

**MASTER AGREEMENT #021726**

CATEGORY: Sewer Vacuum, Hydro-Excavation and Municipal Pumping Equipment with Related Accessories and Supplies
SUPPLIER: GapVax Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and GapVax Inc., 575 Central Avenue, Johnstown, PA 15902 (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 June 11, 2030, 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 #021726 to Participating Entities. In Scope solutions include:
 1. Sourcewell is seeking proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies principally intended or designed for the cleaning of sewer lines, catch basins and storm sewers, or for municipal pumping applications, such as:
 - a. Sewer vacuums;
 - b. Sewer jetters and rodders;
 - c. Hydro or air excavation equipment;
 - d. Combination sewer cleaning and hydro-excavation units;
 - e. Dewatering, mud, trash, and centrifugal pumps;
 - f. Other pumps used in lift station, sewage treatment, water treatment, or water collection facilities; and,
 - g. Accessories, supplies and replacement or wear parts related to the respondent's offering of solutions in sub-sections 1. a.- f. above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

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

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41

C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities

utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

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

- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under

this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

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

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

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, 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.

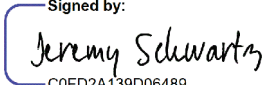
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

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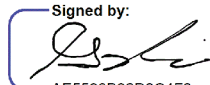
Sourcewell

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 6/10/2026 | 12:08 PM CDT

GapVax Inc.

Signed by:

AE5590B32D9C4F3...

By: _____
Gap Barbin
Title: President

Date: 6/10/2026 | 12:00 PM CDT

RFP 021726 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name: GapVax Inc
Address: 575 Central Ave.
Johnstown, PA 15902
Contact: Matt Hughes
Email: mhughes@gapvax.com
Phone: 814-535-6766 357
Fax: 814-539-3617
HST#: 25-1633228

Submission Details

Created On: Monday January 12, 2026 12:34:34
Submitted On: Friday February 13, 2026 11:51:07
Submitted By: Matt Hughes
Email: mhughes@gapvax.com
Transaction #: 32d73c61-3104-44f7-9ddf-37d4acd6d884
Submitter's IP Address: 147.243.76.213

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.	GapVax Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	There are no assumed names or DBA names.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 46XF4	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS Code 332420	
6	Proposer Physical Address:	GapVax Inc. 575 Central Avenue Johnstown, PA 15902	*
7	Proposer website address (or addresses):	www.gapvax.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):	Gap Barbin President GapVax Inc. 575 Central Ave. Johnstown, PA 15902 gbarbin@gapvax.com M 814-809-4388	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Matt Hughes Senior Vice President, Sales GapVax Inc. 575 Central Ave. Johnstown, PA 15902 mhughes@gapvax.com M 814-322-7724	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Betty Smith Vice President, Administration GapVax Inc. 575 Central Ave. Johnstown, PA 15902 betty@gapvax.com 814-535-6766 x322	*

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.	GapVax Inc.'s story begins not in a boardroom, but in the aftermath of one of the most devastating natural disasters in Pennsylvania history. In 1977, the Johnstown Flood struck with extraordinary force, dropping 11½ inches of rain in only 10 hours. A cascade of dam failures sent millions of gallons of water rushing through the steel town, claiming 76 lives and leaving factories, homes, churches, and essential infrastructure buried under mud and wreckage. In the aftermath, the community faced an urgent need for recovery, rebuilding, and dependable support. One local resident, Gary Poborsky, didn't wait for someone else to step in. He quit his job, purchased a used septic pumper truck, and went to work. Day after day, Gary helped clean flooded factories and churches, clear storm and sanitary sewers, and restore vital systems throughout Johnstown's residential and industrial neighborhoods. What began as one man, one truck, and a determination to help soon grew into GAP Pollution & Environmental Control, Inc. Through tireless effort—and unwavering support from his wife, Rose—Gary transformed that modest start-up into a full fleet of industrial vacuum and municipal sewer cleaning trucks. Today, GAP Pollution & Environmental Control is recognized as an industry leader, delivering wet/dry vacuuming, hydro excavation, and sewer cleaning services across North America. But the story didn't stop there. As operators themselves, Gary and Rose knew firsthand the frustration of unreliable equipment, excessive maintenance, and costly downtime. Rather than accept the status quo, they decided to build something better. In 1989, the first GapVax vacuum truck was introduced—engineered by people who actually used the equipment in the field. By 1994, GapVax Inc. became a full-fledged corporation. From day one, GapVax has been guided by a simple but powerful philosophy: design and build the highest-quality hydro excavation and sewer cleaning equipment with the lowest maintenance requirements and the lowest long-term cost of ownership. That operator-driven mindset continues to define every truck we build. As Gary and Rose approach their 50th year in business, they remind employees, dealers, vendors, and family members of the principle that started it all: companies succeed when they put people first—not only customers and employees, but entire communities. Just as Gary did in the days following the Johnstown Flood, GapVax remains committed to making a positive impact wherever we operate. As we expand into new markets and develop new products, we do so with a clear mission: To be good stewards of the communities where we work, live, and thrive.
12	What are your company's expectations in the event of an award?	We anticipate that current and future Sourcewell entities will choose GapVax products to strengthen their fleets with industry-leading equipment and confidently achieve their goals of safely exposing and cleaning underground utilities, storm sewers, and sanitary sewer systems. Backed by our ever-expanding dealer network, GapVax stands ready to support Sourcewell members with a consistent standard of excellence that reflects our corporate mission. Through this partnership, we look forward to building strong, lasting relationships with Sourcewell entities while continuing to grow our presence within the government and education markets.
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.	Please refer to the GAPVAX FINANCIAL INFORMATION file included with our proposal.

14	What is your US market share for the Solutions that you are proposing?	As a privately held, family-owned organization, GapVax Inc. considers detailed market and sales data to be confidential. However, we are pleased to share high-level information that demonstrates the company's sustained growth following the award of our first Sourcwell contract in 2018. Prior to the Sourcwell contract award, GapVax manufactured approximately 60 to 90 units annually. In anticipation of increased demand and to support long-term growth, the company completed two major capital expansion projects, adding approximately 160,000 square feet of manufacturing space. These investments significantly increased production capacity and enabled expanded sales activity. As a result, GapVax achieved average sales growth of approximately 16.5 percent per year from 2018 through 2025. This growth is primarily attributable to the increased market access provided by the Sourcwell contract and the expanded manufacturing infrastructure implemented to support that demand. Building on this momentum, GapVax initiated a third major capital expansion in July 2025 with the purchase of an additional 200,000 square feet of adjacent manufacturing space, along with 32 acres of neighboring property. This expansion further positions the company to support continued growth, operational efficiency, and long-term service to Sourcwell entities.	*
15	What is your Canadian market share for the Solutions that you are proposing?	As a privately held, family-owned organization, GapVax Inc. considers detailed market and sales data to be confidential. However, we are pleased to share high-level information that demonstrates the company's sustained growth following the award of our first Sourcwell contract in 2018. Prior to the Sourcwell contract award, GapVax manufactured approximately 60 to 90 units annually. In anticipation of increased demand and to support long-term growth, the company completed two major capital expansion projects, adding approximately 160,000 square feet of manufacturing space. These investments significantly increased production capacity and enabled expanded sales activity. As a result, GapVax achieved average sales growth of approximately 16.5 percent per year from 2018 through 2025. This growth is primarily attributable to the increased market access provided by the Sourcwell contract and the expanded manufacturing infrastructure implemented to support that demand. Building on this momentum, GapVax initiated a third major capital expansion in July 2025 with the purchase of an additional 200,000 square feet of adjacent manufacturing space, along with 32 acres of neighboring property. This expansion further positions the company to support continued growth, operational efficiency, and long-term service to Sourcwell entities.	*
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 Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	GapVax Inc. never petitioned for bankruptcy.	*
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) GapVax Inc. is the manufacturer of GapVax branded equipment. GapVax products are sold and supported through a network of independently owned and operated authorized dealers. These dealers are not owned by GapVax Inc. and operate as separate business entities. Each authorized dealer is responsible for managing the majority of the sales and post-sale process within their assigned territory, including customer consultation, equipment demonstrations, proposal development and quotation, order fulfillment, invoicing, delivery coordination, warranty support, and all routine and emergency service associated with GapVax equipment. This dealer-based model ensures that customers receive localized sales support and timely, knowledgeable service while maintaining consistent standards aligned with GapVax's product specifications, training requirements, and service expectations.	*

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.	GapVax Inc. holds all licenses and certifications required to manufacture, sell, and deliver the equipment contemplated by this RFP. All licenses and certifications are maintained in good standing and renewed in accordance with applicable federal, state, and local regulations. Manufacturing and Dealer Licenses: GapVax Inc. is licensed by the Commonwealth of Pennsylvania as a Vehicle Manufacturer and Vehicle Dealer. The company also holds applicable manufacturer, converter, and dealer licenses in additional states, including a Florida Manufacturer License, State of Texas Vehicle Dealer License, State of Texas Converter License, Louisiana Converter License, Oklahoma Motor Vehicle Commission – Authorized Manufacturer, and Kentucky Motor Vehicle Component License. Sales and Representative Licensing: GapVax Inc.'s Pennsylvania-based sales personnel hold Vehicle Representative licenses issued by the Commonwealth of Pennsylvania, as required. Inspection, Tax, and Business Licenses: GapVax Inc. maintains all required State Sales Tax Licenses, Business Privilege Licenses, and a Pennsylvania State Vehicle Inspection License. Industry Certifications: GapVax Inc. holds a National Association of Trailer Manufacturers (NATM) Certificate of Compliance, demonstrating adherence to applicable industry safety and manufacturing standards. OSHA Compliance: GapVax Inc. maintains workplace safety programs designed to comply with applicable Occupational Safety and Health Administration (OSHA) regulations. These programs include employee safety training, hazard communication, and adherence to federal and state occupational safety standards relevant to manufacturing and service operations. DOT, EPA, and NHTSA Compliance: Vehicles and equipment manufactured and sold by GapVax Inc. are designed and produced in compliance with applicable U.S. Department of Transportation (DOT), Environmental Protection Agency (EPA), and National Highway Traffic Safety Administration (NHTSA) regulations, including those governing vehicle safety, emissions, and labeling, as applicable to the products offered. Third Parties and Subcontractors: To the extent third-party vendors or subcontractors are utilized, GapVax Inc. requires that all such parties maintain all licenses, certifications, and regulatory compliance applicable to their scope of work. Compliance is verified as part of GapVax Inc.'s vendor qualification and oversight process. Corporate Registration: GapVax Inc. is registered and authorized to conduct business with the Secretary of State in each state where such registration is required. Supporting documentation for licenses, certifications, and compliance programs is available upon request.
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.	GapVax Inc. has no Suspension or Disbarment notices to report.

