



MASTER AGREEMENT # 062425

CATEGORY: Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies

SUPPLIER: Elgin Sweeper Company (a Division of Federal Signal Corp.)

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 Elgin Sweeper Company (a Division of Federal Signal Corp.), 1300 West Bartlett Rd., Elgin, IL 60120 (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 Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell for this Agreement and must provide prompt notice to Sourcwell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcwell and Participating Entity inquiries; and
 - Participation in reviews with Sourcwell.

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

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

c) **Use; Quality Control.**

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

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

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

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

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

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

- \$1,500,000 each occurrence Bodily Injury and Property Damage
- \$1,500,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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

Article 3: Supplier Obligations to Participating Entities

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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and

Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

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

Sourcewell

Elgin Sweeper Company
(a Division of Federal Signal Corp.)

Signed by:

C0FD2A139D06489...

By: _____

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 2/3/2026 | 1:46 PM CST

Signed by:

8B6B51224DD74E5...

By: _____

Nick Johanson
Title: Sales and Operation Administrator

Date: 2/3/2026 | 11:55 AM CST

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

Vendor Details

Company Name: Elgin Sweeper Company
Does your company conduct business under any other name? If yes, please state: Elgin Sweeper
Address: 1300 W Bartlett Rd
Elgin, IL 60120
Contact: Nickolaus Johanson
Email: NJohanson@elginsweeper.com
Phone: 404-434-1456
HST#:

Submission Details

Created On: Tuesday June 17, 2025 13:57:54
Submitted On: Tuesday June 24, 2025 16:17:30
Submitted By: Nickolaus Johanson
Email: NJohanson@elginsweeper.com
Transaction #: 327dd219-b023-4ffd-8fb8-8c22c5347bdb
Submitter's IP Address: 147.243.245.246

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.	Elgin Sweeper Company (Division of Federal Signal Corp.)
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).	No other names.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code 20219 (Elgin Sweeper Company)
5	Provide your NAICS code applicable to Solutions proposed.	NAICS Code 33 Companies, NAICS Code 3339 Companies, NAICS Code 333924 Companies, NAICS Code 333 Companies, NAICS Code 33392 Companies
6	Proposer Physical Address:	1300 West Bartlett Rd, Elgin, IL 60120
7	Proposer website address (or addresses):	https://www.elginsweeper.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):	Nick Johanson Sales and Operation Administrator 1300 West Bartlett Rd, Elgin, IL 60120 Njohanson@Elginsweeper.com 404-434-1456
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Nick Johanson Sales and Operation Administrator 1300 West Bartlett Rd, Elgin, IL 60120 Njohanson@Elginsweeper.com 404-434-1456
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts

