



SOURCEWELL- PARTICIPATION AGREEMENT

Sourcewell Master Agreement No.: 093021-EXP
Contract Category: Street Sweepers and Specialty Sweepers, with
Related Equipment, Accessories, and Supplies
Awarded Contractor: Exprolink Inc.
WASHINGTON MASTER CONTRACT No.: 06121

This Participation Agreement for the above referenced Sourcewell Master Agreement ("Participation Agreement") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Exprolink Inc., a Quebec Corporation ("Contractor") and is dated and effective as of August 1, 2022.

RECITALS

- A. Pursuant to Legislative direction codified in RCW 43.19.005 and RCW 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to provide goods and services to support state agencies and to enter into agreements with other governmental entities to furnish such goods and services as deemed appropriate by both parties.
- B. Pursuant to Washington law, Enterprise Services is authorized, on behalf of the state, to participate in cooperative purchasing agreements for any goods or services. See RCW 39.26.060(1). Any such cooperative purchasing must be done in accordance with an agreement entered into between the participants. See RCW 39.26.060(1). Enterprise Services, through a participation agreement or similar authorization may authorize specified eligible purchasers to utilize the Washington State master contract resulting from Enterprise Services' participation in the cooperative purchasing agreement.
- C. Sourcewell is a State of Minnesota local government unit and service cooperative created by the Minnesota legislature under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21). See Minn. Const. art. XII, sec. 3. Under its enabling statute, Sourcewell is authorized to provide cooperative purchasing services to eligible members. Minn. Stat. § 123A.21 Subd. 7(23). Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services (Sourcewell Master Agreements). Sourcewell Master Agreements are made available through the joint exercise of powers law to eligible agencies. Minn. Stat. § 471.59 (2019).
- D. Pursuant to an Interagency Joint Powers Agreement between Enterprise Services and Sourcewell, Enterprise Services may participate in and authorize participation in competitively procured Sourcewell **Master** Agreements.

- E. In regard to the above-referenced Sourcewell Master Agreement, Enterprise Services timely provided public notice, through Washington's Electronic Business Solutions (WEBS) system, of the competitive solicitation process conducted by Sourcewell.
- F. Sourcewell, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Sourcewell Master Agreement to Contractor.
- G. Enterprise Services has determined that participating in this Sourcewell Master Agreement is in the best interest of the State of Washington.
- H. The purpose of this Participation Agreement is to enable eligible purchasers, as defined herein, to utilize the Sourcewell Master Agreement as conditioned by this Participation Agreement.

AGREEMENT

Now THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **SCOPE**: This Participation Agreement covers the above-referenced contract category for the above-referenced Sourcewell Master Agreement with the above-referenced awarded Contractor.
2. **PARTICIPATION**: Pursuant to this Participation Agreement and the Interagency Joint Powers Agreement between Enterprise Services and Sourcewell, the above-referenced Sourcewell Master Agreement may be utilized by the following, each of which is an authorized eligible purchaser ("Purchaser"):
 - (a) WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - (b) WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following specific institutions of higher education in Washington:
 - State universities - i.e., University of Washington & Washington State University;
 - Regional universities - i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
 - (c) MCUA PARTIES. The Sourcewell Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

By placing an order under this Participation Agreement, each Purchaser agrees to be bound by the terms and conditions of this Participation Agreement, including the Sourcewell Master Agreement. Each Purchaser is responsible for its compliance with such terms and conditions.

