

**Solicitation Number: RFP #070821****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Green Climber of North America, Inc., 500 E. Cossitt Avenue, LaGrange, IL 60525 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Road Right-of-Way Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 9, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. 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 and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *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, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. 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.
- b. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract 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.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their 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 Contract 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. **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 be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 or 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 Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. 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 contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. 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 Contract will comply with applicable requirements as referenced above.

F. 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.

G. 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).

H. 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.

I. 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.

J. 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.

K. 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 Contract 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.

L. 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.

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

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an 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 Contract or any purchase by an authorized user.

O. 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 Contract or any purchase by a Participating Entity.

P. 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.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.

R. 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.

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

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Green Climber of North America, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/6/2021 | 7:31 AM CDT

DocuSigned by:
Zoe Zawacki
By: 00CC9828F3EE49F...
Zoe Zawacki
Title: Vice President
Date: 8/6/2021 | 1:51 PM PDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/6/2021 | 3:57 PM CDT

RFP 070821 - Road Right-of-Way Maintenance Equipment

Vendor Details

Company Name: Green Climber of North America
Does your company conduct business under any other name? If yes, please state: ILLINOIS
Address: 500 E Cossitt Ave
La Grange, IL 60525
Contact: Zoe Zawacki
Email: zoe@greenclimberna.com
Phone: 708-354-2171 13
Fax: 708-354-2171
HST#: 471554810

Submission Details

Created On: Friday June 11, 2021 14:54:48
Submitted On: Thursday July 08, 2021 12:35:06
Submitted By: Zoe Zawacki
Email: zoe@greenclimberna.com
Transaction #: 6ee5dd1f-f713-45f7-ab30-c26fd5705936
Submitter's IP Address: 173.9.194.181

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell 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).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Green Climber of North America, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	All subsidiaries of Green Climber of North America Inc. are listed in our Dealer Locations attachment.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Proposer Physical Address:	500 E. Cossitt Avenue LaGrange, IL 60525
5	Proposer website address (or addresses):	www.greenclimberna.com
6	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 and, in the event of award, will be expected to execute the resulting contract):	Zoe Zawacki Vice President 500 E. Cossitt Avenue LaGrange, IL 60525 Email: zoe@greenclimberna.com Ph: 708-354-2171
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Martin Halm President 500 E. Cossitt Avenue LaGrange, IL 60525 Ph: 708-354-2171 x11
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ewa Lapczynska Marketing Manager 500 E. Cossitt Avenue LaGrange, IL 60525 Ph: 70-354-2171 x 18 marketing@greenclimberna.com Martin Lodovico Logistics Manager 500 E. Cossitt Avenue LaGrange, IL 60525 Ph: 708-354-2171 x 103 parts@greenclimberna.com Alex Soria Service Technician Ph: 708-244-4196 service@greenclimberna.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Green Climber of North America was established in 2014 as a distributor of the MDB SRL remote-controlled right-of-way slope mowers. Martin Halm, owner of the company was presented with the opportunity to represent these innovative mowers exclusively in North America after meeting the Italian family that produces them. The two parties connected under the philosophy of fulfilling a niche market by offering the most, innovative, highest quality and most reliable slope mowing equipment, accessories, and service.</p> <p>Green Climber of North America's core values come from our Owner and President, Marin Halm. Growing up in a family business and running his own construction company since 1991, Martin learned his core values of hard work, loyalty to employees and loyalty to customers from his dedicated parents. When he established Green Climber N.A. these values became fundamental to the business. Green Climber N.A. has been able to establish a strong dealership network with satisfied customers across the continent. Within a few short years, Green Climber of North America has grown from two locations in its first year to having over 98 dealership locations across North America.</p> <p>The slope mower market in the United States is growing quickly. Since 2014, Green Climber has seen exponential sales across North America. Right-of Way entities are recognizing our products as a necessity for safe and efficient brush clearing. Green Climber of North America offers the largest line of slope mowers & accessories, with power ranges and applications that surpass what a typical slope mower can do. MDB Srl and Green Climber of N.A.'s strong dealership network has helped anchor the longevity of our business with an estimated 100 million dollar per year market by 2030. The need for safe right-of-way equipment increases every year and we are growing with that demand to provide the absolute best slope mowers in North America.</p>
10	What are your company's expectations in the event of an award?	To provide the most innovative, efficient and reliable slope mowing equipment to the users of Sourcewell.
11	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.	Please see attached.
12	What is your US market share for the solutions that you are proposing?	100%
13	What is your Canadian market share for the solutions that you are proposing?	100%
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. 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?	A
16	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.	Green Climber N.A. is required by contract to become a certified servicing distributor for Kohler Engines and Green Climber Right-of-Way Slope Mowers. Biannually, sales, mechanical and technical staff attend training to understand the machines, improvements to the machines and how to troubleshoot them. These certifications allow our staff to train our dealerships throughout North America on how to maintain, troubleshoot and repair the Green Climber Right-of-Way Slope Mowers.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	The Italian manufacturer of the Green Climber right-of-way slope mowers, MDB Srl has achieved the following awards: <ul style="list-style-type: none"> Innovation Gold Prize Fieragricola 2020: Green Climber and GPS Rover Atom Fieragricola Prize 2020 Innovation: Green Climber Atomiser Fieragricola Prize 2020 Innovation: Green Climber with Inter- Row Mower FederUnacoma New Technique EIMA 2018: LV1400 FederUnacoma Mention EIMA 2018: Green Climber F23 Details of the awards can be found on the manufacturer website: www.mdb srl.com.
19	What percentage of your sales are to the governmental sector in the past three years	40%
20	What percentage of your sales are to the education sector in the past three years	5%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	HGACBuy State of Illinois State of Minnesota State of Ohio State of Pennsylvania State of New Jersey State of Georgia State of Virginia State of California State of Kentucky Transportation Cabinet Oklahoma City and Trusts
22	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?	Green Climber of North America has submitted our GSA contract and it is in review. No GSA contracts have been previously held.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
East Bay Regional Park District in California	Jason McCrystle	(510) 544-2705
Columbia County in Georgia	Nick Hayes	(706) 541-1924
City of Babylon, NY Environmental Control	Tom Ventri	(631) 422-7640
School Districts of Oconee County in South Carolina	Gene Gravely	(864) 903-4579
City of Bellevue, Ohio Water Treatment Plant	Chris Sallee	(419) 483-3819