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

Line Item	Question	Response *
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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>Elgin sweepers have been cleaning roadways since 1914, when a man named John Murphy, concerned about the health hazards caused by filthy, debris-filled streets, invented the very first motorized street sweeper. His invention not only improved public sanitation but set in motion a legacy of innovation and commitment to community well-being that still defines the company today.</p> <p>Based in Elgin, Illinois, Elgin Sweeper Company has been a pioneer in the development of advanced street sweeping technologies for more than 100 years. From the original mechanical broom sweepers to today's lineup that includes pure vacuum sweepers, regenerative air systems, alternative fuel options, and single-engine models, Elgin has consistently evolved to meet the changing needs of municipalities, contractors, and industrial clients across the globe.</p> <p>While technology has advanced, the company's core mission has never wavered — a commitment to quality, performance, and environmental impact. Clean streets are more than just visually appealing; they directly improve air and water quality, protect local ecosystems, and support overall community health by reducing pollutants and runoff.</p> <p>Elgin offers the most rugged, reliable, and technologically advanced sweepers on the market. Whether you're sweeping residential streets, airport runways, racetracks, ports, construction sites, or industrial complexes, there's an Elgin model built for your specific needs. Every machine is backed by over a century of engineering expertise, precision manufacturing, and industry-leading customer support through the strongest dealer network in the business.</p> <p>As a proud member of the Federal Signal Corporation, Elgin benefits from world-class resources and continues to deliver solutions that are not only "Built for Clean — but Backed for Life". From day one to the life of your machine, Elgin stands with its customers, offering unmatched performance, durability, and support. Elgin Sweeper Company doesn't just make sweepers — it sets the standard for what street sweeping should be.</p>
12	What are your company's expectations in the event of an award?	<p>In the event of an award, we would collaborate closely with Sourcwell to serve its members/customers by delivering effective, efficient, and environmentally responsible street sweeping solutions. Our commitment would include expanding awareness of Sourcwell contracts and promoting them through our dealer network. With over a decade of successful partnership with Sourcwell, we are well-positioned to continue this collaboration by providing members access to the latest innovations in street sweeping equipment and technology. Our focus would be on simplifying procurement while delivering the highest levels of quality, performance, and support to Sourcwell members.</p>
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>Elgin Sweeper Co. has been a trusted manufacturer of street sweepers for over 100 years and is recognized as the industry leader in North America. As part of Federal Signal Corporation, a publicly traded company (NYSE: FSS), we are backed by a strong financial foundation that underscores our stability and reliability. In 2024, Federal Signal reported \$1.8 billion in revenue and continued to demonstrate robust performance across all segments. The company's financial strength is further supported by consistent profitability, positive cash flow, and strategic investments in innovation and customer support.</p> <p>Elgin offers the most comprehensive line of street sweepers in the market, including mechanical broom sweepers, regenerative air models, pure vacuum systems, and alternative fuel options such as CNG. These solutions are built with a focus on performance, durability, and environmental responsibility. Financial documents such as quarterly earnings reports, SEC filings, and investor information are publicly available and can be accessed at https://www.federalsignal.com/annual-quarterly-reports, providing transparent insight into our corporate financial health and long-term viability.</p>
14	What is your US market share for the Solutions that you are proposing?	<p>While the street sweeping industry does not have a centralized reporting structure for market share, we estimate that Elgin Sweeper holds a leading position in the U.S. market across included sweeping technologies. Based on internal data and dealer feedback, we believe our market share ranges between 40% and 45%. This strong market presence reflects the trust that municipalities, contractors, and industrial users place in the performance, reliability, and long-term value of Elgin equipment.</p>
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Although formal market share data is not available for the Canadian market, our internal analysis and dealer feedback indicate that Elgin Sweeper maintains a strong presence across Canada. We estimate our market share to be approximately 35%, supported by a well-established dealer network and consistent performance across a wide range of sweeping technologies. This presence reflects the reliability of our equipment and the strength of our local support throughout the region.</p>

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Neither Elgin Sweeper nor its parent company Federal Signal have been part of bankruptcy proceedings.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) Elgin has a strong and experienced dealer network throughout North America and Canada. All Elgin dealers are factory-trained and authorized to sell and service Elgin products. Most dealers have worked with Elgin for over 20 years and have established relationships in their territories that will continue to help Elgin, and its dealers grow. Dealers provide parts, service, warranty, and training support to all customers through their own teams as well as factory support. Elgin supports its dealers with factory-based and field-based product and service training. Elgin also provides marketing and quoting tools to ensure Sourcewell members/users receive quick and accurate proposals through their local dealers. Factory direct support is also available through Elgin's Regional Sales Managers and Parts & Service Managers who work hand in hand with Elgin dealers to ensure efficiency and customer satisfaction.	*
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.	All contracted Elgin dealers are required to have valid state equipment dealer license as is part of Elgin's contract. Elgin is ISO (International Standards Organization) 9001:2015 certified and has a robust quality management system in place. All equipment is manufactured to meet or exceed applicable industry safety and environmental standards.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Elgin Sweeper Company Won the WorldSweeper.com/World Sweeping Association's 2020 Award of Excellence in Power Sweeping, the United States power sweeping industry's highest honor. Federal Signal Workplace Hazard Reduction Award	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 68%-70%	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 1%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreements over the past three years?	As the manufacturer, Elgin Sweeper holds only our current cooperative purchasing agreement with Sourcewell. While we do not directly manage any additional state, provincial, or local contracts, several of our authorized dealers do participate in such agreements within their respective regions. However, because these contracts are managed independently by the dealers, we do not have access to detailed sales volume data associated with them over the past three years.	*
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?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Again, annual sales volumes are unknown.	*

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 *	
County of San Joaquin	Kevin Myose	209-468-3099	*
Delaware DOT	Lawrence Hardy	302-760-2505	*
City of Greenville	Ben Carroll	864-467-4345	*