3. STATE OF WASHINGTON MODIFICATIONS OR ADDITIONS TO THE SOURCEWELL MASTER AGREEMENT:

- 3.1. WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (**WEBS**) SYSTEM: Within seven (7) days of execution of this Participation Agreement, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at [WEBS](#). Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Sourcewell Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 3.2. WASHINGTON'S **STATEWIDE PAYEE DESK**: To be paid for contract sales, Contractor must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).
- 3.3. **CONTRACT SALES REPORTING**: Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.
- (a) **REPORTING**. Contractor shall report quarterly Contract sales in Enterprise Services' [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.
- (b) **DATA**. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (**i.e., sales** of an entire **agency** or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of this Participation Agreement, which term shall run from the effective date of this Participation Agreement until the end of the Sourcewell Master Agreement; Provided, however, that Enterprise Services may terminate this Participation Agreement earlier by written notice. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.
- (c) **DUE DATES FOR CONTRACT SALES REPORTING**. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	MASTER CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1- March 31	April 30	May 1
2	April 1-June 30	July 31	August 1

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	MASTER CONTRACT SALES REPORT	
		DUE BY	PAST DUE
3	July 1- September 30	October 31	November 1
4	October 1- December 31	January 31	February 1

3.4. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax) authorized by this Participation Agreement.

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services= Total contract sales invoiced (not including sales tax) x .0150.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:
- The Washington Master Contract No.: 06121
 - The Sourcewell Master Agreement No.: 093021-EXP
 - The year and quarter for which the VMF is being remitted, and
 - Contractor's name as set forth above, if not already included on the face of the check.
- (d) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participation Agreement or the exercise of any other remedies as provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.
- (f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.5. **CONTRACTOR REPRESENTATIONS AND WARRANTIES:** Contractor makes each of the following representations and warranties as of the effective date of this Participation Agreement and at the time any order is placed pursuant to the above-referenced Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- (a) **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Participation Agreement and the three (3) year period immediately preceding this

Participation Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

- (b) CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) EXECUTIVE ORDER 18-03 - WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, that Contractor does NOT require its employees, as a condition of employment, to sign or **agree** to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Participation Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

3.6. COMPLIANCE WITH LAW; TAXES, LIENSES, & REGISTRATION: Contractor **shall** comply with all applicable law. Prior to making any sales hereunder, if Contractor is not already registered, Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to Purchasers in the State of Washington, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

3.7. CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES:

- (a) CONTRACTOR'S SALES AUTHORITY. Pursuant to this Participation Agreement, Contractor is authorized to provide only those goods and/or services set forth in the above-referenced contract category for the above-referenced Sourcewell Master Agreement as conditioned by this Participation Agreement. Contractor shall not represent to any Purchaser hereunder that it has any authority to sell any other goods and/or services.
- (b) PURCHASE ORDERS. To utilize the Sourcewell Master Agreement, each order must include the following information and be submitted to an authorized dealer for Contractor:
 - 1. Sourcewell Master Agreement No. 093021-EXP;
 - 2. Washington Master Contract No. **06121**;
 - 3. Purchase Order amount; and
 - 4. Purchaser's contact information (i.e., name, address, telephone number, email).
- (c) INVOICES. Contractor must provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order. Each invoice must include the following:
 - 1. Sourcewell Master Agreement No. 093021-EXP;

2. Washington Master Contract No. **06121**;
 3. Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM);
 4. Applicable Purchaser's order number;
 5. Invoices must be prominently annotated by the Contractor with all applicable volume discount(s).
4. **PRIMARY CONTACTS:** The primary contacts for this Participation Agreement are as follows (or their named successors):

Exprolink Inc.

2170 RUE de la province
Longueuil Quebec J4G1R7
Canada

Craig Harrington

Phone: 855 651-0444

Email: craigh@exprolink.com

State of Washington

State of Washington
Department of Enterprise Services
Contracts & Procurement Division
P.O. Box 41411
Olympia, WA 98504-1411

