-6 - Environmental Technology Verification (ETV) Certificate – ISO 14034:2016 – Operational On-Street Performance – Renewed: March 31, 2023 5. TYMCO Model DST-4 - The below mentioned Certificate has been uploaded with our submission. <ol style="list-style-type: none"> a. TYMCO Model DST-4 - Environmental Technology Verification (ETV) Certificate – ISO 14034:2016 – PM10 and PM2.5 Efficiency Performance – Renewed: March 31, 2023 <p>See below as related to TYMCO:</p> <ol style="list-style-type: none"> 1. Compressed Natural Gas (CNG) Filling Station - TYMCO has invested in an on-site CNG fueling station for operational testing of manufactured products located at our manufacturing facility. 2. Battery Electric Vehicle (BEV) Infrastructure – TYMCO has installed infrastructure to add a BEV Charging Station at their manufacturing facility in Waco, Texas to best prepare for the future. <p>For the ETV Certificates, please see supplied attached document "Sourcewell RFP 062425 - TYMCO, Inc. - TYMCO Brochures, ETV Certificates and General Specifications.pdf"</p> <p>For a video to learn more about TYMCO and ETV, please watch the YouTube video at this link: https://www.youtube.com/watch?v=ZmYHAOtQ6f4</p>
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45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>TYMCO provides Regenerative Air Sweepers from the people who invented Regenerative Air which is the newest sweeping technology available. TYMCO offers the best in Regenerative Air technology since we originated the concept over 60 years ago. The industry has acknowledged that using a Regenerative Air Sweeper is the most environmentally responsible way to sweep paved surfaces because of its inherent ability to remove and contain the fine material that can get lodged in the cracks and crevices.</p> <ol style="list-style-type: none"> 1. Regenerative Air Sweepers are designed to offer a low total cost of ownership. The industry acknowledges that Regenerative Air Sweepers have a low overall cost of ownership because of reduced maintenance required on Regenerative Air style machines. 2. High Speed Runway Sweeper - The Model HSP (High Speed Performance) Sweeper is a Regenerative Air Sweeper with a patented pick-up head designed to remove 100 % FOD from an airport runway at up to 15 mph. 3. Alternative Fuel Experience - TYMCO has been manufacturing alternative fuel sweepers since 1984. Today, TYMCO offers (2) of our most popular style sweeper models, the Model 600 and the Model 500x, with Compressed Natural Gas (CNG) powered engines as an alternative to diesel fuel. 4. Patented Dustless Sweepers - We also have (2) specialty models, the Model DST-6 and Model DST-4 which are Regenerative Air Sweepers that are equipped with TYMCO-patented Dustless Sweeping Technology. This technology provides advanced dust control to capture even the smallest ultrafine material measured in microns. 5. Product Support - TYMCO has over (50) dealer locations throughout the United States and several internationally with service technicians on-site who can provide customers the service and support they need. TYMCO also has Service staff available in Waco, Texas that can assist with troubleshooting issues over the phone or e-mail. 6. Service School - TYMCO has remained an industry leader by offering 25 or more scheduled two-day comprehensive service and operator training schools each year for TYMCO Regenerative Air Sweepers in a dedicated modern, climate controlled, 3,500 square foot facility. This scheduled school has been offered for more than 40 years. The United States Air Force, state and city governments, and airports have sent more than 10,000 students to the full time, fully equipped school to better maintain and operate their TYMCO sweepers. The Service School is available to both TYMCO Dealers as well as end-user customers. 7. TYMCO Test Track and Wash Facility - This is the newest addition to the TYMCO Manufacturing Facility. On-site next to the factory is a 9-acre test track and wash facility designed by TYMCO. This is an industry-first facility designed to test every sweeper that is manufactured at TYMCO as well as provide a secure paved area where customers, dealers and employees can operate sweepers in a controlled environment whether the need is for research and development, quality control operations, operator training or customer demonstration. The test track is also used for running airport runway sweeper test validation such as for the FAA (Federal Aviation Administration) Sweeper Performance Test. The wash facility was designed by TYMCO engineers in conjunction with a high profile civil engineering firm as a sweeper friendly area to wash sweepers effectively, quickly and with full environmental compliance. Sweeper washing is the most important daily maintenance activity on a sweeper and this real-life facility helps demonstrate the best way to wash a sweeper. <p>Please see supplied attached PowerPoint "The TYMCO Story" for an interactive supplement to the above. "The TYMCO Story" is also available in PDF as an alternate file format.</p>