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Illinois Tollway Authority	Government	Illinois - IL	The purchase of seven (7) Green Climber Slope Mowers from public Bid. Winner: Green Climber N.A.	Quantity: Seven (7) Green Climber Machines with cutting heads	\$570,500.00
New Jersey Turnpike Authority	Government	New Jersey - NJ	The Purchase of six (6) Green Climber Slope Mowers with attachments for the Maintenance of the Turnpike. Multi-Year Purchase.	Quantity: Six (6) Green Climber Machines with Cutting Heads	\$536,200.00
East Bay Municipal Park District	Government	Illinois - IL	The Purchase of four (4) Green Climber Slope Mowers with attachments for the East Bay Park District. Multi-Year Purchase.	Quantity: Four (4) Green Climber Machines with cutting heads	\$410,214.82
City of Port Washington, NY	Government	New York - NY	The Purchase of one (1) Green Climber Slope Mower with multiple attachments.	Quantity: One (1) Green Climber with four (4) attachments	\$114,045.00
CALFIRE/ California Department of Forestry and Fire Protection	Non-Profit	California - CA	The Purchase of two (2) Green Climber with Slope Mowers for Fire Break Clearing. Multi-Year Purchase via bids.	Quantity: Two (2) Green Climber Slope Mowers with Attachments	\$230,500.00