Attn: Alec La Brayere

Tel: 360.489.4484

Email: alec.labrayere@des.wa.gov

5. **SUBCONTRACTORS AND DEALERS, DISTRIBUTORS AND/OR RESELLERS:** Contractor is authorized, without additional consent, to utilize its Designated Subcontractors, Dealers, Distributors, and/or Resellers ("Subcontractors") to provide sales and service support to Purchasers hereunder; provided, however, that such participation shall be in accordance with the terms and conditions set forth in the Sourcewell Master Agreement and this Participation Agreement. Contractor shall maintain a list of such Designated Subcontractors utilized for this Participation Agreement, and, upon request, promptly provide Enterprise Services with such list and any updates.
- (a) **CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS.** Contractor shall be responsible to ensure that all requirements of the Sourcewell Master Agreement (including, but not limited to, COVID-19 Vaccination Verification, insurance requirements, indemnification, Washington State business registration, etc.) flow down to any and all Subcontractors. In no event shall the existence of a subcontract between Contractor and its Subcontractor operate to release or reduce Contractor's liability to Enterprise Services or any Purchaser for any breach of the Sourcewell Master Agreement or this Participation Agreement. As to Enterprise Services and Purchasers hereunder, Contractor shall have full and complete responsibility and liability for any act or omission by Contractor's Subcontractors.
 - (b) **PURCHASER PAYMENT REGARDING CONTRACTOR'S DESIGNATED SUBCONTRACTORS.** Notwithstanding any provision to the contrary, the parties understand and agree that for any contract sales or service provided pursuant to the Sourcewell Master Agreement and this Participation Agreement, Purchaser payment shall be made directly to Contractor as the awarded vendor pursuant to the competitive procurement; *provided*, however, that, in the event any such sales or services are performed by a Designated Subcontractor for Contractor, Contractor may

instruct such Purchaser to make payment for such sales or services to Contractor's identified Designated Subcontractor. Regardless of whether Contractor instructs a Purchaser to **make** such payment to Contractor's Designated Subcontractor, Contractor shall remain responsible for performance.

- (c) **CONTRACT SALES REPORTING.** Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by purchaser, and also report total contract **sales**, delineated by purchaser, on a consolidated Contractor 'roll-up' **basis**. Contractor shall maintain records supporting such reports in accordance with the Sourcwell Master Agreement's records retention requirements.

- 6. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Purchaser for any good and/or service in the above-referenced contract category for the above-referenced Sourcwell Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Sourcwell Master Agreement as conditioned by this Participation Agreement.

7. **RECORDS RETENTION & PUBLIC RECORDS:**

- (a) **RECORDS RETENTION.** Enterprise Services shall each maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both Parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- (b) **PUBLIC INFORMATION.** This Agreement and all related records are subject to public disclosure as required by the relevant public records act of the Participant's jurisdiction. No party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under a Participants' public records act, without first providing notice to the other party within ten (10) business days of the receipt of the request. The Parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

8. **GENERAL:**

- (a) **INTEGRATED AGREEMENT; MODIFICATION.** This Participation Agreement and Sourcwell Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participation Agreement may not be modified except in writing signed by the Parties.
- (b) **AUTHORITY.** Each party to this Participation Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participation Agreement and that its execution, delivery, and performance of this Participation Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.


- (c) No AGENCY. The Parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- (d) GOVERNING LAW. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- (e) CAPTIONS & HEADINGS. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- (f) ELECTRONIC SIGNATURES. A signed copy of this Participation Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participation Agreement or such other ancillary agreement for all purposes.
- (g) COUNTERPARTS. This Participation Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participation Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participation Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Elena McGrew
Elena McGrew
Title: Enterprise Procurement Manager

Exprolink Inc.

By: 
Jean Bourgeois
Title: President

**Solicitation Number: RFP #093021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Exprolink Inc., 2170 de la Province Longueuil, Quebec Canada J4G 1R7 (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 Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies 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 November 16, 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 Change 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.

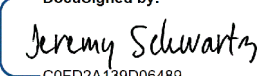
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.


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

Exprolink Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
11/15/2021 I 11:34 AM CST
Date: _____

DocuSigned by:

By: 8870705E846A450...
Jean Bourgeois
Title: President
11/15/2021 I 4:52 PM CST
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
11/15/2021 I 4:52 PM CST
Date: _____

RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name: Exprolink Inc.