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46	Describe in detail warranties offered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	<p>All TYMCO Sweepers have three separate warranty classifications that cover parts and labor. There is one warranty provided by TYMCO for the TYMCO Sweeper, there are multiple warranties for the truck chassis provided by the truck manufacturer (e.g., International or Freightliner) and there is one warranty on the auxiliary engine provided by the auxiliary engine manufacturer (e.g., John Deere or Kubota). The TYMCO Model 210h is a single engine parking lot sweeper and does not have an auxiliary engine, therefore there is no warranty required for the auxiliary engine component.</p> <p>1. TYMCO Sweeper – The warranty is provided by TYMCO through our dealer network. The TYMCO Sweeper warranty is 12 months / 1000 hours.</p> <p>2. Truck Chassis – This classification has multiple warranties. Some warranties are provided by the chassis manufacturer through their dealer network. Some major components on the truck chassis such as the engine and transmission have warranties provided by their authorized service centers (e.g., Cummins engines and Allison transmissions). Chassis warranties are provided by each specific chassis manufacturer. As an additional value add, TYMCO includes specific extended warranties for chassis engines and aftertreatments with some chassis offerings. Additional extended warranties are available as requested.</p> <p>3. Auxiliary Engine – The warranty is provided by the engine manufacturer through their dealer network. As an additional value add, TYMCO purchases an extended warranty for all sweepers equipped with John Deere auxiliary engines. This extended warranty extends the warranty from the standard 2 years / 2000 hours to a total of 5 years / 5000 hours. Sweepers equipped with Kubota auxiliary engines have a standard 2 year / 2000 hour warranty.</p> <p>Standard warranty coverage included may not cover technician travel and may not include some geographic regions covered by this contract. Each warranty claim will be reviewed on a case-by-case basis to consider these parameters when a claim is made. TYMCO works to ensure that all warranties are handled to our customer's satisfaction.</p> <p>For the standard TYMCO Warranty Statement, please see "Sourcewell RFP 062425 - TYMCO, Inc. - TYMCO Regenerative Air Sweeper Warranty Statement.pdf" included with the "Standard Transaction Document Samples" attachment.</p>	*
47	Describe any limitations, restrictions, or other factors that adversely affect warranty coverage, including any coverage for items made by other manufacturers such as chassis.	<p>There are no usage restrictions or limitations beyond the standard stated warranty for the TYMCO Sweeper, Truck Chassis or Auxiliary Engine. All of the chassis and auxiliary engines used by TYMCO are approved for a sweeper application. Each individual warranty has stated exceptions for situations that would be considered negligence, but the warranties provided for the TYMCO Sweeper, Truck Chassis and Auxiliary Engine are designed to cover normal use of these components within a sweeper application.</p> <p>As noted above, all items included with the TYMCO Sweeper are covered by TYMCO and the authorized dealer network with the exception of the truck chassis and auxiliary engine. The truck chassis is covered by the chassis original equipment manufacturer (OEM) and the auxiliary engine is covered by the auxiliary engine OEM. In keeping with our goals to provide excellent customer service, our Service Manager will assist with any potential warranty issues with chassis or auxiliary engines in order to help participating entities with their needs.</p>	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	We have uploaded a letter from Joe Fulbright, the TYMCO Military and International Sales Manager, outlining our current Small Business Entity (SBE) status. Please see attached letter "Sourcewell RFP 062425 - TYMCO, Inc. - WMBE-MBE-SBE - RFP Line Item #48 - SBE Letter.pdf"	*
49		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
50		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
51		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
52		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
54		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have uploaded a letter from Joe Fulbright, the TYMCO Military and International Sales Manager, outlining our current Small Business Entity (SBE) status. Please see attached letter "Sourcewell RFP 062425 - TYMCO, Inc. - WMBE-MBE-SBE - RFP Line Item #48 - SBE Letter.pdf"	*
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
56		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*

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.	TYMCO's payment terms are net 30 unless otherwise noted on the Sourcewell quote from TYMCO to the Sourcewell member. Acceptable payment methods are check, ACH and wire transfer.	*

58	Describe any leasing or financing options available for use by educational or governmental entities.	<p>TYMCO Lease Purchase Program: In an effort to increase the amount of options that a potential customer can utilize to purchase a TYMCO Regenerative Air Street Sweeper, TYMCO is pleased to provide an in-house Municipal Lease Purchase Program to eligible entities. These entities include, but are not limited to State Governments, Villages, State Agencies, Airports (Municipal), County Governments, Sanitation Districts, Municipalities, Townships, State-Funded Universities & Schools, Public, Tax Supported Institutions as well as any entity department or division previously listed.</p> <p>This lease-to-own program allows buyers to reduce strain on cash flows, utilize competitive, tax-exempt interest rates and reduce administrative overhead by working directly with TYMCO, the manufacturer, to finance their purchase. Quotes for municipal leases are quickly generated upon request by TYMCO's Municipal Leasing Department and provided to the buyer for informed decision making.</p> <p>In addition, TYMCO and TYMCO Dealers also work with other 3rd party banks or leasing companies such as NCL Government Capital in order to find the best fit to help the Sourcewell Participating Entity purchase their new sweeper.</p>	*