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	GapVax Inc. and its leadership have received the following industry awards and recognition within the past five years: 2026 – WWETT Young Professionals Award In 2026, Gap Barbin, President of GapVax Inc., was named a recipient of the WWETT Young Professionals Award. This award recognizes professionals under the age of 40 who are making a significant impact in the wastewater industry and are committed to driving advancements, innovation, and best practices within their field. This recognition reflects GapVax Inc.'s strong leadership development, forward-looking strategy, and long-term commitment to the wastewater industry. 2025 - Cambria Regional Chamber Award for Innovation GapVax Inc. was honored to receive the 2025 Cambria Regional Chamber Award for Innovation, recognizing our continued commitment to advancing the sewer cleaning and hydro-excavation industry through cutting-edge technology and customer-focused engineering. This award reflects GapVax's dedication to developing equipment solutions that improve operator productivity, increase uptime, and help municipalities and contractors work more efficiently and safely. As a company founded on real-world service experience and driven by continuous improvement, GapVax remains proud to be recognized as an industry leader in innovation within our region and across North America. 2023 – Pennsylvania Business Central – Top 100 People Gary A. Poborsky, founder and CEO of GapVax Inc., is widely recognized as a leading expert in the environmental remediation and industrial equipment sector, having transformed a local environmental service company into a global market leader in vacuum and sewer cleaning technology. Under his leadership, GapVax has expanded from its roots in Johnstown to serve customers across the United States and around the world, consistently bringing innovative products and methodologies to the industry. Poborsky's influence and contributions to business and manufacturing have been featured by PA Business Central, highlighting his role in driving the company's growth and technological leadership. 2021 – Ralph Macchio Lifetime Achievement Award In 2021, Gary Poborsky, founder and CEO of GapVax Inc., received the Ralph Macchio Lifetime Achievement Award at the WEQ Fair in York, Pennsylvania. Widely regarded as the wastewater industry's highest honor, the award recognizes Mr. Poborsky's 44 years of dedication, leadership, and contributions to the wastewater and vacuum equipment industry. The award represents peer recognition from within the industry and underscores GapVax Inc.'s longstanding reputation for quality, innovation, and service excellence. Additional Notable Recognition (Outside the Five-Year Period): 2016 – Gary and Rose Poborsky, Cambria Regional Chamber of Commerce Business Hall of Fame Inductees Gary and Rose Poborsky were inducted into the Cambria Regional Chamber of Commerce Business Hall of Fame in recognition of their extraordinary leadership and contributions to the cultural, civic, and economic growth of the region. While outside the five-year reporting period, this recognition reflects the foundational leadership and values that continue to guide GapVax Inc. today.	
21	What percentage of your sales are to the governmental sector in the past three years?	GapVax Inc.'s sales to the governmental sector over the past three years are as follows: • 2023: 41% • 2024: 59% • 2025: 54% Three-Year Average: 51% These figures demonstrate GapVax Inc.'s significant experience serving governmental customers across local, state, and federal levels.	
22	What percentage of your sales are to the education sector in the past three years?	GapVax Inc. chooses to combine the education sector into government sales. Our sales to the governmental sector over the past three years are as follows: • 2023: 41% • 2024: 59% • 2025: 54% Three-Year Average: 51% These figures demonstrate GapVax Inc.'s significant experience serving governmental customers across local, state, and federal levels.	
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Please see our GAPVAX COOPERATIVE PURCHASING CONTRACT LIST that has been uploaded as part of our proposal.	

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?	GapVax does not currently hold a General Services Administration (GSA) Schedule contract. However, GapVax Inc. works with an authorized dealer that holds a GSA Multiple Award Schedule, which may be utilized when GSA procurement vehicles are required by an entity. The sales volume over the last three years is: • 2023: \$0 • 2024: \$76,185.00 • 2025: \$465,015.00	*
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Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Fayetteville, AR	Ross Jackson	479-444-3494	*
City of Ventura, CA	Robert Barretto	805-861-6295	*
City of Lakeland, FL	Jonathan Turbeville	863-640-6280	*
City of Chula Vista, CA	Mark Sanchez	619-397-6025	
Hillsborough County, FL	John Appenzeller	813-714-0519	

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

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

Line Item	Question	Response *	
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26	Sales force.	Sales Team Structure and Government Market Focus The GapVax sales organization is heavily focused on the governmental market and plays a critical role in achieving the company's corporate sales objectives. The team consists of 4 Regional Sales Managers (RSMs) who oversee 20 authorized dealers (19 municipal government dealers and 1 federal government dealer) across the North American market. Regional Sales Manager Training and Expertise All RSMs complete an extensive factory-based training program prior to deployment. This program includes a minimum of 30 days on the manufacturing shop floor, during which RSMs shadow multiple operational disciplines. A significant portion of this training is conducted alongside the Quality Control team and includes in-depth exposure to inspection and validation processes such as testing, verification, adjustment, validation, test drives, and standard field repairs. This rigorous internal training program is highly valued by both customers and dealers, and GapVax RSMs are frequently recognized as among the most knowledgeable subject matter experts in the industry. Government Outreach and Dealer Support Following completion of training, RSMs are assigned to the governmental sector, where they develop and maintain relationships with city, county, and state fleet managers, sewer, water, and wastewater department leadership, and customers within federal and educational markets. RSMs also work closely with GapVax's dealer network to provide ongoing product training and to support a clear understanding of the Sourcewell cooperative purchasing process. While authorized GapVax dealers are ultimately responsible for promoting and supporting the products they sell, RSMs play an active role in enabling dealer success through technical expertise, sales support, and cooperative contract education. Sourcewell Contract Promotion With respect to the potential Sourcewell Sewer, Vacuum, and Hydro-Excavation Equipment contract, GapVax RSMs would actively promote the availability of the Sourcewell contract to state and local government agencies that do not have an existing state purchasing contract or that have limited product options under their current contracts. If awarded, GapVax will further promote Sourcewell throughout North America via our dealers and partners using current Sourcewell tools. Previous use of these resources was very helpful: 1. Sourcewell Sales Accelerator Seminar 2. Sourcewell University 3. Sourcewell New and Reclaimed Participating Agency Updates
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Dealer Network and Community Engagement GapVax dealers are recognized for their commitment to delivering best-in-class sales support and customer service. Our expanding dealer network is well positioned to support Sourcewell entities while upholding GapVax's corporate mission of being good stewards of the communities where we work, live, and thrive. GapVax dealers are independently owned businesses that serve as the primary link between GapVax and the end user. Each dealer operates within an exclusive territory and maintains a dedicated sales management team responsible for marketing and sales activities. In addition, all authorized GapVax dealers are required to stock replacement parts and provide in-house and/or on-site service and repair support to ensure timely and reliable customer service. Example of Community Stewardship Tina and Cory McDonough of One.7, a GapVax dealer located in Ravensdale, Washington, exemplify GapVax's commitment to community stewardship. Their dedication to cancer awareness led to the establishment of the Valley Girls & Guys Foundation, which has grown from a small initiative into a well-established community service organization serving the Pacific Northwest. Their efforts reflect the values GapVax encourages throughout its dealer network. While not every dealer operates a nonprofit organization, GapVax actively promotes community engagement and considers community involvement and service as factors when evaluating dealer success and alignment with corporate values. Dealer Coverage GapVax maintains 20 authorized dealer locations across North America, providing broad geographic coverage and responsive local support for Sourcewell entities. A complete list of authorized dealers is provided in the attached GAPVAX DEALER AND SERVICE MAP. Additional information regarding One.7 is included in the attached GAPVAX MEET THE DEALER – ONE.7 document.