Does your company conduct business under any other name? If yes, please state: Exprolink / Madvac

Address: 2170 de la Province
Longueuil, Quebec J4G 1R7

Contact: George Bally

Email: gbally@exprolink.com

Phone: 855-651-0444 29

Fax: 450-651-0447

HST#: 856492020

Submission Details

Created On: Friday August 13, 2021 00:29:24

Submitted On: Tuesday September 28, 2021 10:06:52

Submitted By: George Bally

Email: gbally@exprolink.com

Transaction #: 70634c69-a6ca-48e3-bcfd-0b93e1f89c73

Submitter's IP Address: 147.253.129.62

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Full Legal Name: Exprolink Inc. Mailing Address: 2170 de la Province, Longueuil, Quebec, Canada, J4G 1R7 Email Address: info@exprolink.com Telephone Number: 1-855-651-0444 US Tax Identification Number: EIN: 98-1225971 Canada Tax Identification Numbers: Federal Government of Canada (GST): 856492020 Province of Quebec: 1214412485
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Full Legal Name: Exprolink Corp. Location: Littleton NC Mailing Address: 2170 de la Province, Longueuil, Quebec, Canada, J4G 1R7 Email Address: info@exprolink.com US Tax Identification Number: EIN: 98-1225971 (See uploaded document in Financial Strength folder "Exprolink Corp.")
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Our Proposer DBA names are: 1 - Exprolink / 2 - Exprolink/Madvac / 3 - Madvac
4	Proposer Physical Address:	2170 de la Province, Longueuil, Quebec, Canada J4G 1R7 (See uploaded document in Financial Strength folder "Exprolink head office")
5	Proposer website address (or addresses):	www.madvac.com / www.exprolink.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):	Jean Bourgeois President 2170 de la Province, Longueuil, Quebec, Canada J4G 1R7 hjb@exprolink.com Office : 1-855-651-0444 ex. 21 / Cel. 514-627-7373.
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	George Bally Sales & Marketing Manager - USA / Canada 2170 de la Province, Longueuil, Quebec, Canada J4G 1R7: gbally@exprolink.com Office: 1-855-651-0444 ex. 29 / Cel. 514-884-0296
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Louis Martin Durand General Manager 2170 de la Province, Longueuil, Quebec, Canada J4G 1R7: lmd@exprolink.com Office : 1-855-651-0444 ex. 23 / Cel. 514-773-4691.