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.	<p>The only "standard" transaction document that we have used with Sourcewell purchases has been our "Sourcewell Quote Form". This is a custom quote form that outlines all of the required information that a Sourcewell Participating Entity would need in order for them to know what they are being quoted. This includes but is not limited to who the quote is addressed to, complete list of standard equipment with each sweeper model, listing of all optional equipment elected by the customer, pricing of each line item being quoted, and the terms of the quote. We have provided a sample of the Sourcewell quote form that we have been using for quoting Sourcewell Participating Entities on our current contract. Please note that this quote form displays the "Sourcewell Awarded Contract" logo that has been customized for TYMCO's current contract. In addition, TYMCO also provides a co-branded Sourcewell Information Flyer with every quote that goes to an end-user. This has also been uploaded for review in Adobe PDF.</p> <p>Please see attached document "Sourcewell RFP 062425 - TYMCO, Inc. - Standard Transaction Document Samples - Sample Sourcewell TYMCO Quote Form.pdf" included with the "Standard Transaction Document Samples" attachment.</p>	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Currently, we do not accept this process.	*
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>The pricing model that TYMCO is using for this RFP is in the line-item price format for Sourcewell Participating Entities. The date on the current Sourcewell Price Catalog will be effective until any price change request is made and accepted by Sourcewell during the contract term.</p> <p>Sourcewell catalog pricing for base sweeper models and options have been submitted with this RFP. The Sourcewell Price Catalog will have an effective date and each line item will have the following information: TYMCO Model, Item Number, Item Type, Item Name, Sourcewell Catalog Price, Sourcewell Published Discount and Sourcewell Participating Entity Price.</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.	TYMCO is offering a 5% discount on all Published base sweeper models and 5% on all Published sweeper options from the Sourcewell Price Catalog. TYMCO is offering all Published chassis, Published chassis options, Dealer Unpublished Options, and Total Cost of Acquisition Costs at net pricing without a discount.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Quantity / volume discounts – TYMCO and TYMCO Dealers entertain quantity / volume discounts on a case-by-case basis. TYMCO has given these quantity / volume discounts to Sourcewell Participating Entities and intend to continue offering them when applicable.</p> <p>Rebate Programs – TYMCO and TYMCO Dealers entertain rebates to Sourcewell Participating Entities when applicable on a case-by-case basis. These rebates could be in the form of a "close out" or "special purchase" discount.</p>	*

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.	<p>Sourced / Open Market / Unpublished Items that are not included in our Sourcewell Price Catalog will be quoted upon request. These items will be quoted as a separate line item and noted appropriately. These items will be clearly identified on the quote form so that the Sourcewell Participating Entity can see the pricing for these item(s).</p> <p>TYMCO is offering a 5% discount on all Unpublished sweeper options. TYMCO is also offering all Unpublished chassis, Unpublished chassis options and Dealer Unpublished Options at net pricing without a discount.</p>	*
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>Below are items that would qualify as Total Cost of Acquisition Costs that will NOT be included in the pricing submitted with TYMCO's response. These items would only be included if it applies to the quote being prepared.</p> <ol style="list-style-type: none"> 1. Shipping 2. PDI (Pre-Delivery Inspection) 3. Local Delivery 4. In-Service / Training 5. Sales Tax 6. Other Taxes 7. License Fees / Title Fees / Registration Fees 8. Performance Bonds 9. Trade Fees / Tariffs / Brokerage Fees 10. Additional Service / Warranty Programs – This would be reflected as additional services or extended warranties provided by TYMCO, the local TYMCO dealer, truck chassis dealer/manufacturer or auxiliary engine dealer/manufacturer. 11. Trade-In Units - This would be reflected as a reduction in price because TYMCO or the local TYMCO dealer would be receiving the trade-in unit as an asset as part of the transaction. 	*