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.	<p>Elgin's sales force is a collaborative and integrated team made up of both field and inside sales professionals, working in close coordination with our extensive dealer network and factory-based support teams. We have six Regional Sales Managers (RSMs) strategically located throughout North America who are responsible for supporting dealer sales efforts, setting regional goals, and engaging directly in the end-user sales process when needed. These RSMs report to the Director of Municipal/Governmental Sales, who in turn reports to a Group-level Vice President.</p> <p>Our Inside Sales Team plays a critical role in supporting both our dealers and end customers. They are responsible for processing and managing all orders, ensuring accuracy and timeliness. This team also handles any custom configurations or changes, working closely with the factory and the customer to deliver a solution that meets exact requirements. They act as a central point of contact between the customer, the dealer, and the manufacturing team to ensure that each order progresses smoothly from entry to delivery.</p> <p>In addition, each dealership is staffed with dedicated sales professionals for equipment sales, parts, and service. These teams are factory-trained and supported by Elgin to ensure they can deliver expert guidance and service at the local level. At the factory, we also have sales, parts, and service representatives who work hand-in-hand with our dealers to support the full lifecycle of the customer relationship—from the initial inquiry to post-delivery service and technical support.</p> <p>Together, this unified sales structure—spanning Elgin’s field sales force, inside sales team, factory resources, and our dealer network—ensures that every customer receives knowledgeable, responsive, and coordinated support at every stage of the process. This team-based approach allows us to deliver not only exceptional products but also the outstanding service that our customers have come to expect from Elgin.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Elgin Sweeper distributes its products through a well-established and robust dealer network consisting of 28 authorized dealers with over 70 locations across North America. Each dealer is assigned an exclusive geographic territory that includes all areas of the United States, Canada, and U.S. Territories. Dealers are responsible for sales, service, parts support, and end-user training within their assigned regions.</p> <p>Elgin's dealers are carefully selected based on their industry expertise, technical capabilities, and commitment to customer service. They receive ongoing product and technical training directly from Elgin to ensure consistent product knowledge and service quality. In addition to their frontline role, dealers serve as vital partners in communicating customer needs and supporting local engagement with municipal, industrial, and commercial clients.</p> <p>This networked distribution model ensures localized expertise, faster response times, and consistent customer support. Together, Elgin and its dealer partners deliver comprehensive sales and service coverage across the continent.</p>

28	Service force.	<p>Elgin Sweeper maintains a highly capable and multi-tiered service force designed to support both our dealers and end users across North America. Internally, we operate a dedicated Inside Service Organization, which includes factory-based technical representatives who provide daily support to our dealer network. These experts assist with troubleshooting, diagnostics, training, and technical documentation.</p> <p>In the field, Elgin employs Regional Service and Support Managers (RSSMs) and Regional Parts Service Managers who are strategically located and assigned to specific territories. These professionals work closely with dealers and end users to support warranty work, deliver technical training, and assist with complex service and parts issues. Their presence in the field ensures that both proactive and reactive support is available when and where it's needed.</p> <p>Additionally, Elgin's authorized dealers are required to maintain their own trained service technicians, ensuring prompt, local support. In total, Elgin supports approximately 225 dealer technicians across North America, all of whom are trained by Elgin personnel to maintain high service standards.</p> <p>This combined structure of internal factory experts, regional field support, and trained dealer technicians ensures that Elgin customers receive reliable, responsive service throughout the full life cycle of their equipment—from delivery and commissioning to routine maintenance and complex repairs.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All orders from Sourcewell members are processed through Elgin's authorized dealer network. The local dealer serves as the primary point of contact for the customer and is responsible for guiding the member through equipment selection, configuration, and pricing. Dealers provide detailed proposals and quotations in accordance with the Sourcewell contract, ensuring compliance and transparency throughout the purchasing process.</p> <p>Once an order is finalized, the dealer submits it directly to Elgin for production. Upon completion, the equipment is shipped to the dealer, who then coordinates delivery to the end user. The dealer is also responsible for machine setup, operator training, and ongoing support, ensuring a seamless transition from purchase to operation.</p> <p>Elgin's dealer network has demonstrated extensive knowledge and experience with cooperative purchasing contracts and remains highly engaged in supporting Sourcewell members with professionalism and responsiveness.</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>At Elgin, our customer service begins with the delivery of your Sweeper and includes comprehensive installation and operational training. Shortly after delivery, we invite customers to complete a satisfaction survey to help us assess product quality, dealer support, and overall satisfaction. Any negative feedback is carefully documented and promptly assigned to a field representative for appropriate follow-up.</p> <p>Elgin's dealer network is comprised of trained and certified technicians, with most dealers offering on-site service via fully equipped service vehicles. This ensures rapid response and support for potentially inoperative equipment. In addition, Elgin provides a 24-hour toll-free helpline, staffed by knowledgeable factory personnel, to deliver immediate assistance and resolution to both dealers and end-users.</p> <p>Our products are backed by a robust warranty program, supported through our authorized dealer network. At Elgin, we believe that delivering high-quality products, combined with exceptional service, provides the greatest value to our customers. This commitment fosters strong, long-term relationships with both our customers and dealer partners.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Elgin is well-positioned to serve Sourcewell members across the U.S. through a nationwide distribution and support network. Rather than relying on a centralized model, we operate through a network of independently authorized dealers who are deeply embedded in their local markets. These dealers are carefully selected and supported by Elgin to ensure they can deliver a consistent level of product knowledge, service expertise, and responsiveness.</p> <p>Our organizational model allows us to offer localized service with the backing of a major OEM, ensuring that Sourcewell participants receive personalized support with the reliability and resources of a national manufacturer. We are fully committed to meeting the needs of public agencies and government entities through this structure and are prepared to support contract compliance, service expectations, and delivery timelines accordingly.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>As stated above we are well positioned to serve all street sweeping needs across North America, this includes the entire Canada market. We have dealer location set up to service and support all customer needs across the Canadian territories</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>There are no areas we are unable to support in United States or Canada.</p>	*