28	Service force.	In addition to two factory-owned service centers—one located in Pennsylvania and one located outside of Houston, Texas—GapVax Inc. utilizes a robust network of authorized channel partners to provide service, repair, and warranty support to end-user customers. To support the needs of Sourcewell entities, GapVax's governmental sales sector includes 20 authorized dealers across the United States and Canada. These dealers serve as the primary local support resource for sales, service coordination, and customer assistance. In addition, GapVax utilizes 27 factory-authorized service and repair facilities that provide supplemental support beyond the dealer network. These independently owned facilities offer in-house and/or on-site service, repair, warranty work, and equipment rental, providing added redundancy and flexibility to meet customer needs. Together, this combined service network functions as a "force multiplier," ensuring responsive service coverage while also identifying opportunities to further support customer operations through equipment optimization and lifecycle support. A complete list of authorized dealers and service providers, including their locations and headcount, is included in the attached file "GAPVAX DEALER AND SERVICE MAP."
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Ordering Process and Roles Sourcewell entities will utilize GapVax Inc.'s established Dealer-to-Government ordering process. Orders are supported by authorized GapVax dealers, with GapVax Inc. maintaining oversight of engineering, production, and contract compliance. Step 1 – Quotation Development The ordering process begins with the GapVax quotation document, which is maintained and updated within GapVax's secure, web-based dealer portal. Authorized GapVax dealers download the current document revision and work directly with the Sourcewell entity to develop a configuration that meets the entity's operational requirements and aligns with the Sourcewell contract. Step 2 – Engineering Review and Approval Once the quotation is finalized, it is submitted to GapVax Inc. for engineering review. GapVax's engineering team evaluates the proposed configuration to ensure technical compliance, feasibility, and conformance with manufacturing and quality standards. Upon approval, the quotation is logged into GapVax's document control system and prepared to accept a purchase order. Step 3 – Purchase Order Submission Following engineering approval, the Sourcewell entity or the authorized GapVax dealer submits a purchase order to the assigned GapVax Regional Sales Manager for processing. The purchase order must reference the applicable Sourcewell contract number. Centralized receipt of purchase orders through the Regional Sales Manager ensures accurate order entry, order tracking, and quarterly contract reporting. Step 4 – Production and Delivery Coordination After receipt of the purchase order, GapVax proceeds with production. Upon completion, delivery is coordinated by either GapVax Inc. or the authorized dealer, in coordination with the Sourcewell entity, to ensure proper scheduling and acceptance. Step 5 – Invoicing Upon final acceptance of the equipment, GapVax Inc., at its discretion, may invoice the Sourcewell entity directly or elect to have the authorized GapVax dealer invoice the entity. All invoices refer to the applicable Sourcewell contract number. Step 6 – After-Sales Support As an added benefit to Sourcewell entities, the GapVax website provides access to Sourcewell contract pricing for replacement parts, consumables, and wear items. This transparency allows Sourcewell entities that choose to perform in-house service and repairs to easily identify applicable contract pricing while maintaining flexibility in how ongoing maintenance is performed. A sample is included in the attached document: GAPVAX SOURCEWELL PARTS LIST. Roles Summary - GapVax Inc.: Engineering approval, manufacturing, quality control, order tracking, contract compliance, reporting, and invoicing (as applicable). - Authorized Dealers: Quotation development, customer coordination, delivery support, and ongoing service and support. - Sourcewell Entity: Purchase order issuance and final acceptance.

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.	Unless a Sourcewell entity is located within the geographic service area of one of GapVax's two factory-direct service centers, all warranty, service, and repair support is provided through GapVax's nationwide network of authorized dealers or its 27 factory-authorized service, warranty, and repair centers. The preferred method for scheduling warranty, service, or repair work is to contact the servicing dealer or authorized service center in advance. Some locations offer drive-in service, while others provide field service capabilities that allow service work to be performed at the customer's site. GapVax's standard directive to its dealers and service providers is to respond within 24 hours of the customer's initial request. Requests made directly to GapVax by Sourcewell entities or their dealers will be acknowledged by GapVax in 4 hours. Actual completion time depends on the scope and complexity of the required service or repair. To ensure consistent support, GapVax maintains US-based corporate service representatives (average tenure of 10 years) available 24 hours a day, 7 days a week to assist customers, dealers, and authorized service centers. While post-sale service is primarily delivered through the dealer or service network, this around-the-clock corporate support ensures a consistent customer experience across all locations. Service-related issues may be escalated through GapVax's management structure, including the Regional Sales Manager, General Manager of Warranty and Service, Vice President of Sales, and, if necessary, the company President, to ensure timely and effective resolution. GapVax maintains service performance standards for its authorized dealers and service providers, including expectations related to responsiveness, technical competency, and customer satisfaction. Dealer and service provider performance is monitored through service feedback, warranty activity, and ongoing interaction with GapVax's service and sales management teams. Continued authorization is contingent upon meeting GapVax's service quality expectations, and additional training or corrective action is implemented when needed to maintain consistent service levels for Sourcewell entities. To further a high level of customer service experience, GapVax has implemented our Sourcewell Member Success Program, which includes: • Dedicated Sourcewell cooperative purchasing specialist • Contract-ready quotation turnaround within 48 hours • Warranty uptime pledge with immediate replacement shipment within 24 hours for stocked items • In-stock common municipal wear parts shipped same day if ordered by 2 PM • Service request acknowledgement by GapVax within 4 business hours A complete list of authorized dealers and service centers is provided in the attached GAPVAX DEALER AND SERVICE MAP.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	GapVax Inc. has both the operational capacity and organizational commitment to provide its products and services to Sourcewell participating entities across North America. GapVax's government sales organization includes 4 Regional Sales Managers who oversee 20 authorized government dealers serving municipal, state, federal, and educational customers. This structure enables localized sales support while maintaining centralized oversight and consistency. If awarded a Sourcewell contract, GapVax will actively promote the availability of the contract to current and future government and educational entities throughout North America. Regional Sales Managers will work directly with dealers and customers to ensure awareness of the cooperative purchasing option and to facilitate efficient, compliant procurement. In addition to its dealer network, GapVax utilizes factory-authorized service and repair facilities to provide supplemental support beyond dealer coverage. This layered service model enhances responsiveness, ensures continuity of support, and allows GapVax to scale service resources as demand increases. Together, GapVax's sales and service teams function as a "force multiplier," delivering first-class sales support while also identifying opportunities to enhance customer operations through responsive service, repair, and warranty support.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	GapVax Inc. has the operational capacity and organizational commitment to provide its products and services to Sourcewell participating entities in Canada. GapVax's government sales organization includes Regional Sales Managers who support authorized Canadian dealers serving municipal, provincial, federal, and educational customers. This structure provides localized sales and service support while maintaining centralized oversight and consistency across North America. If awarded a Sourcewell contract, GapVax will actively promote the availability of the contract to eligible Canadian public-sector entities. GapVax's authorized Canadian dealers utilize Canoe Procurement Group of Canada, which reciprocates with Sourcewell, enabling Canadian participating entities to access GapVax products through a compliant cooperative purchasing framework. GapVax remains fully committed to supporting Sourcewell participating entities in Canada through cooperative purchasing, responsive sales support, and a robust service infrastructure.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	GapVax will promote the use of the awarded Sourcewell contract to all current and future entities in the United States, including Alaska and Hawaii, and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	GapVax will promote the use of the awarded Sourcewell contract to all current and future entities in all participating entity sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	GapVax will serve all current and future Sourcewell entities and market segments in Hawaii, Alaska, U.S. territories, and Canada. Factory freight will be calculated at quoting and will be included on the quote to the Sourcewell entity.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Depending on the entity and its nonprofit status, GapVax will extend the terms of the awarded master agreement, provided the entity is eligible to participate in accordance with local, regional, and federal guidelines.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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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.	GapVax promotes Sourcewell-awarded contracts through a coordinated, multi-channel marketing strategy that combines an extensive authorized dealer network, factory-direct sales representatives, and targeted internal and external marketing initiatives. This integrated approach ensures broad visibility of Sourcewell purchasing solutions across municipal, governmental, and educational markets nationwide. Marketing is central to GapVax's growth strategy. To support this focus, GapVax employs a full-time, in-house marketing manager dedicated exclusively to branding, advertising, dealer support, and Sourcewell promotion. Our Sourcewell marketing efforts will be executed through the following channels: Advertising & Publications • Cleaner • Dig Different • Municipal Sewer & Water • WJTA Membership Directory Industry Memberships & Buyer Guides • Water Jet Technology Association (WJTA) • American Public Works Association (APWA) • APWA Buyers' Guide Trade Shows & Events • WWETT – Water & Wastewater Equipment Treatment & Transport Show • WJTA-IMCA Conference & Expo • PWX – Public Works Expo • APWA Regional Shows • The Utility Expo • Tri-State Seminar • PA Safety Days • 3 Rivers Wet Weather Sewer Expo • Numerous regional and local shows supported by authorized dealers Direct & Digital Marketing • Direct Mail • E-Blasts (see attached file: GAPVAX G-NEWS NEWSLETTER) • GapVax corporate website (see attached file: GAPVAX WEBSITE) • Dealer web portal with direct Sourcewell contract links Public Relations • Local and regional news releases • National distribution via PR Newswire Social Media • Facebook, LinkedIn, Instagram, YouTube, TikTok • Regular content sharing and reposting through dealer social channels to expand Sourcewell awareness GapVax complements its marketing initiatives with a boots-on-the-ground sales strategy. Factory-direct sales representatives and authorized dealers work collaboratively to educate customers on GapVax solutions and to accelerate purchasing through Sourcewell's cooperative contracting process. Sales representatives are trained not only on product features, but also on helping customers eliminate lengthy bid processes by leveraging Sourcewell contracts. To further support Sourcewell utilization, GapVax provides dealers with a dedicated internal contract resource knowledgeable in state and national cooperative purchasing programs, ensuring timely and accurate support throughout the sales process. Through its integrated approach—combining trained sales professionals, nationwide dealer coverage, and continuous marketing outreach—GapVax effectively promotes Sourcewell-awarded contracts and drives consistent adoption among participating entities. See attached file: GAPVAX MARKETING SAMPLE
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38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	GapVax uses advanced digital technology and data-driven strategies to enhance marketing effectiveness and increase visibility of Sourcewell-related solutions. We partner with WebFX, a full-service digital marketing agency specializing in search engine optimization (SEO), metadata strategy, content development, and analytics. Through this partnership, GapVax improves its online presence and ensures Sourcewell contract offerings are more discoverable by target audiences. WebFX conducts comprehensive SEO and metadata optimization, including keyword research and on-page optimization of title tags and meta descriptions, so GapVax content ranks higher in relevant search results. These efforts drive qualified organic traffic to GapVax's website and help Sourcewell-related pages reach customers actively seeking procurement solutions online. WebFX also supports GapVax with blog and content marketing strategies that incorporate high-value keywords to engage potential buyers, answer customer questions, and position GapVax as a knowledgeable industry resource. This content is designed to improve search visibility and better reflect buying intent, which enhances lead generation and customer engagement. In addition to SEO and content, WebFX provides GapVax with data analytics and reporting dashboards that measure performance, track key metrics (such as web traffic, keyword rankings, and conversions), and inform future digital marketing decisions. This data-informed approach helps GapVax refine campaigns over time and maximize marketing ROI. GapVax also leverages social media and metadata insights across platforms such as LinkedIn, Facebook, Instagram, YouTube, and TikTok to increase Sourcewell awareness, distribute content organically, and engage with key audiences. Social media content is optimized with analytics and platform-specific metadata to improve visibility and reach. Through a combination of SEO, metadata optimization, content marketing, analytics, and social media engagement, GapVax utilizes modern digital tools and data insights to amplify its marketing efforts and drive interest in Sourcewell contract opportunities.
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Our view of Sourcewell's role in promoting contracts arising from this RFP includes a broad-coverage public relations announcement of the contract award. Additionally, for optimum coverage, Sourcewell may issue individual news releases to each contract holder, allowing them to distribute the announcements through their own public relations channels. The integration of Sourcewell into our sales process is an ongoing activity that exists today. Sourcewell plays a key role in supporting our Regional Sales Managers in their efforts to capture new Sourcewell entities, support existing Sourcewell entities, and continuously educating our dealer network. In the past, we have included the following tools in our plan: 1. Sourcewell Sales Accelerator Seminar 2. Sourcewell University 3. Sourcewell New & Reclaimed Participating Agency Updates Going forward, we will utilize the current Sourcewell tools and resources available to us, as well as invite our Sourcewell Contract Administrator to present Sourcewell's cooperative purchasing advantages at our corporate dealer meeting, regional dealer meetings, and corporate open house events. To further strengthen Sourcewell utilization and ensure a best-in-class member experience, GapVax has implemented our Sourcewell Member Success Program, which includes: • Dedicated Sourcewell cooperative purchasing specialist • Contract-ready quotation turnaround within 48 hours • Warranty uptime pledge with replacement component shipment initiated within 24 hours for stocked items • In-stock common municipal wear parts shipped same day when ordered by 2:00 PM • Service request acknowledgement within 4 business hours GapVax will continue to integrate Sourcewell display materials—including Sourcewell flags, door magnets, and related signage—into the multiple trade show events we participate in each year, further promoting our ongoing, successful relationship with Sourcewell and the public-sector entities it represents. An additional, unique promotional activity occurs annually at the WWETT Conference in Indianapolis, where our Sourcewell Contract Administrator presents the "Sourcewell MVP Award" to the GapVax dealer achieving the highest annual contract sales. This award has become highly sought after within our dealer network, naturally fostering Sourcewell awareness, engagement, and healthy competition.