66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Shipping – Unless otherwise specified by the local TYMCO dealer, shipping will be the approximate cost to ship the unit from the TYMCO manufacturing facility in Waco, Texas to the local TYMCO dealer responsible for delivering the unit to the Sourcewell Member.</p> <p>Local Delivery – Once the sweeper unit arrives at the local TYMCO dealer, there is additional cost that may be incurred to deliver the unit to the Sourcewell Member depending on the member's location in relationship to the local TYMCO dealer.</p>	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Alaska – TYMCO works with our local dealer in Alaska to coordinate shipping and delivery to end-user customers. The local dealer will direct TYMCO on timelines for when the truck will be in Waco to pick-up the sweeper as well as work with any brokers that are needed during the transportation process.</p> <p>Hawaii – TYMCO works with our local dealer in Hawaii to coordinate shipping and delivery to end-user customers. The local dealer will direct TYMCO on timelines for when the truck will be in Waco to pick-up the sweeper as well as work with any brokers that are needed during the transportation process.</p> <p>Canada – TYMCO works with our local dealers in Canada to coordinate shipping and delivery to end-user customers. The local dealer will direct TYMCO on timelines for when the truck will be in Waco to pick-up the sweeper as well as work with any brokers that are needed during the transportation process.</p> <p>Offshore – Depending on the location, and this process might vary, but TYMCO typically coordinates the shipping and delivery of units to offshore locations or will work closely with our local dealer responsible for delivery / installation of the unit to coordinate all shipping and transportation logistics to get the units to their final destination.</p>	*

68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>If there are any unique delivery methods or options that will be required by a Sourcewell Member during the duration of this contract, TYMCO will ensure that TYMCO, the local TYMCO dealer and the Sourcewell Member agree and understand why a unique delivery method or option would be of benefit to the Sourcewell Member if the process differs from the standard delivery process.</p> <p>In addition, and as a standard practice, the TYMCO Dealers have select stock units at their locations that are available for sale and can be offered using the Sourcewell contract. TYMCO also has limited stock units available for special needs that can also be offered to Sourcewell Participating Entities. This availability of ready-to-ship stock units provides an additional method for quick deliveries.</p>	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>We have successfully built a process to follow the requirements of maintaining the Sourcewell contract that has allowed TYMCO to maintain good standing with Sourcewell.</p> <p>Our process is as follows: TYMCO will outline the process that we would like for the dealer network to follow which includes requesting that all quotes be generated by TYMCO to ensure that we are meeting the standards put forth by Sourcewell as well as that pricing is delivered in accordance with our bid submission. One of the ways we maintain control over the Sourcewell quoting process and keep in compliance with our bid submission is to generate all quotes on the contract on behalf of our Dealers. TYMCO has built Sourcewell specific quote forms that are designed to properly outline all customer quote information, standard equipment listing, optional equipment selected, and calculates the correct Sourcewell price to be presented to the Participating Entity. These forms will also calculate the correct Sourcewell fee as bid in our contract.</p> <p>Once TYMCO is funded for a sweeper purchase, the purchase will be added to the quarterly Sourcewell report that is remitted on a timely schedule. Once the quarterly report is completed, TYMCO will proceed with remitting all Sourcewell fees incurred on the report on a timely basis to Sourcewell. This is the process that we are currently using with Sourcewell. This tight control also helps us maintain trust with our dealers, customers and Sourcewell throughout this process.</p>	*
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>Internal metrics that will be tracked include but are not limited to:</p> <ol style="list-style-type: none"> 1. Evaluating sales reports to see what percentage of sweeper orders are coming from Sourcewell Members versus other types of purchasing. These sales reports are generated monthly or can be generated more frequently if required. The goal would be to see this number increase versus traditional purchasing methods. 2. Evaluating sales reports showing time elapsed since a quote was generated until an order is placed. This is important because cooperative purchasing allows governmental entities to expedite their purchasing process by using a program with suppliers that have already been awarded contracts under a competitive bid process. The goal would be to see the time elapsed close faster than it does under traditional purchasing methods. 3. Evaluating sales volume to see if there is an increase in overall sales with the availability of the newly awarded contract. 4. Monitoring quote requests from local dealers to see if there is an increased interest for Sourcewell quotes versus other traditional quotes. 	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	<p>TYMCO will be paying a 2% administration fee to Sourcewell. TYMCO will calculate the total fee to be paid to Sourcewell as follows: 2% of the base sweeper model price + all sweeper options purchased by the Sourcewell Participating Entity. This calculation will exclude any chassis, chassis options, Dealer Unpublished Options and "Total Cost of Acquisition Costs" items that are purchased by the Sourcewell Participating Entity.</p>	*

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.	Pricing offered is as good or better than pricing typically offered through existing cooperative contracts.