Table 6: Ability to Sell and Deliver Service

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 *
25	Sales force.	Green Climber of North America's Sales force is comprised of 98 dealerships throughout the USA and Canada with a combined total of over 200 salespeople. Each of these dealerships have territory sales staff that represent the Green Climber Slope Mowers. Each dealerships' sales team receives classroom training from GCNA staff along with assistance on demos until said dealership and sales team is fully trained. A majority of our dealers have established accounts and relationships with local municipalities, public entities, and state governed bodies. Green Climber N.A. employs four fully trained sales staff members that assists in contracts, sales, rentals and troubleshooting. The corporate sales staff cooperates regularly with dealership salesmen to make sure all potential leads are taken care of. The Green Climber N.A. sales force promotes our products to potential Sourcewell customers by participating in national trade shows and marketing to a wide range of potential Sourcewell customers.
26	Dealer network or other distribution methods.	Green Climber of North America, Inc. is the exclusive OEM distributor for MDB Srl right-of-way slope mowers and related products. The role of Green Climber N.A. is to represent the Italian OEM in the United States and Canada and to build, service and support a dealership network. Green Climber N.A. currently has 98 participating dealerships located in the United States and Canada that sell and carry the MDBSrl line of right-of-way slope mowers known as Green Climbers. All equipment and parts originate at MDB Srl in Italy. MDB Srl operates within a state of the art manufacturing facility capable of building over 1000 right-of-way slope mowers annually along with attachments. MDB Srl and Green Climber N.A. communicate on a daily basis and all orders are processed through the Interactive Spares ordering systems, a custom configurator for all machine orders. Machines and parts are shipped via ocean freight and air to Green Climber of North America which is located in the suburbs of Chicago. Green Climber N.A. stocks in excess of \$1,000,000 in parts and a consistent stock of right-of-way slope mowers and attachments which arrive 2-3 times per month. New equipment and parts are shipped from Green Climber N.A. to our participating dealers and then delivered to the end user. All participating dealers own demo units and stock parts to service the Sourcewell end user. The distribution methods from OEM to distributor to dealer to end user are tracked and memorialized digitally by machine frame number. Information for each right-of-way slope mower is digitally stored so that Green Climber N.A. can access every serial number for every component. GreenClimber N.A. provides all dealers with a web portal which includes price-lists, an estimating program, parts lists, specifications, and marketing tools that they can then use for the SourceWell end user who is looking to purchase the largest line of right-of-way slope mowers offered anywhere on the globe. * Please see attached for the Green Climber Dealer Network Locations List. *
27	Service force.	The Green Climber Service Staff is available from our corporate office or through any one of our 98 dealership locations. Technicians at Green Climber of North America are required to visit the manufacturing plant each year to be educated on the Green Climber machines and how to troubleshoot or repair the them. These technicians play a vital role as they train the Service Staff at each Green Climber Dealership. Service is available six days a week via phone, email, in shop, or service truck. Our head technician, Alex Soria is available at any time via Ph: 708-224-4196. Any service inquiries can be sent to service@greenclimberna.com and our service department will get back to you within 24 hrs.
28	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.	The Green Climber's Customer Service Procedure is designed to eliminate equipment down time while providing customers accurate, timely assistance. We train Dealership and customer service staff to use this method as part of our yearly Dealership Training. Green Climber Parts Catalog (by Model) is available and recommended to ensure correct Items Contact Parts Customer Service for any additional information required: P: (708) 354-2171 x 100 Email Order to parts@greenclimberna.com o Please include: Item #, description, Qty, PO #, Ship To address and Required Date (if necessary) o Orders received by Noon (CST) will have same day Shipping. o Orders received after Noon will process in order received and guaranteed Order Confirmation will be provided by Parts department with Sales Quotation including pricing, item availability and any lead time included. Order Processing: Parts department team dedicated to "Best in Class" warehouse logistics Sales Invoice will be available in .pdf format to be emailed designated Customer contact o Any Special Instructions for Invoice delivery should be included in original email o Tracking number and Freight Cost details will be included in email We take pride in our same-day response time from customer service staff. Thanks to our Purchasing department all necessary parts are always stock in our main parts warehouse. These parts can ship anywhere in North America within 24 hours. With the promise to provide outstanding customer service, Green Climber of North America rewards staff members that go above and beyond. We encourage customers to reach out when they have received exceptional service. Staff will receive gift cards, free meals or cash incentives when customers provide positive customer service reviews.
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Green Climber of North America is incredibly willing and eager to provide the Green Climber products to the participating Sourcewell entities in the North America. We have been asked many, many times to get on the Sourcewell contract. We have submitted this bid on their behalf, to make purchasing Green Climbers possible for Sourcewell entities, as well as the potential Sourcewell customers.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Green Climber of North America is eager to provide the Green Climber products to the participating entities in Canada. As a popular request, we have submitted this bid on their behalf, to make purchasing Green Climber possible for Sourcewell entities as well as potential Sourcewell customers.
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Green Climber of North America is able to fully service the United States and most of Canada. Locations which may have servicing difficulty may include northern Canada or areas with limited transportation avenues.
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Green Climber of North America does not place any limitations on services and products and is not limited per customer, sector or region.
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii and Alaska will not see higher equipment pricing however, the transportation and delivery costs for sales may be higher due to carrier price and availability.