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	GapVax solutions are not currently available through an automated e-procurement ordering platform for governmental or educational customers. GapVax equipment is highly configurable, with hundreds of potential equipment combinations available. Without the guidance of a knowledgeable GapVax dealer, these options could easily overwhelm end users and increase the risk of misconfiguration. For this reason, most governmental and educational customers prefer to work directly with an authorized GapVax dealer to ensure the equipment specified and ordered is properly configured to meet their operational requirements. That said, GapVax recognizes the continued evolution of procurement technology and anticipates that future e-procurement platforms will advance to better accommodate complex, made-to-order equipment solutions and integrate more seamlessly with customer procurement systems. As these capabilities mature, GapVax remains open to evaluating e-procurement options that preserve configuration accuracy while maintaining the high level of service and technical support our customers expect.	*
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	A significant portion of GapVax's government sales is supported through our authorized dealer network. These dealers are independent business owners and provide varying levels of training and support to Sourcewell participating entities. At a minimum, 1 full day of on-site operator training is included with the purchase of GapVax equipment. In many cases, dealers also provide an additional day of classroom-style training at no additional cost, depending on the dealer and customer's needs. Sourcewell participating entities also have access to GapVax's 24-hour phone support. Calls received outside of standard business hours are handled by an answering service, which immediately contacts an on-call GapVax employee to address urgent customer needs. In addition to dealer-provided training, GapVax offers in-depth factory training programs at a reasonable cost to the end user. These sessions are conducted at our newly expanded training department at GapVax's headquarters in Johnstown, Pennsylvania. Training dates vary annually and are announced in advance. Factory training topics include: • Operator Basic Maintenance • Operator Basic Troubleshooting • Mechanic Basic Maintenance • Mechanic Basic Troubleshooting When necessary, factory training can also be delivered at the end user's location. From time to time, often coinciding with seasonal operating changes, our dealers host in-person training sessions or share GapVax-focused training videos through their social media channels. These sessions and videos provide timely operational guidance and reinforce best practices for equipment use and maintenance. Attached is a sample of a joint training session announcement titled GAPVAX TRAINING FLYER.	*

42	Describe any technological advances that your proposed Solutions offer.	GapVax's most advanced technological solutions are centered on conservation, efficiency, and operational effectiveness. Today's public-sector agencies are under constant pressure to save time, conserve water resources, improve safety, and reduce overall operating costs. Recognizing these priorities as the future of the industry, GapVax has partnered with several cutting-edge manufacturers from Europe and Canada to bring proven, innovative technologies to the North American market. Water Recycling Technology – Recycle JetVac Wiedemann Enviro-Tec of Germany—the inventor of water recycling technology for sewer cleaning equipment—has licensed GapVax to manufacture the Recycle JetVac in North America. The GapVax Recycle JetVac is the only sewer cleaning recycling truck on the market that does not rely on mechanical filters or disposable filter cartridges as part of its water treatment system. Instead, the system utilizes Wiedemann's proven sedimentation-based recycling process to clean and reuse collected water. This design eliminates downtime caused by clogged or failed filters due to grease, sand, or clay buildup. As a result, operators can clean pipe continuously, dramatically reducing water consumption, job time, and operational interruptions. Pipe cleaning tasks that once took several hours and consumed thousands of gallons of fresh water can now be completed more quickly and efficiently. Combined Sewer Cleaning and Inspection – Envirobot Viper GapVax has also partnered with Envirobot of Germany to introduce advanced sewer cleaning and inspection technology to North America. The Envirobot Viper system allows operators to insert a sewer cleaning nozzle equipped with live video into the pipe and propel it forward using high-pressure water supplied by GapVax sewer cleaning equipment. Traditionally, sewer cleaning and inspection required two separate operations—cleaning the pipe first, followed by inspection using a robotic crawler. By integrating the Viper system onto GapVax GJET, G7, G7T, and MC units, both cleaning and inspection can be performed simultaneously in a single pass. This approach significantly reduces water usage, fuel consumption, job time, and labor costs. Additionally, this combined operation reduces safety risks by minimizing lane closures, equipment handling, and time spent working in high-traffic areas. A unique capability of the Viper system is its ability to be steered into branch and lateral lines, allowing operators to enter a mainline sewer and then navigate into smaller intersecting pipes—such as 4-inch laterals—while continuing to clean and inspect the pipe. Prior to the Viper's development, these tasks required expensive, maintenance-intensive robotic crawler systems with lateral launch attachments. One-Pass Cleaning and Inspection Technology – ZipCam 360 GapVax also introduced the ZipCam 360 system, manufactured by CanExplore of Quebec City, Canada, to the U.S. market. Like the Viper, the ZipCam 360 is designed to perform sewer cleaning and inspection simultaneously in a single pass. The ZipCam 360 is a nozzle-mounted camera propelled by high-pressure water from GapVax sewer cleaning equipment. It captures 360-degree high-definition video as it moves through the pipe and provides PACP-compatible footage with accurate distance measurements. Inspection coding can be completed later in an office environment rather than from an inspection vehicle in active traffic lanes, further improving safety and efficiency. Right-Sized Equipment Innovations In 2025 and 2026, GapVax introduced two new core products in response to customer demand for smaller, more agile equipment solutions: • G7T – A non-CDL, truck-mounted sewer jetter offering a right-sized solution for Sourcwell participating entities. • MC Lite – A non-CDL combination sewer cleaner that integrates both sewer jetting and vacuum capabilities into a single unit. These units are ideal for Sourcwell entities that either do not have the budget for Class 7 or Class 8 trucks or face challenges recruiting and retaining operators with Commercial Driver's Licenses (CDLs). By eliminating CDL requirements, these solutions help agencies address workforce shortages while still maintaining effective sewer maintenance capabilities.
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Guided by our corporate mission of "being good stewards of the communities where we work, live, and thrive," GapVax has made long-term environmental responsibility a core consideration in both our facility investments and our equipment solutions. Brownfield Redevelopment and Adaptive Reuse As part of our expansion strategy, GapVax intentionally chose to redevelop brownfield sites rather than build on undeveloped land. According to the Johnstown Redevelopment Authority, brownfield redevelopment increases the local tax base, facilitates job growth, utilizes existing infrastructure, reduces development pressure on open land, and improves environmental conditions—an especially important consideration in landlocked communities such as Johnstown, Pennsylvania. GapVax completed major capital expansion projects in 2017, 2020, and began a third