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	<p>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>	<p>Exprolink is a wholly owned subsidiary of Viconnex Inc., a holding company based in Montreal, Canada who also owns Omega Liquid Waste Solutions Inc. www.omega-lws.com. Since 2011, Exprolink is the sole manufacturer and distributor of the Madvac product line. Take note of new Exprolink and Madvac logos - will be fully deployed on our website, social media, and all company documents before the end of November 2021. (See uploaded document in Financial Strength folder "New Exprolink and Madvac logos")</p> <p>Madvac began its activities in 1987 and quickly developed a lasting impression in the industry for the quality and uniqueness of its different compact outdoor cleaning vehicles. With 5000+ units sold worldwide, the Madvac line solidified its name and global presence in both public and private sector markets. Today, Exprolink is the fastest growing compact litter vacuum vehicle manufacture in the world. Our Madvac product line is specifically designed to help customers quickly and safely remove litter in all the areas that large street sweepers can't access or manage. This is what makes Madvac models so unique. (See uploaded documents in Financial Strength folder "Madvac models/litter applications and Exprolink-Madvac history")</p> <p>Our products are sold via a vast network of trained, independent dealers and agents. Exprolink/Madvac is currently active in the following geographical markets: North America - all provinces in Canada, all states in the USA (including Hawaii and Alaska), Mexico, Puerto Rico; South America - Chili, Columbia, Peru; Middle East - Saudi Arabia, U.A.E.; Asia - Hong Kong, Malaysia, Philippines, Singapore, South Korea.</p> <p>In the United States and Canada, important to note that becoming a Sourcewell awarded contract vendor in 2018 led to a growing number of customers purchasing Madvac equipment direct, without involving a local dealer or agent. Contrary to big street sweepers and other large pieces of equipment, our units are less complex, have less parts, and can easily be maintained by any experienced mechanic. Our Sourcewell contract facilitated the procurement process which helped a lot with these customers. (See uploaded document in Financial Strength folder "Reference letter - Rapid City")</p> <p>Exprolink strives to help clients around the world meet their environmental cleaning challenges by creating quality Madvac vehicles that support their needs. Exprolink core values include Excellence, Respect, Teamwork and Creativity. We see the future as a multitude of exciting growth opportunities. We are proud of the machines we build, our attention to detail, our constant efforts to improve their safety and performance. We listen to our clients because we know their feedback is critical in helping us better serve their changing needs. (See uploaded document in Financial Strength folder "Core values & philosophy")</p> <p>2021 is a very exciting year for Exprolink management and staff as we approach November launch of new production line for the 2nd generation LN50 and LR50 electric litter vacuum vehicles. These truly unique machines powered using lithium NMC battery packs from our strategic partner Zero Motorcycles based in Scotts Valley CA, will offer up to 9hr autonomy, and attract many new fleet customers across the USA and Canada. (See uploaded document in Financial Strength folder "Exprolink-Zero press release")</p>
10	<p>What are your company's expectations in the event of an award?</p>	<p>Our expectations are simple: continue to increase our current Sourcewell sales. 2021 has been a record year for Exprolink/ Sourcewell sales (122017-EXP). We wish to pursue this exciting growth and satisfy the litter control needs of many more Sourcewell members throughout the United States and Canada. (See uploaded document in Financial Strength folder "Sourcewell sales - Exprolink")</p> <p>Despite the pandemic, decision by company Tennant to discontinue the popular ATLV 4300 dramatically impacted our LN50 and LR50 sales both in Canada and especially in the USA. The best is yet to come as many existing ATLV customers will need to replace their units in the coming years. This, combined to our upcoming launch of the 2nd generation LN50 and LR50 vocational electric vehicles (VeV) will clearly position our company to sell more than 100 Madvac units each year with Sourcewell. (See uploaded document in Financial Strength folder "Tennant ATLV - Madvac LN/LR50")</p> <p>We are also confident this sales objective is attainable based on the following:</p> <ol style="list-style-type: none"> 1) There is more off-road litter today than ever before - the need for our equipment keeps increasing year after year. Covid pandemic has increased awareness relative to the dangers of masks, gloves, and other medical accessories littering the landscape. Public safety is a priority - Madvac ride-on compact litter vacs are ideally suited to address this need. 2) Our network of authorized Madvac dealers and agents has never been as strong as today allowing us to offer nationwide coverage. 3) Addition of company National Sales Manager, 3 Regional Sales Managers and 3 Field Service Technicians in the USA will increase our level of support and service for all dealers/agents, and end-users 4) Our ability to sell direct and service customers keeps growing and is particularly effective when customers use Sourcewell instead of the conventional long and tedious bid process. 5) Growing Canoe Procurement outreach and presence in Canada will benefit us greatly since we are a Canadian company already close to the market. 6) Addition since 2020 of new personnel and resources in our marketing department has led to best-ever Madvac social media presence - we are currently receiving each week a record number of new, incoming leads/quote requests despite the on-going pandemic. 7) Our LS125 VeV sweeper coming in Q1 2022 will quickly attract many new customers because of its very competitive price, unique characteristics, low dB, and up to 9hr autonomy. 8) Our firm intention to continue directing all our business development and marketing efforts around Sourcewell as we have done with our current contract 122017-EXP.