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Green Climber is proud to provide a 5-pronged Marketing Strategy to Promote the Sourcewell Opportunity.</p> <p>1) E-mail Marketing: Green Climber of North America provides end users and dealerships with bi-monthly e-mail campaigns.</p> <p>For our Sourcewell End users, Green Climber will create a specialty marketing campaigns which announce our Sourcewell contract. This will include links to the contract itself, how to use or sign up for the contract, the full line which is available on the contract, and who to contact at Green Climber N.A. to use the contract. For Dealers, Green Climber will communicate to all sales staff that the Sourcewell contract is available for their end users. These emails will also include links to the contract itself, how to use or sign up for the contract, the full line or Green Climbers available on the contract, and who to contact Green Climber N.A. to use the contract.</p> <p>In an effort to provide continued support, Green Climber will e-mail blast success stories about Sourcewell sales, including interviews with the dealer and/or end user about their Sourcewell ease of use and reason to purchase.</p> <p>2) Promotional Materials: Green Climber of North America prints and distributes our own promotional material. These items are distributed at trade shows, to dealerships and to end users. All promotional materials shall include our Sourcewell contract and how to access the contract. Please see examples attached.</p> <p>3) Tradeshows: Green Climber of North America exhibits at municipal and governmental trade shows every year. We will be attending a total of 10 tradeshows this year, all of which revolve around municipal equipment. Our list of Trade Shows includes Public Works Expos, Tree Care Industry, Utility Maintenance Expo, Solid Waste Association, Nation Roadside Management Conference, Tree Utility Expo, Invasive Species Conference and more. To stay current, we improve our videos and signage to include vital information for the audience. We shall include the Sourcewell contract information on all tradeshow literature, videos, and signage.</p> <p>4) Social Media: Green Climber is at the forefront of social media, with our posts reaching an average of 450 thousand viewers a day and growing. Using all social platforms like Facebook, twitter, Youtube, Instagram, Tiktok, and The Green Climber site and blog, Green Climber of North America would share our Sourcewell contract with our followers, using the direct links back to both Sourcewell and their site. Additionally, we would share all Sourcewell sales on all platforms, along with a brief backstory on their interest in using Sourcewell. A Noter from our Media Manager: Green Climber Slope Mowers dominate many hashtags on social media platforms. Under hashtags, #flaimower, #rightofway, #slopemower, Green Climber videos are the first to be seen. Our social media posts are in the Top 10 most popular content under these hashtags across platforms. Garnering over 3.5 million views, Green Climber slope mowers receive constant exposure. These key words bring an interested audience directly to Green Climber North America's social media platform where an audience can learn more about our products, find dealers and opportunities.</p> <p>5) Advertising & Analytics: Green Climber will use social media analytics and Google analytics to centralize their audience towards current or potential Sourcewell users. Thanks to paid advertising and audience sorting, Green Climber of North America can focus ads and posts to certain audience members whom have congruent likes or occupations. This will help our social media and online advertising reach current or potential users of the Sourcewell contract. Centering our audience around key words like municipal equipment, Sourcewell contract, right-of-way, Right-of-way mowing, these words will increase traction to Green Climber Advertisements, the Green Climber website and ultimately back to Sourcewell.</p>
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As a part of our 5- pronged marketing strategy, we make sure digital data plays a large role in our Sourcewell-direct marketing. Using analytics from our website, blog, social media, it allows us to understand exactly where interested users are coming from. This data provides in real time who engaged with our content, from where, using what platform and for how long. Assessing this type of data, we can use in to fine tune marketing. If a post is not performing, we can adjust our audience, platform or semantics to create better online media. From Tradeshows, we can actively analyse if attendees are logging in or accessing media links within our booth. These uses of technology provide us with an outstanding tool to make sure our marketing plan is as efficient as possible.
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Green Climber of North America asks that Sourcewell make the awarded contract open to the public, published online in an easy to navigate format. This will allow for all marketing approaches to share and distribute the contract easily. Having the contract openly published online will allow us to integrate the information into our daily practices, wether it is emailing customers and dealers directly, or sharing the link via social post or social campaigns.
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Green Climber Right-of-Way Slope Mowers are available to be purchased from the manufacturer via online platform. It is preferred that all orders go through a salesperson. We feel that the salesperson will be able to help guide the end user to the right machine, right attachment and best financing avenue that meets their best interest. 100% of the government and educational sales have been processed through a salesperson. We feel person-to-person ordering is the best approach for niche equipment as it reduces buyer uncertainty, and allows for positive relationship building between local representatives and end users. <p>Green Climber N.A. has devoted over \$30,000.00 into the creation of an online ordering and quoting system. This program will give end users an opportunity to shop online and e-procure at their leisure. This program to be sponsored by wix.com, is in its early stages and will hopefully launch for 2022 along with the new interactive Green Climber Website.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	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.	Each machine sold by Green Climber of North America includes six (6) hours of operation and maintenance training which is provided by Green Climber of North America or any of their authorized dealers. Training is free of charge with the initial delivery of the machine/s. Training for Green Climber Slope Mowers is required by the Original Equipment Manufacturer. Additional training is available upon request at rates determined by the delivering entity.