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.	We will support an Sourcwell Participating entities.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and US territories are covered by various dealers so there will be no restrictions in supporting these markets.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Elgin will work with individual entities on a case-by-case scenario to determine the best use of the proposed master agreement.	*

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>Elgin has developed a multi-tiered marketing strategy to promote our Sourcwell contract to both our dealer network and end users:</p> <p>Formal Press Release / Announcement – A formal announcement is sent to all Elgin dealers and agents informing them of our Sourcwell contract. This includes key messaging around the benefits of using the contract and details on how to access it.</p> <p>Dealer Engagement and Communication – We host conference calls and Microsoft Teams meetings with all dealer principals to ensure they have received the announcement and are fully informed of the contract. A marketing package is provided which includes:</p> <p>A copy of the official press release Sourcwell pricing overview and current contract details Guidance on requirements for Elgin to be listed on all Sourcwell purchase orders Printed marketing materials highlighting Elgin’s Sourcwell-awarded vendor status</p> <p>Marketing Support and Dealer Enablement – Dealers are provided with recommended marketing initiatives to promote Elgin and the Sourcwell contract. This includes leveraging existing online presence (websites, social media, etc.) and direct customer outreach. Dealers receive:</p> <p>Media content and messaging to help inform customers about our Sourcwell contract A schedule of upcoming Sourcwell events that offer training or promotional opportunities Training on the Sourcwell Supplier Portal to help dealers better understand and utilize the contract</p> <p>Internal Sales Team Communication – We repeat similar engagement with our internal sales team and all agent principals, ensuring consistent messaging and support tools across all touchpoints.</p> <p>Our dealers are already highly engaged in promoting Elgin and Sourcwell through a variety of marketing channels. In addition, our efforts also extend to the Canadian market through collaboration with Canoe Procurement.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Elgin strategically leverages a wide range of digital tools and technologies to amplify our marketing effectiveness and maintain strong engagement with our target audience. Our Marketing Communications team utilizes platforms such as Facebook, LinkedIn, YouTube, and Twitter to deliver timely updates, including product announcements, application-specific content, new feature availability, and press releases. These efforts help keep both prospective and existing customers informed and engaged.</p> <p>Our website serves as a central resource for accessing product information, Sourcwell contract details, and dealer support materials. By optimizing our online presence and content delivery, we ensure a consistent and impactful digital experience for customers and partners alike.</p> <p>In coordination with our dealer network, Elgin ensures that marketing strategies are executed at both the national and local levels. Dealers actively participate in digital promotion by sharing Elgin content across their platforms, featuring Sourcwell contract messaging on their websites, and engaging with customers through email campaigns and social media.</p> <p>This comprehensive, dealer-driven digital marketing approach has been instrumental in Elgin achieving the position of #1 in Sourcwell sales for the street sweeping category. Our continued investment in digital marketing, supported by an engaged dealer network, reinforces our leadership position in the industry and our commitment to supporting Sourcwell members.</p>	*