	project in 2025, repurposing historic, turn-of-the-century steel mill buildings that were previously in disrepair. These facilities were transformed into modern manufacturing operations totaling approximately 360,000 square feet across 35 acres. By some estimates, every acre of redeveloped brownfield preserves approximately 4.5 acres of open space. Oversight Agencies: • Johnstown Redevelopment Authority • Pennsylvania Department of Environmental Protection (DEP) Energy-Efficient Building Systems Several energy-conscious initiatives were incorporated into the design and construction of these facilities. Manufacturing shop floors utilize radiant heating systems powered by high-efficiency 95% AFUE boilers, which consume significantly less energy than conventional heating methods. Radiant heat is especially efficient in manufacturing environments where large overhead doors are frequently opened to reposition equipment. GapVax has also implemented plant-wide energy-efficient LED lighting to further reduce overall electricity consumption. Reference Standards: • Manufacturer efficiency ratings (AFUE) • Local building and energy code compliance Water Quality Protection and Roofing Design When selecting roofing materials for our expanded facilities, GapVax carefully considered the impact of stormwater runoff temperature on nearby waterways, particularly the historic Stonycreek River, which runs adjacent to our entire property. During the period of heavy industrial expansion from the late 1800s through the 1980, elevated water temperatures caused by industrial activity and heat-absorbing infrastructure contributed to conditions that prevented many native cold-water fish species from surviving in regional streams. Increased runoff temperatures reduced dissolved oxygen levels and disrupted aquatic ecosystems, significantly impacting species such as native brook trout that depend on cool, clean water. To help mitigate these impacts, GapVax selected light-colored roofing materials that reduce heat absorption and lower the temperature of rainwater runoff captured on our facility roofs. Reduced runoff temperatures help protect downstream water quality and support ongoing watershed restoration efforts. These design decisions align with broader regional conservation initiatives aimed at restoring aquatic habitats and preserving native species in waterways historically affected by industrial use. The Stonycreek River—once heavily impacted by coal mining, steelmaking, and logging—has become a notable example of successful environmental recovery. According to the Somerset Conservation District, sustained public and private conservation efforts have resulted in measurable improvements in water quality across the watershed, demonstrating the positive impact of long-term stewardship and responsible industrial practices. Reference Organization: • Somerset Conservation District Manufacturing Process Improvements GapVax has invested approximately \$4 million in a state-of-the-art, high-efficiency paint system designed to reduce VOC emissions. A computer-controlled paint mixing system further minimizes waste by producing precise quantities of paint for each application. Additional plant-wide initiatives include: • Conversion of outdated cranes from inefficient DC power to high-efficiency AC power • Reuse and recycling programs for cardboard shipping materials and containers • Plant-wide plastic and aluminum recycling programs • A closed-loop water system that captures and reuses water in quality-control test bays Renewable Energy Investment GapVax is under contract with US Solar Development to install an 848-kW rooftop solar array at its Johnstown facility. The system will include 1,426 VSUN 595-watt monocrystalline bifacial solar panels and is expected to generate approximately 984 MWh of clean electric power annually, offsetting approximately 56% of GapVax's current electrical usage. Once installed, the system will significantly reduce reliance on fossil fuels, lower greenhouse gas emissions and air pollutants, and decrease urban heat island effects. GapVax has received approval from the Pennsylvania Electric Company (Penelec) for the required interconnection study and plans to proceed with installation in 2026. Oversight / Utility Approval: • Pennsylvania Electric Company (Penelec) • Local electrical and interconnection authorities
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44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	GapVax equipment included in this proposal does not carry standalone third-party eco-labels such as ENERGY STAR or cradle-to-cradle certifications. However, the Solutions incorporate major components that meet or exceed recognized third-party environmental and emissions standards. All GapVax products offered are compliant with U.S. Environmental Protection Agency (EPA) Tier 4 Final emissions requirements and applicable California Air Resources Board (CARB) regulations. These standards are among the most stringent emissions controls for off-road and vocational engines in North America and are designed to significantly reduce nitrogen oxides (NOx), particulate matter (PM), and other harmful emissions. In addition, GapVax offers equipment configured with clean-burning compressed natural gas (CNG) engines as an alternative to traditional diesel power. CNG-powered units further reduce greenhouse gas emissions, particulate emissions, and overall environmental impact while supporting municipal sustainability and air-quality goals.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	One of GapVax's most distinctive attributes—and one that strongly benefits Sourcewell participating entities—is our ownership and governance structure. GapVax is, and always has been, a family-owned business, complemented by an Employee Stock Ownership Plan (ESOP) that gives our employees a direct stake in the company's long-term success. This structure creates a measurable advantage for Sourcewell entities. Our employee-owners are incentivized to think and act like partners to our customers—prioritizing uptime, safety, responsiveness, and long-term value over short-term gains. The result is a deeply ingrained customer-first culture that translates into higher service quality, stronger accountability, and better lifecycle outcomes for municipal and public-sector fleets. Unlike many providers in our industry, GapVax is not owned or controlled by private equity or public shareholders. This independence allows us to make decisions quickly and deliberately based on the evolving needs of Sourcewell entities, rather than external investor pressures or quarterly earnings targets. We are able to adapt product configurations, service strategies, and support resources in real time to meet specific operational challenges faced by municipalities and contractors. Equally important is our long-standing commitment to being responsible stewards of the communities where we work, live, and thrive. This philosophy portrays how we design our equipment, support our customers, and invest in our workforce. Because ownership and decision-making remain close to the customer, we maintain a long-term perspective that emphasizes reliability, durability, and serviceability—critical priorities for public agencies responsible for essential infrastructure. This combination of family ownership, employee ownership, operational flexibility, and community stewardship enables GapVax to deliver solutions that are not only competitive, but aligned with Sourcewell's mission to provide trusted, high-value procurement options for its participating entities. Another unique attribute that Sourcewell participating entities consistently identify as value-added is GapVax's deep operational background as a service provider. GapVax's lineage dates back to 1977, when our owner and CEO, Gary Poborsky, founded an industrial and municipal cleaning business and spent decades operating equipment in real-world field conditions. This service-first origin fundamentally shapes how GapVax designs, builds, and supports its equipment today. Unlike manufacturers whose experience is limited to engineering or sales, GapVax brings a true end-user perspective to every product decision. We understand not only how equipment should perform in theory, but how it is actually used on job sites—often under demanding conditions, tight timelines, and public accountability. Because we have personally operated the types of equipment we manufacture, GapVax offers customers practical, real-world expertise that goes beyond the equipment itself. This includes: • Job setup and configuration based on site conditions • Safe operating practices developed through hands-on experience • Proven approaches to managing complex or unpredictable projects • Practical “tricks of the trade” gained over decades of field work This knowledge is shared with customers as part of our standard engagement and support—at no additional cost—and helps Sourcewell entities improve job efficiency, reduce operational risk, and avoid common pitfalls that can lead to downtime, safety incidents, or increased lifecycle costs. GapVax's service-provider background also enhances our ability to support customers when challenges arise. Having managed jobs ourselves, we understand how to adapt in the field, overcome unexpected obstacles, and keep critical operations moving forward. This perspective enables us to serve as a true partner rather than simply an equipment supplier. In short, GapVax has quite literally “walked in our customers' shoes.” That experience allows us to deliver equipment and guidance that reflect how work is actually performed—helping

Sourcewell participating entities operate more safely, efficiently, and confidently while maintaining essential infrastructure.

Finally, GapVax is distinguished by the depth and breadth of our product portfolio, which enables our dealers and sales managers to serve as a single, trusted source for Sourcewell participating entities. This comprehensive offering allows public agencies to address a wide range of operational needs through one manufacturer, one contract vehicle, and one support ecosystem.

GapVax offers solutions across the full spectrum of industrial vacuum and sewer cleaning applications—from small trailer-mounted sewer jetters to large-scale combination trucks, as well as multiple configurations in between. This breadth ensures that Sourcewell entities can select equipment that is properly sized and configured for their specific operational requirements, rather than being forced into one-size-fits-all solutions.

For Sourcewell participating entities, this total-solution capability delivers meaningful advantages, including:

- Simplified procurement through a single Sourcewell-awarded manufacturer
- Consistent specifications and operational standards across fleets
- Improved training efficiency for operators and maintenance personnel
- Reduced parts, service, and lifecycle complexity
- Greater flexibility to scale or adapt fleets as operational demands change

Because GapVax designs and manufactures a broad range of equipment internally, our team is able to help Sourcewell entities evaluate trade-offs, align equipment selection with real-world use cases, and avoid over- or under-specifying assets. This consultative approach helps maximize return on investment while supporting safe, efficient, and reliable operations.

Equally important, GapVax's extensive product lineup enables long-term fleet planning. As Sourcewell entities' needs evolve, they can continue working within the GapVax platform -- maintaining continuity in training, service support, and operational familiarity -- rather than re-procuring from multiple manufacturers with differing standards and support models.

In short, GapVax's comprehensive equipment offering empowers our dealers and sales managers to act as true solution providers, delivering tailored, scalable, and mission-ready solutions that support Sourcewell entities in maintaining critical infrastructure with confidence.