39	Describe any technological advances that your proposed products or services offer.	<p>Green Climber Manufacturer, MDB Srl is constantly finding ways to be ahead of the curve. They provide the following technological advances for the Green Climber Right-of-Way Slope Mowers:</p> <ul style="list-style-type: none"> • iMET industrial remotes: All Green Climber machines are equipped with iMET industrial long range remote controls. These remotes provide on-board connection status, fuel status and error notifications so that the operator can be aware of the condition of the machine while remaining at a safe distance. iMET remote controls have an operating distance of 5 km. As an option, the customer can purchase a remote with an operation screen (seen attached) which shows the operator all the features an functions running on the machine computer. Or, the machine can be equipped with a secondary recovery remote which tethers to the machine should something happen to the original remote control. • Patented Steep Slope Lubrication System: All Green Climbers are patented with an engine lubrication capabilities and prevents engine stress or burn out. • Data Access Connection (DAC), compliant with Industry 4.0: Data Access Connection is a maintenance and tracking software package available for the Green Climber equipment. This software allows users to access the computer of the machine from a desktop. Data provided from the software includes: <ul style="list-style-type: none"> - Maintenance Notifications - Machine & Engine Error Notifications - Fluid and Fuel Levels - Location - Distance Traveled - Engine Hours - Time Until Next Service <p>In summary, DAC is a fleet maintenance tool that allows users to stay up to date with the condition of their machine, where it is, how much ground the machine has covered.</p> <ul style="list-style-type: none"> • Tier IV Final Diesel Engines with optional Troubleshooting software: Kohler Diesel provides a software kit for their engines which decrypts error notifications and allows end users to maintain their engine in a self-sufficient manner. • On-Board Battery Charger: Machines are equipped with a spare remote and charger to allow the operator to charge a spare battery while they are on the field cutting. • Patented Extendable Track System: From the remote control, Green Climbers can extend the undercarriage of the machine by spreading the tracks to increase weight distribution on steep hills. This technology was installed on the Green Climbers to add stability to the machines while on steep terrain. • Cleanfix Reversible Fan Technology: All Green Climbers are equipped the Cleanfix automatic blowback fans. These fans help to keep the radiator clean of debris and discharge any heat. The Cleanfix fans automate to blow back every 7 minutes but also can be initiated by the iMET remote from the push of a button. • Easy Electrical Access – MDB Srl designed the chassis of the machine to have all fuses and relays to be at an easy to access point on the machine. In the scenario that electrical is lost, the main components are easy to access and trace. • Patented Design to Protect Vital Components: Green Climbers have a patented design for both the machine and attachments. The ergonomic designs help to protect vital electrical and hydraulic components while making them resistant to damage in aggressive environments. Each design is unique to MDB Srl. • Online Resources: Green Climber NA uses online platforms to offer operation and maintenance resources. From your phone an end user can access manuals, parts breakdowns or operation videos
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Green Climber manufacturer, MDB Srl utilizes the initiative to produce renewable energy, in the form of photovoltaic panels on the factory roof. This generates 100 kWh of power, sufficient for 70% of the company energy needs. MDB will be making a further investment with a factory expansion in a facility that will have the latest environmental factors:</p> <ul style="list-style-type: none"> o Photovoltaic panels generating additional 200 kWhh with a target to make the entire campus run on renewable energy o Energy-efficient windows – A double row of windows leads to natural insight light in production which saves energy and helps the operators during their work. Furthermore, automatic windows ensure that the temperature remains stable. This saves energy as cooling and heating are being reduced. • Recycling program for all materials (Metal, Plastic, Glass, Undifferentiated, Bio) <p>The Green Climber machines are 80% recyclable. It is encouraged by end users that old components be returned to Green Climber N.A. for proper recycling.</p> <p>The Green Climber Engines are EPA Compliant, tier 4 final, stage 5 ready. All machines can operate on biodegradable hydraulic oil and bio fuel.</p> <p>To reduce consumption, MDB Srl has opted to use LED recyclable light on all models.</p>
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Aside from items addressed in question #40, MDB Srl is currently initiating a process with an environmental consulting agency to obtain ISO14001: 2015 Certification – Environmental Management System. Current materials chosen in the design and production of MDB machines are at least 80% recyclable</p> <p>*Please see attached*</p>
42	Describe 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 of certification (as applicable) in the document upload section of your response.	<p>Green Climber of North America is a Registered Small Business with the State of Illinois.</p>