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

Line Item	Question	Response *
73	Provide a detailed description of all the solutions offered, including used solutions if applicable, offered in the proposal.	<p>TYMCO is proud to offer a full line of sweepers utilizing TYMCO Regenerative Air technology. Each model offers Sourcewell Participating Entities the most environmentally friendly and lowest overall cost solution within their respective market segment. Sourcewell Participating Entities have demonstrated over the years that they prefer to own TYMCO Regenerative Air Sweepers – and their desire is to continue buying TYMCO sweepers using the proven advantages offered by Sourcewell.</p> <p>Model 210h - The Model 210h is a single-engine design sweeper with a 2.4 cubic yard debris hopper ideally suited for parking decks and lots, parking garages, parks, recreation departments, and bike paths. It's hydraulic drive system eliminates the need for a second engine resulting in lower overall maintenance and boasts a simple, easy to use control panel and simplified electronics.</p> <p>Model 210 - The Model 210 is a twin-engine regenerative air sweeper with a 2.4 cubic yard hopper with suitable in similar applications as the 210h. With the additional auxiliary engine, however, the Model 210 has more power available for sweeping heavy debris. The Model 210 has been used in small municipalities, light construction clean-up, airport ramps and taxiways, colleges and universities, housing departments, and hospitals.</p> <p>Model 435 - The Model 435 is a twin-engine sweeper with a 4.0 cubic yard hopper. The 435 offers Participating Entities a mid-range sweeper with greater sweeping ability and a greater range of configurable chassis and sweeper options. The Model 435 is available on either an Isuzu cabover chassis or on a heavier duty Freightliner M2 truck. Both configurations offer Participating Entities a non-CDL alternative to larger, more expensive sweepers. The Model 435 has been used at both large airports and smaller regional airports, city street departments, by universities, industrial sites, amusement parks, residential developments, and by sweeping contractors nationwide.</p> <p>Model 500x - The Model 500x is a heavy duty high side dump regenerative air sweeper. The 500x is ideally suited for highway departments and any application where the dump site may require a long travel distance or in applications where sweeping debris simply needs to be containerized. With a variable dump height capable of offloading sweeping debris anywhere between 2' and 11' feet high the 500x can dump on the ground or into a high-sided dump truck if necessary. The 500x boasts a 5.7 cubic yard hopper, standard stainless steel hopper construction, and our most powerful auxiliary engine. The 500x has been used by state highway departments, city and county road departments, bridge authorities, and airports.</p> <p>Model 600 - The Model 600 is the flagship TYMCO Regenerative Air Sweeper. The TYMCO Model 600 has been in continuous service longer than any other air sweeper in the market. It is the simplest and most versatile sweeper available. The Model 600 set the standard for the sweeping industry in design, efficiency, and low life-cycle costs by introducing such "industry firsts" as a high-volume multi-pass dust separator requiring less water for dust control, a comprehensive abrasion protection package to protect the sweeper's components from wear, and sealed bearings greatly reducing required daily maintenance. The Model 600 has a 7.3 cubic yard debris hopper enabling users to maximize their debris carrying capability. The Model 600 can be supplied in multiple configurations on several different truck chassis in order to better tailor the sweeper to the Participating Entity's specific requirements. These include, but are not limited to, catch basin cleaning solutions, lateral blowers, de-icing fluid recovery capability, and litter and leaf vacuuming. In addition, the Model 600 BAH (Broom Assist Head) offers Participating Entities an additional offering to help with sweeping in paving, milling, and heavier debris applications. The 600BAH incorporates an on-demand center broom in the pick-up head to give the operator the ability to sweep heavy rock, asphalt milling, beach sand, and in heavier applications such as disaster and storm clean-up. The Model 600 is utilized by large and small municipalities, airports, port authorities, highway / road departments, and</p>