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.	<p>From the very beginning Exprolink demonstrated its ability of being a financially sound and profitable organization. In addition to the guidance and skills of our excellent management team, the company is supported by recognized financial partners who believe in our activities and expansion (See uploaded document in Financial Strength folder "BMO reference letter")</p> <p>In 2019-2020, after a very detailed examination of our company, product line, manufacturing capabilities, distribution channels, and market potential, one of Quebec's largest and most successful investment funds named Fonds de Solidarite FTQ decided to invest 3 million dollars in Exprolink. https://www.fondsftq.com/en This significant achievement also landed Exprolink on first pages of the FTQ annual report to its shareholders.</p> <p>As of July 31st, 2021, Exprolink enjoys a working capital ratio nearing 2, a debt/equity ratio of 0,75 with 57% of its total assets financed with equity in spite of the negative impact of Covid-19 in its financial results for the year ending July 31st 2020 and some remaining negative impact in 2021. (See uploaded document in Financial Strength folder "FTQ 2020 annual report - page 42")</p> <p>About the Fonds de Solidarite FTQ (Extract from their website) Created in 1983, the Fonds de solidarite FTQ is a development capital fund that calls upon the solidarity and savings of Quebecers to help fulfill its mission to contribute to Quebec's economic growth by creating, maintain or protecting jobs through investments in small and medium-sized businesses in all spheres of activity. The Fonds also seeks to encourage Quebecers to save for retirement and to offer its over half a million shareholders-savers a reasonable return over and above the outstanding tax benefits they receive by purchasing Fonds shares. With net assets of \$17.2 billion as at May 31, 2021, the Fonds de solidarite FTQ has become a hub of knowledge and resources for Quebec businesses and a key player in the local economy.</p> <p>FTQ's \$3M investment in our company allowed us to completely redesign and expand our entire production floor and accelerate our electrification program of all our models. This major project completed summer 2021 practically doubled our production capability, increased the footprint/inventory of our Exprolink/Madvac Parts department, and most importantly, set-up for the November 2021 launch of the electric LN50 and LR50 production line. In addition, this project enabled us to improve our production efficiency with new tooling, more effective assembly workflow and procedures, and provide an even safer work environment for our employees. To summarize, in our company's entire history never has our production floor and manufacturing capabilities been as efficient and strong as it is today. (See uploaded documents in Financial Strength folder "FTQ letter to Sourcewell", "FTQ 3M investment", and "Exprolink-Zero press release")</p>
12	What is your US market share for the solutions that you are proposing?	<p>Our overall market share is quickly evolving and will continue to do so in the coming years. Here is our assessment of market share for each model, and why we believe Exprolink will experience rapid sales growth in 2022 and beyond:</p> <p>Portable vacuum LP61-G: Market share virtually 100%: in the past 10 years we have not lost a single order to a competitor for this machine. 2 main reasons: a) very few companies offer a similar-type machine, and b) these companies are all located overseas. Considering the low cost of the unit + expensive freight charges to ship from abroad into North America, no one can compete against the LP61-G. (See uploaded document in Financial Strength folder "61-G recent customers")</p> <p>In late 2021, Sourcewell members who purchase LP61-G skid-mount will also have the possibility of ordering a new option for the machine known as LC400 and LC600 Collector. This unique trailer-mount electric portable trash collector will attract even more customers to purchase the LP61-G. Operator will be able to transfer litter from the 61-G skid-mount unit to the Collector unit for increased litter capacity and efficiency out in the field. The LC400 offers 4 cubic yards of litter capacity, and the LC600 provides 6 cubic yards. (See uploaded document in Marketing Plan folder "LP61-G - electric Collector option")</p> <p>LN50 and LR50 ride-on litter vacuum - diesel and electric: Market share virtually 100%: with Tennant discontinuing the ATLV 4300 in 2020, not a single company remains on the market that offers an equivalent alternative except the Madvac LN50 and Madvac LR50 (48" wide, all-terrain, ride-on litter vacuum vehicle) (See uploaded document in Financial Strength folder "Tennant ATLV - Madvac LN/LR50")</p> <p>As a result, the entire market for that machine type now belongs to Exprolink. Said differently, we now get all the POs unless client does not have the available budget to purchase. To illustrate the impact of Tennant's decision, our combined LN50 and LR50 Sourcewell sales in 2019 were roughly \$70,000 USD, \$82,000 USD in 2020, and so far in 2021 more than \$1,100,000 USD!! This growth is only beginning and will continue to increase in 2022 and beyond. (See uploaded document in Financial Strength folder "LN/LR 50 recent customers")</p> <p>Launch in November 2021 of the 2nd generation LN50 and LR50 VeV's will position Exprolink to further attract many existing ATLV customers and many new government and educational customers who insist on eco efficient litter removal solutions for their fleet. We have witnessed a strong increase in demand over the past year and expect our VeV's to quickly become our best-selling units heading into 2022.</p> <p>LS175 compact sweeper: Market share 20 to 30%: this will increase starting Q1 2022 with launch of the new LS125 electric unit. This price competitive, unique machine will offer up to 9hr autonomy and meet rapidly growing demand for a zero emission 48-inch-wide sweeper. This machine also has the perfect height for indoor parking garages. (See uploaded document in Financial Strength folder "LS175 recent customers")</p>
13	What is your Canadian market share for the solutions that you are proposing?	For all our models, answer is identical to Line Item 12 with the exception that in Canada, prior to Tennant discontinuing the ATLV 4300, our LN50 and LR50 litter vacuum models already had roughly 75% of the market share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Exprolink Inc. has never filed for bankruptcy protection.