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Green Climber of North America offers the participating entities of Sourcewell a complete catalog of remote-controlled solutions for their right-of-way maintenance needs. Unique to Green Climbers N.A., we offer the widest range of slope equipment with the largest array of dedicated attachments in the United States. All machines are EPA Compliant and backed by a trained staff of dealers, salesmen, mechanics and technicians. Our educated sales force and customer service staff are always available for our end users. As Distributor we import the Green Climber remote-controlled equipment because they provide a new, innovative and safe approach to right-of-way maintenance. No other machines in the slope mower market have the versatility of the Green Climbers. Green Climbers tackle rotary/finish mowing, mulching, flail mowing, snow blowing, material handling, grading, tilling, trenching, stump grinding and more. We take great pride in our equipment line's versatility. When an end user buys a Green Climber, they are not limited to slope mowing alone.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
44	Do your warranties cover all products, parts, and labor?	Green Climber Warranty covers products, parts and labor, excluding wear and tear items or damages due to misuse.
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Usage restrictions are not imposed as long as the machine is operated and maintained as the manufacturer sees fit. Green Climber usage restrictions are addressed in the User Manual and imposed only to maintain the highest safety of both the machine, operator and bystanders.
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Green Climber shall cover the labor and parts warranty expenses so long as the customer brings the machine to an authorized dealership. No warranty repairs may be executed at a non-authorized Green Climber Dealerships. Please see attached for details.
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No.
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes. Items installed on the machine by the manufacturer may follow separate warranty such as remote control, engine or components. All items assembled on the Green Climber machines are covered on the OEM warranty.
49	What are your proposed exchange and return programs and policies?	The manufacturer currently does not offer any return or exchange policies. Any returns are applicable to a 20% restocking fee if machine is free of damages or has less than 30 working hours. Trade-ins are negotiated by the distributor.
50	Describe any service contract options for the items included in your proposal.	All Green Climber dealerships offer service contract options. Contracts are based on length of use, type of use, model of Green Climber, service area and lease/ rental or purchase terms.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods?	Green Climber standard terms are Net 30. This term is negotiable with the end user. Green Climber accepts ACH, COD, Check, Cash. Credit cards are accepted up to \$10,000.00.
52	Describe any leasing or financing options available for use by educational or governmental entities.	Green Climber works with Stearns Bank to provide a variety of financing options. For details on municipal options please reach out to Stearns Bank representative: Craig Kern CLFP Sales Manager Direct: 800-247-1922 Ext. 3162 Fax: 320-845-4982 Cell: 320-333-4227 CraigK@stearnsbank.com 500 13th Street, PO Box 750, Albany MN 56307 stearnsbank.com Member FDIC
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	GCNA Account's ordering under Sourcewell Contract will be systemically grouped / flagged for correct pricing and Sourcewell support and reporting. GCNA will provide dedicated staff for Sourcewell customer support as well as coordinating monthly / quarterly reporting and payment remittance. Price List: Sourcewell accounts will be provided a Full Machine and Parts Catalog and Pricing list based on the GC Model (LV300, LV600, LV800) Order Placement: Purchase orders will be submitted through email: parts@greenclimberna.com with dedicated GCNA support staff to ensure Sourcewell contractual pricing / obligations are systemically aligned and 'Best in Class' Customer Support provided. Order processing: All PO's will be processed within 24 business hours. Orders received by Noon (cst) will ship same day and those after Noon shipped out the following day. - Backorders: GCNA will provide ETA of out-of-stock material and pre-ship notification - Shipping Method: All order will be use Ground Shipping unless noted on PO. Palletized shipments will be coordinated directly with Customer to ensure shipping details are met. - GCNA Invoice: Accounts will be provided via softcopy (.pdf) to Accounts unless otherwise requested. Sourcewell Reporting and Payment Remittance: GCNA will provide designated staff for all Sourcewell contractual requirements including Quarterly remittance statements and payment confirmation
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Green Climber shall utilize Quotations, Packing Lists and Invoices, Delivery Receipts and copies of payments to document equipment sales and Sourcewell usage.
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. Green Climber N.A accepts P-Card purchases up to \$10,000.00.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing model is line-item discounted. The attached form provides the MSRP price per item and it's Sourcewell discount.
57	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.	Green Climber is providing a 5% discount off of the MSRP price of all Green Climber Machines. This discount is higher than any other contract Green Climber N.A. current holds
58	Describe any quantity or volume discounts or rebate programs that you offer.	Bulk Discounts shall be provided after a quantity of three or more machines. End users will receive an additional 3% off their purchase.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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.	Green Climber of North America offers Green Climber Equipment and Attachments, all items manufactured by MDB Srl.If an item were to be sold from an outside source, Green Climber N.A. would sell said item to the end user at cost.