		<p>the United States Air Force, Army, Marines, Navy, and Space Force.</p> <p>Model HSP - The Model HSP Regenerative Air sweeper is a high speed runway sweeper engineered specifically for rapidly cleaning flat paved surfaces like airport runways and taxiways. The HSP is FAA compliant and is currently in use with airports, major airlines, airport sweeping contractors and in the US Military.</p> <p>Alternative Fuel Sweepers - TYMCO has been building Alternative Fueled sweepers since 1984. We currently offer CNG powered sweepers using the platforms of the Model 500x, 600, and 600 HSP. These sweepers use CNG power for both the chassis engine and auxiliary engine. Combined with TYMCO's Regenerative Air System, these sweepers meet the cleanest emission and ambient air quality standards and are the clear choice for Participating Entities in states and regions where air quality guidelines are the most stringent. Our Alternative Fuel sweepers are being operated at airports, in municipal street sweeping, marine terminals, and by large sweeping contractors.</p> <p>Dustless Technology Sweepers (DST-4 and DST-6) - TYMCO's Dustless Sweeper Technology is unique in the industry. These sweepers can clean ultrafine material without the need to use water for dust control. We offer DST machines in a 4.0 cubic yard and a 7.3 cubic yard configuration. These sweepers are classified as "High Efficiency Sweepers" and have the capability of sweeping and filtering debris 300 times finer than a grain of fine sand. TYMCO's DST sweepers are ideal for Participating Entities in colder climates where water cannot be used for dust control when sweeping in sub-freezing temperatures. Our Dustless Sweeping Technology sweepers are currently operating in mines, cement plants, airports, port authorities, and city and county road departments.</p> <p>Used Equipment - TYMCO will offer used equipment to Sourcewell Participating Entities at a negotiated and mutually agreed upon price. Prices can vary greatly based on age, engine hours, and overall condition. If a Participating Entity has a need for a used sweeper, TYMCO will provide the Entity with a proposed used sweeper solution when acceptable used equipment is available. TYMCO will remit the administrative fee to Sourcewell pursuant to the purchaser providing their Sourcewell Member Number.</p> <p>We have provided an interactive supplement to support the above Solutions being offered and how they can benefit Sourcewell Participating Entities with the attached PowerPoint "The TYMCO Story". "The TYMCO Story" is also available in PDF as an alternate file format.</p> <p>In addition, detailed product information and general specifications for all Solutions outlined above can be found on www.tymco.com as well as the attached PDF file "Sourcewell RFP 062425 - TYMCO, Inc. - TYMCO Brochures, ETV Certificates and General Specifications.pdf" located within the "Marketing Plan-Samples" upload file area.</p>	
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>TYMCO manufactures sweepers that are classified in the market segment of Regenerative Air Sweepers. We manufacture multiple different models of Regenerative Air Sweepers that work in applications as described below:</p> <ol style="list-style-type: none"> 1. Street Sweepers 2. Parking Lot Sweepers 3. Airport Sweepers 4. Airport Runway Sweepers 5. Industrial Facility Sweepers 6. Municipal Facility Sweepers 7. Dustless Sweepers 8. Alternative Fuel Powered Sweepers (CNG Powered) 9. Airport Runway / Racetrack Blower 10. Airport De-Icing Liquid Recovery System 11. Magnet Sweeper 12. Construction Sweeper 13. Road Sweepers 14. Stormwater Catch Basin Cleaner 	*

75	Detail any runway sweeping and cleaning equipment that is FAA compliant (such as Part 139, AC 150/5210 Foreign Object Debris, National Aerospace Standard 412).	<p>TYMCO, the inventor and manufacturer of Regenerative Air Sweepers, has long been the preferred choice for aviation applications, ranging from the U.S. Air Force to international, municipal, and regional airports. Our Regenerative Air Technology offers unmatched FOD (Foreign Object Debris) removal efficiency, making TYMCO sweepers particularly effective for the high safety standards required in aviation environments. Every TYMCO model is fully capable and ideally suited for airport use, with proven performance on runways, taxiways, and ramps.