39	<p>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>	<p>Sourcewell plays a critical role in simplifying the procurement process for government, education, and nonprofit entities by offering competitively solicited contracts with pre-vetted, reputable suppliers. We view Sourcewell not only as a contracting agency but also as a key promotional partner in helping eligible members discover and utilize awarded contracts.</p> <p>We expect Sourcewell to actively promote Elgin's awarded contract through its member communications, website listings, targeted outreach, and participation in relevant trade shows and events. Their role helps drive awareness among purchasing agents and procurement officers who are seeking trusted and efficient buying solutions for street sweepers.</p> <p>Internally, the Sourcewell contract is fully integrated into Elgin's sales process. Our Regional Sales Managers (RSMs), dealer network, and inside sales teams are trained to position Sourcewell as a preferred procurement option during the quoting and proposal phase. We have embedded Sourcewell contract compliance into our online product configuration and quoting tools, allowing our dealers to easily generate Sourcewell-compliant proposals with approved pricing, terms, and contract language. This ensures a seamless experience for the customer and maintains full contract compliance.</p> <p>Additionally, we regularly collaborate with our dealers to promote the Sourcewell contract to eligible customers, using shared marketing materials, email campaigns, social media outreach, and co-branded resources. By aligning our sales efforts with Sourcewell's mission and capabilities, we are able to provide a streamlined, value-driven procurement experience to public sector buyers.</p>	*
40	<p>Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>While Elgin does not currently offer a direct e-procurement platform for end users, we provide a robust online configuration and ordering system used by our authorized dealer network. This tool enables dealers to configure units based on the specific needs of each customer, taking into account the wide range of available features, chassis options, and operational requirements.</p> <p>Because Elgin street sweepers are complex, made-to-order machines with numerous variations and application-specific configurations, they are not suited to a one-size-fits-all catalog or pre-set ordering model. Instead, our configuration platform ensures that each unit is accurately specified and aligned with the customer's operational needs.</p> <p>This system also supports the preparation of formal, Sourcewell-compliant proposals, which include all required contract terms and pricing structures. Once a purchase decision is made, the dealer uses the same system to submit the finalized order to Elgin for production.</p> <p>Government and education sector customers benefit from this process by receiving tailored solutions that meet their exact specifications, while ensuring compliance with Sourcewell's contract framework. This approach allows us to maintain both operational efficiency and high levels of customer satisfaction.</p>	*