46	Describe any product or equipment features that improve operator safety.	GapVax sewer cleaning and vacuum equipment is designed with multiple features that enhance operator safety, reduce the risk of injury, and support safer jobsite operations. Static Dissipation and Grounding Protection: GapVax equipment is designed to support grounding measures, including grounding cables and connections, to help dissipate static electricity buildup during operation. Proper grounding reduces the likelihood of static discharge that could contribute to unexpected sparks or accidental arcing in environments with flammable gases or combustible dust. Effective static control is a recognized industrial safety practice to mitigate ignition risks on heavy equipment. Operator-Focused Design Features: Many GapVax models incorporate ergonomic and stability-enhancing design elements. For example: • Hose reels, high-pressure components, and control panels are positioned to minimize operator reach and reduce physical strain. • Front-mounted hose reels and extended frame rails help place critical components away from the operator's cab while providing improved strength and balance. This contributes to safer maneuvering and maintenance activities and can also reduce operator noise exposure from the chassis engine. Safety Interlocks and Control Systems: Selected GapVax models are available with control interlocks and engine protection monitoring to help operators manage equipment functions safely. Body-up and boom-up alarms are available to alert operators to these conditions before vehicle movement. Fold-down safety ladders are available to provide safer access to the top of the equipment. Standard body and tailgate props are supplied to allow operators and mechanics to safely work around, under, or near these areas during dumping, cleaning, service, or maintenance. Reduced Exposure Through Combined Operations: Advanced technologies such as integrated sewer cleaning and inspection systems (e.g., Envirobot Viper and Zipcam 360) reduce the need for multiple pieces of equipment and separate inspection operations. This approach decreases personnel exposure to traffic, confined spaces, and other job-site hazards by allowing cleaning and inspection to be completed in a single pass, minimizing time spent in the work zone. Support and Training for Safe Operation: In addition to engineered safety features, GapVax emphasizes operator training and support. Comprehensive orientation and hands-on training provided through our dealer network and factory programs help ensure operators understand safe procedures, proper equipment controls, and recommended maintenance practices—key components of overall safety performance. Integration of Chassis OEM Safety Features: GapVax requests and incorporates chassis OEM safety enhancements into our equipment specifications whenever possible. Our engineering team upfits and integrates these features directly into the chassis manufacturer's safety systems to ensure seamless operation and maximum protection for operators and the public. GapVax also strives to establish minimum chassis specifications that exceed anticipated loading and operating conditions across municipal and contractor applications. One example is the inclusion of air disc brakes, which GapVax has prioritized in our chassis specifications to improve stopping performance and overall safety. In addition, GapVax continues to evaluate emerging OEM technologies such as pedestrian detection and crash avoidance systems, with the goal of incorporating advanced safety features as they become available and proven for vocational truck applications.
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47	Describe any product or equipment innovations that increase uptime and operator productivity.	Water Recycling Technology – Recycle JetVac: The GapVax Recycle JetVac is the only sewer cleaning recycling truck on the market that does not rely on mechanical filters or disposable filter cartridges as part of its water treatment system. Instead, the system utilizes a proven sedimentation-based recycling process to clean and reuse collected water. This design eliminates downtime caused by clogged or failed filters due to grease, sand, or clay buildup. As a result, operators can clean pipe continuously, dramatically reducing water consumption, job time, and operational interruptions. Continuous recycling also means crews no longer lose valuable time stopping at hydrants for water refills every 30–45 minutes, which is typically required with traditional sewer cleaning operations. Pipe cleaning tasks that once took several hours and consumed thousands of gallons of fresh water can now be completed more quickly and efficiently, maximizing uptime and operator productivity. Combined Sewer Cleaning + Inspection – Envirobot Viper System: GapVax has partnered with Envirobot of Germany to introduce the Viper, an industry-leading technology that integrates live inspection directly into the cleaning process. The Viper system allows operators to insert a sewer cleaning nozzle equipped with real-time video into the pipe and propel it forward using high-pressure water supplied by GapVax equipment. Traditionally, sewer maintenance required two separate operations: 1. Cleaning the pipe 2. Returning later with a robotic crawler for inspection By integrating the Viper system onto GapVax GJET, G7, G7T, and MC platforms, municipalities can perform cleaning and inspection simultaneously in one pass, resulting in: • Reduced labor requirements and equipment deployment • Lower fuel and water usage • Faster project completion with fewer mobilizations • Improved crew efficiency and lower lifecycle costs This combined operation also improves safety by reducing lane closures, minimizing equipment handling, and limiting time spent working in high-traffic environments. A unique capability of the Viper is its ability to be steered into branch and lateral lines, allowing operators to clean and inspect smaller intersecting pipes (including 4-inch laterals) without the need for expensive crawler systems or lateral launch attachments. One-Pass Cleaning and Inspection Technology – Zipcam 360: GapVax also introduced the Zipcam 360, manufactured by CanExplore (Quebec City, Canada), to further enhance municipal productivity. Like the Viper, Zipcam enables simultaneous cleaning and inspection in a single operation. This nozzle-mounted camera is propelled by high-pressure water and captures 360-degree high-definition video throughout the pipe. Key productivity advantages include: • PACP-compatible inspection footage with accurate distance measurement • Eliminates the need for a separate inspection vehicle in active traffic lanes • Allows inspection coding to be completed later in an office environment • Improves operator safety and reduces on-site labor hours Summary: Technology That Keeps Crews Working Through innovations such as filter-free water recycling, combined sewer cleaning and sewer inspection systems, and one-pass HD cleaning and inspection technology, GapVax helps Sourcewell agencies achieve: • Higher equipment uptime • Faster job completion • Reduced water and fuel consumption • Lower labor demands • Safer municipal operations These advancements allow operators to accomplish more work per shift while minimizing interruptions, cost, and risk.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	GapVax Inc. does not currently qualify as a certified Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran-owned business under applicable certification definitions. However, GapVax remains committed to supporting supplier diversity and small-business participation through our nationwide distributor and dealer network. Many of our authorized distributor/dealer partners are small businesses, helping Sourcewell participating agencies access locally supported solutions while promoting small business engagement. GapVax also supports women-owned businesses within our partner network. A key example is our partnerships with Anna Johnson of AQUIP LLC, and Tina McDonough of One.7 Inc. Both are recognized as the first and only independently female-owned, full service, brick and mortar, vacuum truck and environmental products dealerships in the United States. GapVax was founded in 1977 by Gary and Rose Poborsky as an equal business partnership. While GapVax does not meet the formal legal definition of a Woman-Owned Business Enterprise, Rose Poborsky has played an integral role in the company's long-term success and continues to provide leadership and guidance for the organization's future. For additional information regarding AQUIP and One.7, please refer to the attached documents: GAPVAX MEET THE DEALER – AQUIP and GAPVAX MEET THE DEALER – ONE.7	*
49		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Not Applicable. Please see our reply to Question #48.	*
50		Women Business Enterprise (WBE)	☐ Yes ☒ No	Not Applicable. Please see our reply to Question #48.	*
51		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	Not Applicable. Please see our reply to Question #48.	*
52		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Not Applicable. Please see our reply to Question #48.	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Not Applicable. Please see our reply to Question #48.	*
54		Small Business Enterprise (SBE)	☐ Yes ☒ No	Not Applicable. Please see our reply to Question #48.	*
55		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	Not Applicable. Please see our reply to Question #48.	*
56		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	Not Applicable. Please see our reply to Question #48.	*

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.	GapVax Inc's payment terms are NET 30 days with authorized municipal, government, or dealer purchase orders. We accept bank checks, ACH, and wire transfers.	*

58	Describe any leasing or financing options available for use by educational or governmental entities.	GapVax Inc. does not directly provide in-house financing or leasing programs. However, we routinely support Sourcwell participating agencies by working with reputable third-party financing partners that specialize in municipal and governmental equipment acquisition. When a financing need arises, GapVax assists educational and government entities by coordinating with experienced public-sector finance providers to offer flexible options such as: • Municipal lease-purchase agreements • Tax-exempt financing structures (where applicable) • Competitive fixed-rate terms tailored to public budgets • Streamlined approval processes for government procurement Whenever possible, GapVax seeks to partner with established Sourcwell contract holders such as NCL Government Capital to ensure financing solutions align with cooperative purchasing requirements and provide agencies with an efficient, compliant path to ownership. GapVax's sales team works closely with each customer to identify the most appropriate financing structure to support budget planning, cash flow management, and timely equipment deployment.	*
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.	The primary standard transaction document GapVax proposes to use in connection with an awarded Sourcwell agreement is the GapVax Quote Document, which serves as the formal beginning of the purchase process for Sourcwell entities. To ensure accuracy, compliance, and document integrity, GapVax maintains strict revision control through our secure, password-protected GapVax Dealer Portal, which is accessible only to authorized dealers. This system ensures that participating entities are always presented with the most current version of the quotation and helps prevent delays or rejections due to outdated documentation. When initiating a quotation, the dealer selects the "Yes" option confirming that the purchase is being made through Sourcwell. Once selected, GapVax's custom quoting program automatically: • Populates the applicable Sourcwell contract number on the cover page • Applies the appropriate Sourcwell discounted pricing column • Ensures the entity receives the preferred pricing and terms offered under the cooperative contract This streamlined process allows Sourcwell entities to receive a bona fide, binding quotation document within minutes. In addition, the quote document includes unique identifiers that notify GapVax Regional Sales Management and Accounting teams that the transaction is a Sourcwell purchase. This significantly reduces the potential for human error and ensures that all Sourcwell contract sales are invoiced, tracked, and reported accurately in accordance with contract requirements. For a sample of the GapVax Quote Document, please refer to the attached file: GAPVAX QUOTE DOCUMENT.	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	GapVax Inc. currently does not accept the P-card procurement and payment process. Therefore, there is no additional cost to Sourcwell participating entities associated with P-card usage.	*
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	GapVax Inc.'s pricing model is ceiling-based, with Sourcwell participating entities receiving a defined percentage discount off standard MSRP across each major product category. This structure ensures transparent, consistent pricing and guarantees that Sourcwell entities receive preferred cooperative purchasing rates. Discounts are applied at the line-item and product-category level depending on the type of equipment and configuration requested. Final pricing is provided through GapVax's authorized dealer network using Sourcwell-compliant quotation documents that automatically reflect the applicable contract number and discounted pricing. GapVax has provided detailed pricing data, including standard/list pricing (MSRP) and Sourcwell discounted pricing, for all proposed equipment and options as part of this response. For a complete product and pricing schedule, please refer to the attached document: GAPVAX RFP 021726 PRICING.	*