60	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.	Items such as pre-delivery, initial inspection,initial installation, set up, & mandatory training are all free of charge. If the end user prefers secondary training or additional day/s of training, this can be provided from Green Climber N.A. or an authorized dealer. Pricing for the above stated items is dependent on travel for said service. Additional literature may be provided for a fee of \$75 per manual booklet. These items are also available online to print free of charge.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Green Climber delivers machines using our internal DOT freight truck and certified CDL sales staff. Upon the sale, delivery is included with training of the equipment. If items are delivered to an end user that is not needing training, Green Climber N.A. will use and outside Freight company, this service will be provided by broker, JA Frate Company. The end user will be charged for this service.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Green Climber of North America works with freigh broker, JA Freight to negotiate the best cost of transportation. As an option, we have sales staff with CDL licenses willing to deliver and train end users. Freight costs for non trining deliveries are dependent on weight, immediacy, distance and availability.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Green Climber of North America provides deliveries from our CDL certified sales staff which deliver equipment and train the customers. As a part of the innitial delivery, this is free of charge.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Green Climber has provided Sourcewell with a 5% discount. Standard offered discount is 2%.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>As a potential contract holder, Green Climber of North America shall implement a self-auditing system to our current Quote, Sales, Inventory & Invoicing program (Fishbowl) to ensure proper usage and reporting of the Sourcewell contract. Green Climber N.A. shall educate all accounting, sales and administrative staff on the requirements for reporting the usage of the Sourcewell contract. Furthermore, Green Climber N.A. shall utilize as a cross reference, the Sourcewell website to confirm if a customer is a Sourcewell user.</p> <p>Upon Contract Approval, Green Climber N.A. shall update the Fishbowl system with a Customer Pricing Group which will be utilized specifically for Sourcewell customers. Once a customer is confirmed as a Sourcewell customer, they will be added to this group. Fishbowl will automatically impose the discount as approved on the Sourcewell contract to only customer in this grouping. Fishbowl allows for Group reports which examine usage, quotes, invoices and payments. These Group reports will provide honest and detailed answers on the usage of the Sourcewell contract which in return will give the Green Climber Accounting department a true depiction on what to pay Sourcewell quarterly for their their services.</p>
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Using the same grouping metrics as described above, we will be able to compare monthly reports of sales in the Sourcewell Customer Group as compared to customers outside of this group. This will give Green Climber of North America accurate reports which will show percentage of sales for users versus non users of Sourcewell.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2% of Invoice.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Green Climber of North America offers the largest variety of steep terrain, remote-controlled, right of way slope mowers and machinery made for safely managing right-of ways. Our machines vary in size and power, to fit various applications within right-of-way maintenance. ALL Green Climbers Slope Mowers are EPA compliant and patented with innovative technology to make slope mowing safer and faster.</p> <p>Green Climber leads the industry in many ways but most importantly that we have a remote-controlled slope mower for most applications. Our line includes 6 models as opposed to the competition in our field that averages 1-3 models. Green Climber ROW Slope mowers can operate on slopes up to 60 degrees and can clear anything from unruly grass up to 10" diameter trees, depending on model. We have a price range from approximately \$36,000 to \$151,000 and are the only company to offer a remote-controlled mini loader that can be used for safe material handling in right of ways or be used to clean difficult box culverts.</p> <p>The Green Climber ROW remote controlled slope mower line comes with the most complete line of dedicated attachments including.</p> <ul style="list-style-type: none"> • Forestry Mulching Heads • Forestry Flail Heads • Flail Heads • Finish Mowers • Stump Grinders • Tillers • Sprayers • Sickles • Trenchers • Snow Blades/ Blowers • Forestry Winches • Bucket • Customized attachments per customer requests <p>The Green Climber line is always being improved and expanded upon. We lead in all categories.</p> <p>Green Climber surpasses the industry standards in service.</p> <ul style="list-style-type: none"> - The dealership network and sales staff are properly trained to assist end users. - Sales staff that offers free training and delivery for Sourcewell customers. - Online resources for all Sourcewell end users. - Customer Service staff follows Green Climber Protocols to always keep machine serviced and running. - Technical Service staff is trained by the OEM and available 6 days a week for assistance. - Dealership coverage in the United States and Canada surpasses all other remote-controlled slope mower lines and is growing exponentially. - Parts are available to end users within 24-48 hours - Green Climber is an industry leader with a strong presence at national & international trade shows, online publications, and popular social media.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Flail Mowers, Brush Clearing Equipment, Forestry Equipment, Mulching Equipment, Material Handling Equipment, Trenching Equipment, Stump Grinding Equipment, Rotary Cut Mowers, Remote-Controlled Equipment, Steep Slope Equipment, Finish Mowers