15	<p>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.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Answer: is b)</p> <p>Exprolink is the sole manufacturer of the registered trademark Madvac. Distribution of our products is done through our network of trained, independent dealers and agents that effectively cover all 50 states in the USA and the 10 Canadian provinces. Our effective sales force exceeds 300 representatives who actively engage with decision-makers in the outdoor cleaning industry. None of our dealers or agents have signed exclusivity in the territory they cover - this allows Sourcewell members to select which Madvac dealer or agent they prefer to work with, and also gives them the possibility if they wish, of purchasing their Madvac unit(s) directly from Exprolink. These customers all have their own experienced mechanics who have the necessary skills to do maintenance and repairs on our machines. Important to mention our equipment is simpler than large street sweepers or other specialty vehicles. As a result, any seasoned mechanic can easily maintain our units. (See uploaded document in Financial Strength folder "Reference Letter - City of Bremerton")</p> <p>All Madvac dealers/agents have a solid background in the sweeping / litter collection industry. Their sales representatives have strong technical skills and the ability to properly assess customer needs.</p> <ul style="list-style-type: none"> - Conduct sales and business development activities - Prepare and present quotes - Receive and process purchase orders - Manage PDI and delivery of equipment at client location - Train end-users on the safe and proper operation of all Madvac vehicles - Provide on-going warranty and service <p>All Madvac DEALERS:</p> <ul style="list-style-type: none"> a) have a sales team fully trained by Exprolink personnel for the Madvac product line b) have Madvac presence on their own website c) promote the Madvac line on social media, at trade shows, and other industry events d) typically have one or more Madvac demo units at their location e) have qualified staff for full service and repair of all our machines - trained by Exprolink personnel f) have an inventory of Madvac consumables and spare parts <p>All Madvac AGENTS</p> <ul style="list-style-type: none"> a) have a sales team trained by Exprolink personnel for the Madvac product line** b) typically have several nearby Madvac customers willing to show their unit to potential customers c) have qualified staff for full service and repair of all our machines - trained by Exprolink personnel. <p>** a very limited number of Madvac agents do not sell our equipment - however they offer complete service and maintenance on all our units.</p> <p>To support our many USA dealers and agents, and to also support customers who purchase directly from Exprolink, our company has a USA National Sales Manager located in NC, 3 USA Regional Sales Managers (NC, TX, CA), and 1 (soon 3) Field Service Technicians (NC). All are Exprolink Corp. employees, our USA subsidiary. In Canada, aside from direct sales possibilities, we cover the territory with 5 well established dealers, each being recognized leaders in the outdoor cleaning industry: We have a Canada National Sales Manager, a team of 2 Regional Sales Managers, and 2 Field Service Technicians to support our Canadian dealers and direct sale customers. All are Exprolink employees. (See uploaded document in Financial Strength folder "Madvac territory maps")</p> <p>Whether in Canada or the USA, never have our Madvac dealers and agents been supported and trained as well as today. Our National Sales Managers, RSM s and FST s are very present for face-to-face meetings, client demos, equipment deliveries, on-going training, quick response & support to any equipment malfunctions out in the field, issues related to maintenance or repairs, etc. In addition, our secured, web dealer portal contains valuable content such as operator training videos, operator & maintenance tips, equipment manuals, etc. that all Madvac dealers/agents can access anytime.</p>
16	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Exprolink Inc. is not required to provide specific licenses or certifications to perform its activities.</p>
17	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Exprolink Inc. has never been suspended or disbarred during the last ten years.</p>