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.	GapVax's pricing proposal provides Sourcewell entities with a 2% discount off standard MSRP across applicable product categories. In addition, GapVax's Sourcewell contract pricing is ceiling-based, meaning the published Sourcewell price represents the maximum allowable price under the agreement. Authorized GapVax dealers understand that they may offer additional discretionary discounts below the ceiling price at any time throughout the contract term based on competitive conditions, order volume, or customer needs.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	Authorized GapVax dealers understand that they may offer additional discretionary discounts below the ceiling price based on factors such as: • Order volume and configuration scope • Fleet standardization opportunities • Competitive market conditions While GapVax does not maintain a formal rebate program under this contract, participating entities may realize further cost savings through dealer-supported volume discounts when purchasing multiple units or coordinating bundled purchases.	*
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.	GapVax will facilitate certain "open market" or "sourced" items in accordance with Sourcewell guidelines when components fall outside the scope of contracted equipment pricing. A primary example is the chassis portion of our truck-mounted equipment. Because chassis availability and pricing are sourced directly from OEM suppliers and fluctuate based on market conditions, GapVax will offer chassis as an open market item priced at: • Total cost + 3% Please note that any chassis purchased as open market or sourced goods for use with GapVax truck-mounted equipment will not be subject to the standard Sourcewell discount defined in Question #62. Any chassis not purchased by GapVax and instead supplied by a Sourcewell participating entity or its dealer for use with GapVax truck-mounted equipment will not be subject to the standard Sourcewell pricing discount defined in Question #62 or the Sourcewell administrative fee defined in Question #71. In these cases, the applicable Sourcewell discount and administrative fee will apply only to the GapVax-manufactured equipment and components supplied under the agreement. In addition, GapVax may accommodate certain customer-directed customization requests or non-standard configurations as open market items. These sourced goods or services will be clearly identified and quoted separately, with pricing negotiated transparently between the authorized GapVax dealer and Sourcewell entity.	*
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.	Outside of the chassis cost (as identified in Question #64 regarding sourced/open market goods), the primary element of total acquisition cost not included in GapVax's submitted price list is delivery/freight. Factory freight to the Sourcewell participating entity is determined at the time of quotation and will be clearly itemized as a separate line item on the customer's official GapVax quote. In addition, certain optional or entity-specific requirements may result in additional costs that are not included in the standard pricing schedule. Governmental entity needs can vary significantly, and authorized GapVax dealers may be requested to provide services such as: • Pre-delivery inspections (PDI) • Custom operator training • Extended warranty coverage • Service, maintenance, or repair agreements Any such costs, when applicable, will be quoted separately and transparently at the time of purchase. These services are offered through GapVax's authorized dealer network and are negotiated directly with the participating entity based on project scope and local requirements.	*

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.	Freight, delivery, and shipping costs are not included in GapVax's standard equipment pricing and will be an additional cost to the Sourcewell entity. All freight charges will be clearly itemized as separate line items on the official customer quotation. For deliveries within the contiguous United States, GapVax equipment may be delivered at a rate of up to \$5.00 per loaded mile, depending on location and delivery method. Delivery logistics are coordinated through GapVax's authorized dealer network. The dealer will determine whether the unit will: • Ship directly from the factory to the participating entity, or • Ship first to the dealer's location for final preparation prior to delivery In all cases, the dealer is responsible for coordinating directly with the customer to arrange final delivery scheduling and to provide start-up orientation and operator training as needed. Certain GapVax units built on CNG (compressed natural gas) truck chassis require specialized transportation methods. Freight costs for these units may vary and will be quoted separately at the time of proposal.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, Canadian territories/provinces outside the standard delivery region, or other offshore locations, freight and transportation costs are the responsibility of the Sourcewell entity. Because shipping requirements and carrier availability vary significantly in these regions, GapVax or the authorized dealer will review all applicable freight charges with the customer at the time of quotation. Delivery costs will be quoted separately to ensure transparency and advance understanding prior to purchase. GapVax routinely works collaboratively with customers to accommodate location-specific delivery needs, including the use of customer-preferred carriers, specialized transport methods, or alternative routing options when required.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In addition to the standard freight and delivery methods described in Questions #66 and #67, GapVax recognizes that certain Sourcewell entities may have unique logistical requirements based on geography, facility access, fleet schedules, or local procurement needs. When a special or non-standard delivery situation exists, GapVax and its authorized dealer network will work closely with the participating entity to develop the most effective overall solution. This may include: • Alternate delivery routing or scheduling • Use of customer-preferred carriers or transport providers • Delivery to dealer locations for final preparation prior to customer handoff • Coordination of start-up training and equipment orientation at delivery GapVax's flexible distribution approach ensures that each Sourcewell entity receives timely, efficient delivery tailored to their operational needs while maintaining transparency and compliance with contract requirements.	*

69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	GapVax employs a structured internal self-audit and compliance program to ensure full adherence to the awarded Sourcwell agreement, including verification that all participating entities receive the proper contract pricing. GapVax will remit all required Sourcwell administrative fees directly to Sourcwell in accordance with contract terms. To ensure pricing accuracy and consistency, all Sourcwell discounts and contract pricing are embedded within GapVax's custom quote system, as described in our response to Question #59. This quote document is maintained under strict revision control through the GapVax Dealer Portal, a secure, password-protected platform accessible only to authorized dealers. Dealers are required to initiate and submit all Sourcwell orders using the official quote document downloaded directly from the portal, ensuring that only the most current contract pricing is applied. As part of GapVax's compliance verification process: • Submitted orders are reviewed and validated against the customer's purchase order (PO) • Orders are processed through GapVax Regional Sales Management to confirm contract alignment • The quoting system includes unique Sourcwell identifiers that automatically flag the transaction for internal oversight These identifiers alert the GapVax Regional Sales Manager, order management team, and accounting department that the purchase is being made under the Sourcwell contract. This reduces the opportunity for human error and ensures accurate invoicing, proper contract pricing, and timely quarterly reporting and administrative fee remittance. For a sample of the Sourcwell-compliant quote document referenced above, please see the attached file: GAPVAX QUOTE DOCUMENT.
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.	GapVax utilizes a structured performance management process to evaluate the success of our cooperative purchasing agreements, including Sourcwell. Each fiscal year, GapVax develops a comprehensive sales forecast that includes a dedicated government and cooperative purchasing sales budget, tracked by month and quarter. The GapVax executive leadership team reviews these performance metrics on a monthly basis to ensure the Sourcwell contract is delivering value to participating entities and meeting organizational objectives. Examples of key internal metrics (KPIs) tracked include: • Quote-to-Close Ratio – measuring conversion efficiency and customer responsiveness • Government Sales Budget vs. Actual Performance – tracking overall public-sector growth • Sourcwell Sales Budget vs. Actual Performance – monitoring contract utilization and success among Sourcwell entities • Dealer Cooperative Contract Engagement – evaluating authorized dealers annually based on their effective use of cooperative purchasing programs, including Sourcwell • Yearly Sourcwell "MVP" award distributed to the GapVax dealer that captures the most Sourcwell sales activity in a calendar year. These metrics allow GapVax to continuously assess contract performance, support dealer accountability, and ensure that Sourcwell participating entities receive consistent service, compliance, and value throughout the agreement term.

71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	If awarded a Master Agreement, GapVax Inc. proposes to pay Sourcewell an administrative fee of 2% on all completed transactions for new GapVax equipment purchased by Sourcewell participating entities utilizing the Agreement. This fee will be calculated as a percentage of total invoiced contract sales during each reporting period, in accordance with Sourcewell's administrative fee and reporting requirements. GapVax recognizes this fee as consideration for the support, contract administration, and promotional services provided by Sourcewell throughout the term of the Agreement. Administrative fees will not be applied to shipping/transportation charges or training costs. Administrative Fees for Other Applicable Solutions • Service and Repair: 2% • Parts: 2% • Extended warranties and maintenance plans: 2% • Used Equipment / Trade-In: Flat rate of \$750 per truck-mounted unit and \$250 per trailer or skid	*
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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 is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	*

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.	Detailed Description of Solutions Offered: Core Equipment Solutions Unlike many "cookie-cutter" manufacturers, GapVax Inc. is widely recognized as a customer-focused builder of industrial and municipal environmental equipment. Our solutions are designed around the real-world needs of municipalities, water and sewer districts, public utilities, and contractors. Many of our product innovations were born from a passionate pursuit of building equipment "the way we would want it" if we were the operator in the field. GapVax offers a comprehensive portfolio of new, used, and specialty solutions, including sewer cleaning, hydro excavation, inspection integration, parts, and aftermarket support. Combination Sewer Cleaning Trucks GapVax MC Series: The GapVax MC is a combination vacuum and sewer flushing machine engineered to wash, remove, and convey debris from storm drains, catch basins, and sanitary sewer systems. The MC is available in multiple configurations to serve agencies of all sizes: • Single-Axle MC: 4–8 cubic yard debris bodies with 500–1,200 gallons of water • Tandem-Axle MC: 8–13 cubic yard debris bodies with water capacity up to 2,000 gallons • Custom body and tank arrangements not typically available from competitors This flexibility makes the MC an ideal solution for municipalities seeking maximum performance with tailored configuration options. New to our catalog is the GapVax MC Lite, a non-CDL version of our combination vacuum and sewer flushing platform. Designed specifically for agencies facing CDL operator shortages, the MC Lite offers: • 3-cubic yard debris capacity • 600 gallons of water storage • Simple operation, compact footprint, and excellent maneuverability • No CDL requirement for operation	

Hydro Excavation Solutions

Municipal -Grade VHE Series:

GapVax VHE Hydro Excavators utilize non-destructive, pressurized water combined with industrial vacuum power to safely expose buried utilities and excavate around sensitive infrastructure. Hydro excavation provides:

- Faster, safer, and more precise digging
- Reduced restoration and backfill requirements
- Lower environmental impact than mechanical excavation

This solution is ideal for municipalities, utilities, and contractors performing daylighting, utility locating, or infrastructure repair.