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

Line Item	Question	Response *	
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<p>41</p>	<p>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>	<p>Elgin offers a comprehensive, multi-tiered training program designed to support the safe, efficient, and effective use of our street sweepers. Our training resources are tailored to meet the unique needs of Sourcewell participating entities and include the following:</p> <p>Initial Delivery & Basic Training</p> <p>Included with all new unit deliveries at no additional cost.</p> <p>Conducted by certified Elgin dealer technicians in coordination with our Regional Sales Managers (RSMs).</p> <p>Covers equipment operation, daily maintenance, safety procedures, and walk-around inspections.</p> <p>Onsite Demonstration & Hands-On Training</p> <p>Our RSMs work closely with Elgin dealers to provide in-person training and live product demonstrations.</p> <p>This collaborative approach ensures that end users receive tailored instruction specific to their environment and sweeping application.</p> <p>Optional follow-up visits can be arranged for refresher training or onboarding of new personnel.</p> <p>Advanced Technical & Maintenance Training</p> <p>Available upon request and can be scheduled at the customer's location, dealer facility, or Elgin headquarters.</p> <p>Designed for fleet managers, mechanics, and service teams.</p> <p>Includes in-depth diagnostics, preventive maintenance best practices, and troubleshooting techniques.</p> <p>Costs may apply if travel or extended sessions are required.</p> <p>Elgin Online Training Academy</p> <p>Sourcewell members and dealers have access to Elgin's Online Training Academy, which includes a full catalog of training videos, tutorials, product overviews, and technical walk-throughs.</p> <p>These digital resources are accessible 24/7 and support both initial onboarding and ongoing education.</p> <p>The academy is continually updated to reflect new technologies and product enhancements.</p> <p>Virtual Support & On-Demand Materials</p> <p>In addition to our online academy, Elgin offers digital service manuals, quick-reference guides, and troubleshooting videos.</p> <p>Virtual training sessions can also be coordinated with Elgin support staff for remote assistance or specialized instruction.</p> <p>Elgin's training philosophy is rooted in ensuring long-term success for Sourcewell members by equipping operators and technicians with the knowledge they need to get the most from their equipment. Through hands-on support, online resources, and local dealer expertise, we deliver a complete training solution that enhances safety, performance, and equipment longevity.</p>
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<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>1. Whirlwind1® Vacuum Sweeper with VSD Technology First vacuum sweeper in North America featuring a Variable-Speed-Device (VSD) between the chassis engine and transmission.</p> <p>Enables seamless switching between “road” and “work” modes via a single button — no need to stop or engage the parking brake</p> <p>Reduces operator fatigue with quieter operation and fewer maintenance points by eliminating auxiliary engine components (belts, fluid couplers, etc.)</p> <p>2. Single-Engine Regenerative-Air Sweepers (Crosswind1 & RegenX1) Crosswind1 employs innovative shared-power architecture, integrating chassis and sweeping drive into one engine</p> <p>Electric Broom Bear debuted at CONEXPO 2023 using a fully electric chassis (Battle Motors LNT), supporting full shift operations and compatibility with Level 2/3 charging systems</p> <p>4. Hybrid Pelican (PHEV Configuration) Maintenance of full performance with a battery-generator hybrid system, aligning with latest low-emission standards (EPA & CARB) elginsweeper.com</p> <p>Through voice-of-customer insights and thoughtful design, Elgin has pivoted toward single-engine, hybrid, and fully electric platforms. These innovations offer:</p> <p>Significant reductions in noise, vibration, and maintenance</p> <p>Simplified operations and increased operator comfort</p> <p>Support for zero-emission mandates and long-term cost reductions</p> <p>Flexibility across multiple chassis and fuel configurations</p> <p>This integrated suite of technological advancements underscores Elgin’s role as an innovator setting new standards in street sweeping.</p>
<p>43</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Elgin is deeply committed to environmental sustainability, integrating eco-friendly technologies and practices across our product line and operations:</p> <p>Eco-Conscious Manufacturing At our Elgin factory, we’ve implemented advanced welding fume extraction systems and maintain best-in-class indoor air quality standards, reflecting our dedication to environmental stewardship NASCAR Green® Partnership</p> <p>As the “Official Sweeper of NASCAR Green®,” Elgin partners with NASCAR on sustainable track operations. Our sweepers help reduce the sport’s carbon footprint by optimizing fuel usage and reducing emissions Stormwater Retention & Management</p> <p>Our vacuum and regenerative air sweepers support stormwater best management practices by removing pollutants before they enter waterways. Dumping into roll-off containers prevents wastewater contamination Waterless Dust Control</p> <p>Elgin offers waterless sweeping solutions that reduce water usage and associated runoff—supporting year-round, sustainable operations Alternative-Fuel and Electric Sweepers</p> <p>Hybrid Broom Bear: Combines electric sweep drive with diesel/CNG charging. CNG Crosswind: Runs on clean-burning compressed natural gas, offering emissions benefits where CNG infrastructure exists</p> <p>Fully Electric Broom Bear: Offers zero-emission operation with 400 kWh battery capacity, delivering municipal-level performance</p>