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
70	Flail, boom, rotary, wing, sickle, and slope mowers	<input checked="" type="radio"/> Yes <input type="radio"/> No	A complete line of remote-controlled right-of-way slope mowers with additional attachments, ie. flail mower, sickle, stump grinder, brush mulcher.
71	Seeders, tillers, mulchers, and sprayers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Items offered as additional attachments
72	Erosion control equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Machine is meant to cut brush while keeping roots to avoid erosion.
73	Ditch maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	not applicable
74	Signage, signals, and message boards	<input type="radio"/> Yes <input checked="" type="radio"/> No	not applicable.
75	Radar equipment, traffic cameras or traffic sensors	<input type="radio"/> Yes <input checked="" type="radio"/> No	not applicable
76	Other road right-of-way maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Machines & Attachments for the steep terrain of right-of-ways.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		N/A

Documents

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

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

- [Pricing](#) - SOURCEWELL SPECIAL PRICING.pdf - Tuesday July 06, 2021 15:52:40
- [Financial Strength and Stability](#) - GREEN-CLIMBER-OF-NORTH-AMERICA- Financials Snapshot.pdf - Thursday July 08, 2021 10:02:49
- [Marketing Plan/Samples](#) - Marketing Plan Sourcwell.pdf - Wednesday July 07, 2021 13:34:10
- [WMBE/MBE/SBE or Related Certificates](#) - IL SBA REGISTRATION.pdf - Tuesday July 06, 2021 11:50:57
- [Warranty Information](#) - 2 - MDB SRL GREEN CLIMBER WARRANTY.pdf - Tuesday July 06, 2021 11:50:25
- [Standard Transaction Document Samples](#) - Sample Documents.pdf - Tuesday July 06, 2021 12:42:55
- [Upload Additional Document](#) - PAPERWORK PER TABLE (2).zip - Thursday July 08, 2021 12:34:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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 or the Canadian 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. - Zoe Zawacki, Vice President, Green Climber of North America, 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 contractual obligations contemplated in the bid.

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_4_Road_ROW_Maintenance_Eqpt_RFP_070821 Fri June 18 2021 05:04 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Road_ROW_Maintenance_Eqpt_RFP_070821 Thu June 17 2021 06:20 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Road_ROW_Maintenance_Eqpt_RFP_070821 Wed June 16 2021 05:21 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Road_ROW_Maintenance_Eqpt_RFP_070821 Wed May 26 2021 04:28 PM	<input checked="" type="checkbox"/>	1