Advanced Wet/Dry Excavation – HV Series:

The GapVax HV represents a next-level hydro excavator platform capable of both wet and dry excavation using high-pressure water and compressed air. Dry excavation offers significant advantages:

- Reduced waste stream compared to water excavation
- Faster backfill using excavated dry soil

Because dry excavation requires stringent vacuum pump protection, the HV incorporates advanced cyclone and baghouse filtration for maximum reliability and uptime.

Payload-Optimized Hydro Excavation – VHX Series:

The GapVax VHX is similar to the HV platform, with a key enhancement: legal over-the-road payload capability. Agencies can haul up to 15,000 pounds of wet or dry spoils legally in states that strictly follow federal bridge laws, improving productivity and reducing disposal trips.

High-Performance Sewer Jetting Solutions

GapVax GJET:

The GapVax GJET is a truck-mounted high-pressure sewer jet designed to remove grease, sand, debris, and buildup from storm and sanitary sewer lines. Its innovative single-engine design uses the chassis engine to power all functions, resulting in:

- Reduced weight
- Lower emissions and fuel consumption
- Lower maintenance costs compared to multi-engine systems

Compact Non-CDL Jetters – G7 and G7T:

The G7 (trailer-mounted) and G7T (truck-mounted) jetters provide a distinct non-CDL weight advantage over larger Class 7–8 jetting units. Their compact design is ideal for:

- Agencies struggling with CDL driver availability
- Tight urban environments and narrow access areas

Integrated Cleaning + Inspection Innovations

One-Pass Cleaning and Inspection – Envirobot Viper:

GapVax partnered with Envirobot of Germany to introduce the Viper system to North America. Viper integrates live video inspection directly into the sewer cleaning nozzle, allowing agencies to perform cleaning and inspection simultaneously.

Benefits include:

- One-pass operation instead of two separate mobilizations
- Reduced labor, water usage, fuel consumption, and job time
- Improved safety through fewer lane closures and reduced traffic exposure
- Unique ability to steer into laterals and branch lines without crawler systems

One-Pass Cleaning and 360° Inspection – ZipCam 360:

GapVax also introduced the ZipCam 360, manufactured by CanExplore in Canada. This nozzle-mounted camera captures high-definition 360° video during cleaning and provides:

- PACP-compatible inspection footage
- Accurate distance measurements
- Office-based coding after the job, improving safety and reducing field time

Water Conservation Innovation

GapVax Recycle JetVac:

GapVax's most advanced technology is the Recycle JetVac, developed in partnership with Wiedemann Enviro-Tec of Germany, the inventor of sewer cleaning water recycling technology.

This is the only recycling sewer cleaning truck on the market that does not rely on mechanical filter screens or disposable cartridges. Instead, it uses a proven sedimentation-based recycling process, eliminating downtime caused by filter clogging or failure from grease, sand, or clay.

		As a result, operators can clean pipe faster, with fewer interruptions, and with dramatically reduced water consumption—supporting the growing demand for municipal water conservation. For further information, please see the attached documents in: GAPVAX LITERATURE.zip Additional Solutions Offered Under the Proposal: Used Equipment Pricing for used trucks shall not exceed 5% over the NADA-calculated retail value, plus the value of any additional equipment and services (repairs, transport, inspections, etc.). If no NADA price exists, the unit will be offered at \$1,500 off lot price. Demo Equipment Demo equipment, when available, is offered to Sourcewell participating entities at cooperative-preferred pricing, including a minimum 2% discount off MSRP. Trade-In Equipment GapVax and its dealers accept trade-ins to support Sourcewell fleet replacement. When trade-in equipment is resold, participating entities receive cooperative-preferred pricing, including a minimum \$1,500 discount off the established lot price. Service and Repair GapVax provides responsive service and repair support to Sourcewell participating entities through our nationwide network of authorized dealers, factory service centers, and qualified service partners. Because service requirements vary based on equipment configuration, duty cycle, and location, all service work is quoted transparently in advance using standardized local rate schedules. Sourcewell members receive preferred cooperative pricing, including the applicable 2% Sourcewell discount. No service or maintenance will be performed without prior authorization and clear cost disclosure. This ensures predictable, accountable lifecycle support while maintaining the flexibility of localized service delivery. Extended Warranty Extended warranty packages are available to Sourcewell participating entities and are quoted using GapVax's standardized extended warranty rate schedule. Pricing is based on the selected coverage level and equipment configuration, and all costs are disclosed transparently in advance through the Sourcewell-compliant quotation process. Sourcewell members receive preferred cooperative pricing, including the applicable 2% Sourcewell discount, supporting long-term fleet planning and lifecycle confidence. Parts A Sourcewell-discounted GapVax parts list is available on our website, and a sample is included in the attached document: GAPVAX SOURCEWELL PARTS.	
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies accurately describes the full range of products and services GapVax Inc. is offering under this proposal. Therefore, no additional subcategories are needed for our submission.	*

75	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic locations covered.	GapVax Inc. provides warranty coverage for all equipment solutions proposed under this agreement for the applicable warranty period. Warranty support for GapVax products sold through our authorized dealer network includes coverage for GapVax-manufactured parts and labor in accordance with established warranty guidelines. Technician travel and service response are supported through GapVax's nationwide dealer and service partner network to ensure timely coverage for Sourcewell participating entities. GapVax's standard municipal equipment warranty provides coverage for a period of 1 year from the date of delivery. Optional extended warranty programs are also available to support long-term fleet planning and lifecycle confidence. The GapVax limited warranty applies to GapVax-manufactured components and does not include chassis-related components, which are covered separately under the chassis OEM warranty. Additionally, the warranty does not cover defects or failures resulting from misuse, abuse, neglect, or improper maintenance. GapVax's warranty also does not supersede warranty coverage provided by original component manufacturers for third-party installed components. Warranty claims are administered through GapVax's authorized dealer network. Participating entities may initiate a claim by contacting their local GapVax dealer or service partner, who will coordinate diagnosis, repair authorization, and submission of warranty documentation to GapVax for review and reimbursement. This process ensures consistent warranty administration and responsive service support across geographic regions. Because GapVax considers customer uptime a priority, it is our policy to have the customer or dealer submit a warranty claim and return the subject component(s) for evaluation. What sets GapVax apart is that, without delay or waiting for failed parts to be reviewed, we initiate shipment of replacement components immediately to help agencies return to service as quickly as possible. Failed components are diagnosed upon arrival, at which point final reimbursement disposition is confirmed and communicated with the dealer or participating entity. We have formalized this uptime-first approach through our Sourcewell Member Success Program, which includes: • Warranty uptime pledge with replacement component shipment initiated within 24 hours for in-stock items • In-stock common municipal wear parts shipped same day when ordered by 2:00 PM • Service request acknowledgement via phone, email, or text within four (4) business hours In addition to standard warranty coverage, GapVax dealers and service partners offer preventive maintenance agreements, extended warranty options, and tailored service programs aligned with municipal operating conditions. All optional programs are quoted transparently in advance and provided in accordance with Sourcewell contract guidelines. For a sample of our warranty policy, please reference the attached file: GAPVAX WARRANTY SAMPLE.
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Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
76	Sewer vacuums	☒ Yes ☐ No	Yes, Sewer Vacuum solutions are offered in our proposal.	*
77	Sewer Jetters and Rodders	☒ Yes ☐ No	Yes, Sewer Jetter and Rodder solutions are offered in our proposal.	*
78	Hydro or Air Excavation Equipment	☒ Yes ☐ No	Yes, Hydro and Air Excavation Equipment solutions are offered in our proposal.	*
79	Combination Sewer Cleaning and Hydro-Excavation units	☒ Yes ☐ No	Yes, Combination Sewer Cleaning and Hydro-Excavation solutions are offered in our proposal.	*
80	Dewatering, Mud, Trash, and Centrifugal Pumps	☒ Yes ☐ No	Yes, Trash Pumps are frequently incorporated into our equipment configurations and may also be offered as standalone solutions when purchased separately by Sourcewell participating entities and are included in our proposal.	*
81	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	☒ Yes ☐ No	Yes, GapVax equipment is frequently utilized for the pumping of lift stations, wastewater treatment plants, water treatment facilities, and municipal water collection systems and are included in our proposal.	*
82	Accessories, supplies, and replacement or wear parts related to the offerings above	☒ Yes ☐ No	Yes, accessories, supplies, and replacement or wear parts related to the offerings above are included in our proposal.	*

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

Line Item 83. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - GAPVAX RFP 021726 PRICING.pdf - Friday February 13, 2026 11:11:41
- [Financial Strength and Stability](#) - GAPVAX FINANCIAL INFORMATION.zip - Wednesday February 11, 2026 14:48:42
- [Marketing Plan/Samples](#) - GAPVAX MARKETING.zip - Wednesday February 11, 2026 09:24:20
- [WMBE/MBE/SBE or Related Certificates](#) - GAPVAX MEET THE DEALER.zip - Wednesday February 11, 2026 09:25:24
- [Standard Transaction Document Samples](#) - GAPVAX QUOTE DOC.zip - Wednesday February 11, 2026 09:29:14
- [Requested Exceptions](#) - GAPVAX LITERATURE.zip - Friday February 13, 2026 11:17:03
- [Upload Additional Document](#) - GAPVAX DEALER MAP & TRAINING FLYER.zip - Wednesday February 11, 2026 14:51:52

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. - Gap Barbin, President, GapVax Inc.

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

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sewer_Vacuum_RFP_021726 Tue February 3 2026 04:13 PM	☒	1