44	<p>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>	<p>Elgin Sweeper Company is dedicated to delivering environmentally responsible solutions that mitigate stormwater runoff, air pollution, and urban debris. As part of this commitment, we developed our proprietary Eco-Infused™ Technology—a platform that integrates scientific innovation with advanced engineering to enhance environmental performance across our product line.</p> <p>Elgin continues to lead the industry with technologies such as alternative fuel options, waterless dust control systems, single-engine configurations, and hybrid-electric powered sweepers. These innovations are designed to support cleaner streets, improve air and water quality, and reduce overall environmental impact.</p> <p>Our leadership in sustainability is further demonstrated by our long-standing partnership with NASCAR Green®, where Elgin has served as the exclusive sweeper provider for over nine years. This collaboration reflects our unmatched ability to deliver efficient track sweeping and drying solutions in some of the most demanding conditions—helping drive meaningful environmental progress within motorsports and beyond.</p>	*
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>Elgin's unique value lies in our comprehensive line of street and road sweepers, which can be tailored to meet virtually any sweeping application. Our product lineup includes purpose-built mechanical sweepers, chassis-mounted mechanical models, regenerative air systems, pure vacuum sweepers, and alternative fuel options—offering unmatched versatility for Sourcewell participating entities.</p> <p>Our well-established dealer network across the U.S. and Canada allows us to effectively serve and support Sourcewell members nationwide. These strong relationships enable seamless collaboration, ensuring customers receive reliable service, technical expertise, and localized support.</p> <p>With our full suite of sweeper technologies, we don't steer customers toward one type of solution—we instead focus on identifying the best fit for their operational needs. Elgin's dedicated service engineering team enhances this flexibility, providing custom configurations and optional features to address specific member requirements.</p> <p>Lastly, our longstanding relationship with Sourcewell has given us deep familiarity with contract expectations and member needs. We understand how to manage reporting, compliance, and administrative requirements, ensuring the contract operates smoothly and efficiently to the benefit of all parties involved.</p>	*
46	<p>Describe in detail warranties offered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.</p>	<p>Our dealer contracts require that they provide service for all customers within their assigned territories, including Sourcewell member customers. In rare cases, and with the agreement of the customer, Elgin may authorize a customer to perform their own warranty repair. In such cases, Elgin and the servicing dealer will support the customer by providing parts, work instructions, and compensation at pre-established rates. This type of authorization is granted only when the repair is considered relatively straightforward and poses no risk to the customer.</p> <p>Elgin's warranty program is designed with flexibility and fairness in mind. There are no usage limitations imposed by our warranties. Our standard warranty covers one year bumper-to-bumper, excluding normal wear items such as brooms. This ensures that customers can operate their equipment with confidence, knowing that coverage is not affected by usage intensity.</p> <p>The warranty includes all components except for engines, truck chassis, tires, and other parts that fall under their respective original equipment manufacturer (OEM) warranties. These OEM-covered components are typically serviced by local facilities. In cases where local support is not available, Elgin and our dealers take an active role in coordinating service through our network of engine and chassis manufacturers and service providers.</p> <p>It is extremely rare for Elgin to receive a request to exchange or return a sweeper. However, if a customer's needs change or if a product is found to be misaligned with its intended use, Elgin and its dealers work collaboratively to modify or replace the equipment with a more suitable model. Our ultimate goal is to ensure every customer is fully satisfied with the performance and fit of their sweeper—because customer satisfaction is central to how we measure success.</p>	*
47	<p>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>	<p>The warranty includes all components except for engines, truck chassis, tires, and other parts that fall under their respective original equipment manufacturer (OEM) warranties. These OEM-covered components are typically serviced by local facilities. In cases where local support is not available, Elgin and our dealers take an active role in coordinating service through our network of engine and chassis manufacturers and service providers.</p>	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.
49		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available
50		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.
51		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.
52		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.
54		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.
56		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.

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.	<p>Payment terms are established directly between the Elgin dealer and the Sourcwell member. While the standard terms are typically net 15 or net 30 days, our dealers have extensive experience working with municipal and government agencies and understand that alternative payment arrangements may sometimes be necessary.</p> <p>In most cases, dealers are flexible and willing to accommodate specific member payment requirements, provided they are reasonable and agreed upon in advance. The default standard payment term between our dealers and Sourcwell members remains net 30 days.</p>

58	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Leasing and financing options are arranged directly between the Elgin dealer and the Sourcewell member. Nearly all of our dealers offer leasing and/or financing solutions, typically in partnership with third-party financial institutions with whom they have established relationships.</p> <p>One commonly recommended provider is NCL Government Capital, which offers financing options under a Sourcewell-awarded contract. Many of our dealers maintain an active relationship with NCL and utilize their programs to offer streamlined, compliant lease and financing solutions tailored to the needs of Sourcewell members.</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>We do not utilize a standardized transaction document for end users or Sourcewell members. Typically, the purchasing entity issues a formal purchase order to the authorized Elgin dealer, based on a Sourcewell-compliant quote generated through our online configurator tool. Once the dealer receives the purchase order, they submit the finalized quote to Elgin as a formal order.</p> <p>Upon receipt, Elgin issues an electronic order acknowledgment to the dealer, confirming the details of the transaction. This workflow represents our standard order processing procedure and integrates seamlessly with Sourcewell transactions. Sample documentation illustrating this process has been included in the upload section for reference</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?	<p>The payment process for members is a transaction between Sourcewell member and Elgin dealer. I do not believe P-card transactions are used. We do not accept P-Card payments from our dealers.</p> <p>We have no hidden or undisclosed costs.</p>	*
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>Elgin is offering its complete line of sweepers under this agreement. Our pricing structure includes a straightforward 3% discount off the published list price for all sweeper models and available options. This pricing excludes the cost of the chassis and freight (from the factory to the dealer location).</p> <p>We also provide sweeper rental options across both the United States and Canada (quoted in Canadian dollars where applicable). Rental pricing is clearly defined on our rate sheets and reflects Sourcewell member pricing.</p> <p>In addition, late-model used sweepers, primarily from our rental fleet, are available for purchase. Due to differences in usage and unit condition, pricing for used equipment is determined on a case-by-case basis and is negotiated directly between the Sourcewell member and the authorized Elgin dealer. This provides members with a cost-effective option to acquire high-quality sweepers at a significantly lower initial investment.</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.	<p>For new equipment a 3% discount from list price applies. This discount applies to all Elgin manufactured content including options.</p> <p>The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted.</p> <p>Used equipment pricing will be negotiated and agreed to between member and Elgin dealer.</p>	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Additional volume discounts could be considered case-by-case basis.</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 products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount.</p> <p>Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Elgin. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote.</p> <p>The last category would be factory supplied chassis. Because most of our product are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Elgin sweeper-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sweepers. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary, we do not provide chassis pricing. We will provide chassis quote through our dealer at the time a Sourcewell quote/proposal is being developed – the 3% discount does not apply to chassis that we or our dealers provide.</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.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.	*
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.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the sweeper, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.	*
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>Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price.</p> <p>Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.</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.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am tasked with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Elgin) and is not a line item passed on to the member.	*