</p> <p>TYMCO sweepers fully comply with FAA Advisory Circulars 150/5210-24A and 150/5210-5D, both of which outline essential FOD management and vehicle marking requirements for airport operations. All models are equipped to remove the debris types outlined in the FAA performance testing, and the TYMCO High-Speed Performance (HSP) model meets the recommended 15 mph sweeping speed for active runways. Additionally, our sweepers can be configured to meet all airport vehicle painting, lighting, and identification requirements, ensuring full adherence to FAA visual standards. TYMCO has supported many airports in demonstrating compliance with these ACs, facilitating eligibility for key federal grant programs such as AIP, AIG, and PFC.</p> <p>Beyond FAA circulars, TYMCO equipment fully supports compliance with 14 CFR Part 139 airport certification requirements, which mandates active FOD prevention on paved and unpaved operational surfaces. We also align with global standards, including National Aerospace Standard 412 and AS9146, both of which recognize the essential role of sweepers in FOD prevention. TYMCO sweepers are a recognized tool in FOD mitigation efforts worldwide, and we are proud to contribute to aviation safety at the highest level.</p> <p>For more information, please see attached "Sourcewell RFP 062425 - TYMCO, Inc. - FAA - RFP Line Item #75 - FAA Letter.pdf" This letter was uploaded within the Marketing Plan upload area.</p>	*
76	Describe any service contract options or extended warranties offered with your proposal.	<p>TYMCO will not be including any service contract options in the proposal. Several of our local authorized Dealers may offer a service contract. These would be quoted upon request to the Sourcewell Participating Entity as a Sourced / Open Market option with their new TYMCO Sweeper. The level of service required will be discussed and agreed upon by the Participating Entity and local authorized TYMCO Dealer.</p> <p>Regarding extended warranties, these will also be quote upon request by the Participating Entity as a Sourced / Open Market option based on the needs of the Entity.</p>	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
77	Street sweeper	<input checked="" type="radio"/> Yes <input type="radio"/> No	All of our Regenerative Air Sweepers can sweep streets.	*
78	Sidewalk sweeper	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not offer a sidewalk sweeper. However, if there is a paved sidewalk wide enough, some of our smaller sweepers can help clean it.	*
79	Parking lot sweepers	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have several smaller models that can be used to sweep parking lots.	*
80	Runway sweeping and cleaning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	All of our sweepers can sweep runways and other areas in airports.	*
81	Litter, trash, and debris vacuums	<input checked="" type="radio"/> Yes <input type="radio"/> No	This is offered through our optional auxiliary hand hose features that are available on many of our sweepers.	*
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	TYMCO does offer optional equipment, accessories and supplies through our Solutions offered.	*
83	Rental options (complimentary to proposers offering in 77-81 above)	<input type="radio"/> Yes <input checked="" type="radio"/> No	TYMCO does not offer these Solutions directly, however, many of our local authorized Dealers do offer sweepers to rent.	*

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](#) - Sourcewell RFP 062425 - TYMCO, Inc. - Sourcewell Price Catalog - Effective 6-13-2025 - v1.0.pdf - Friday June 13, 2025 22:01:32
 - [Financial Strength and Stability](#) - Sourcewell RFP 062425 - TYMCO, Inc. - Financial Strength and Stability Documents.zip - Friday June 13, 2025 22:03:58
 - [Marketing Plan/Samples](#) - Sourcewell RFP 062425 - TYMCO, Inc. - Marketing Plan-Samples.zip - Friday June 13, 2025 22:06:40
 - [WMBE/MBE/SBE or Related Certificates](#) - Sourcewell RFP 062425 - TYMCO, Inc. - WMBE-MBE-SBE - RFP Line Item #48 - SBE Letter.pdf - Monday June 23, 2025 18:33:35
 - [Standard Transaction Document Samples](#) - Sourcewell RFP 062425 - TYMCO, Inc. - Standard Transaction Document Samples.zip - Friday June 13, 2025 22:08:32
 - [Upload Additional Document](#) - The TYMCO Story - Sourcewell RFP 062425.zip - Friday June 13, 2025 22:11:42
 - 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. - Bryan Young, Marketing and Sales, TYMCO, Inc.

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_RFP_062425_Street_and_Specialty_Sweepers Tue May 27 2025 04:08 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_062425_Street_and_Specialty_Sweepers Thu May 8 2025 04:14 PM	<input checked="" type="checkbox"/>	1