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.	The pricing offered for our complete line of street sweepers for this Sourcewell proposal is typically better than what we offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

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.	We are offering for purchase or rental, a full-line of street sweepers. We offer purpose-built mechanical sweepers, chassis-mounted mechanical, regenerative air and pure vacuum sweeping technologies. We also offer a number of our models utilizing alternative fuels including Compressed Natural Gas (CNG) and hybrid electric sweepers. Our product offering represents the most comprehensive line-up of full-sized street sweepers for use in municipal, county highway and state DOT applications. Because of recent popularity of renting sweepers, we are offering rental option for our line of sweepers as well as the sale of late model used sweeper equipment.
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our focus is on street, highway, runway, construction, and large parking lot sweepers. Our subcategories include purpose-built, chassis-mounted diesel and alternative fuels including Compressed Natural Gas (CNG) and hybrid (electric) solutions. It should be noted that our sweepers have a comprehensive list of options and accessories that are available to customize our products for specific and geographic applications including waterless sweeping and high-altitude sweeping. These options are included in our offering.
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).	Crosswind 1 FSX - a specialty configuration to our crosswind product. We offer the FSX product to on our sweeper to support FAA compliance.
76	Describe any service contract options or extended warranties offered with your proposal.	N/A

Table 78: 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 checked="" type="radio"/> No	13 different models with optional variations for specific sweeping applications.	*
78	Sidewalk sweeper	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	13 different models with optional variations for specific sweeping applications.	*
79	Parking lot sweepers	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	13 different models with optional variations for specific sweeping applications.	*
80	Runway sweeping and cleaning equipment	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	We offer an option of our regen sweeper for higher speed runway and tarmac sweeping applications.	*
81	Litter, trash, and debris vacuums	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	Our regenerative air and pure vacuum sweepers are available with Catch basin hose that can add versatility to pick-up debris below surface grade or on/in street shoulders and parkways.	*
82	Optional equipment, accessories, supplies and replacement or wear parts (complimentary to proposers offering in 77-81 above).	<input type="radio"/> Yes <input type="radio"/> No	Service Parts are not currently offered.	*
83	Rental options (complimentary to proposers offering in 77-81 above)	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	Not directly through our Elgin contract but working with our rental contract Joe Johnson Equipment, Elgin rentals are offered.	*

Exceptions to Terms, Conditions, or Specifications Form

[Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.](#)

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](#) - Elgin Pricing.zip - Tuesday June 24, 2025 16:12:40
- [Financial Strength and Stability](#) - FSS 10K 2024.12.31.pdf - Tuesday June 24, 2025 16:03:47
- [Marketing Plan/Samples](#) - Marketing .png - Tuesday June 24, 2025 16:11:52
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Elgin Transaction doc examples.zip - Tuesday June 24, 2025 16:10:29
- [Upload Additional Document](#) - Elgin Warranty Statement.jpg - Tuesday June 24, 2025 16:10:57
- [Requested Exceptions](#) - Elgin Sweeper Contract 093021 DL 06192025.docx - Tuesday June 24, 2025 16:04:28

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. - Nickolaus Johanson, Sales and Operations Administrator, Elgin Sweeper Company - Subsidiary of Federal Signal

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