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	<p>Our most significant award has been the Sourcewell contract 122017-EXP we were awarded in 2018. We are extremely proud of this accomplishment, and make sure everyone knows by having the Sourcewell logo on all our literature and social media. We recognize that many companies try, and few succeed in becoming a Sourcewell awarded contract vendor. As a result, any company who successfully earns this privilege must consider this as recognition for being named as part of a very select group of companies considered to be top leaders within their industry sector.</p> <p>This past summer, a branch of the Quebec Government called Investissement Quebec selected Exprolink as a key manufacturer they wish to promote across Canada and the United States. The mission of this unique delegation is to leverage the many contacts they have with large private and public entities throughout the USA and Canada to help Quebec-based manufacturers increase their market share. Their efforts are already opening many new doors for us. Most of these potential clients are large municipalities such as Boston, Pittsburgh, Seattle, Halifax - all likely to purchase using Sourcewell. We are very proud of this accomplishment for the future growth of our company. (See uploaded document in Financial Strength folder "Investissement Quebec letter")</p>	*
19	What percentage of your sales are to the governmental sector in the past three years	Over the past three years 69% of our USA/Canada sales come from the government sector.	*
20	What percentage of your sales are to the education sector in the past three years	Over the past three years 11% of our USA/Canada sales come from the educational sector. With launch of our new LN50-LR50-LS125 electric models, we expect education sector sales to surpass 20% starting 2022.	*
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?	Aside from our current Sourcewell awarded contract, Exprolink inc. does not directly hold any state, provincial, or cooperative purchasing contracts. However, some of our dealers/agents do, such as HGAC in Texas, Tallahassee in Florida, etc.	*
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?	Exprolink Inc. does not hold any GSA contracts.	*

Table 4: References/Testimonials

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

Entity 1ame *	Contact 1ame *	Phone 1umber *	
City of Denver CO	Lance E. Jay	(720) 913-8119	*
City of Okanogan County WA	Kent Kovalenko	(509) 422-2602	*
City of Brooklyn Center MN	Pete Moen	(763) 569-7102	*

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 1ame	Entity Type *	State / Province *	Scope of :ork *	Size of Transactions *	Dollar Volume Past Three Years *	
Ville de Montreal	Government	QC - Quebec	LR50	18 units	CA\$1,800,000.00	*
City of Toronto	Government	ON - Ontario	LN50	19 units	CA\$1,088,928.00	*
Housing Authority of the Birmingham District	Government	Alabama - AL	LR50	11 units	US\$532,268.00	*
City of Denver	Government	Colorado - CO	LS175	4 units	US\$432,456.00	*
Washington DC	Government	District of Columbia - DC	LS175 and LR50	5 units	US\$299,455.00	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
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25	Sales force.	Exprolink sales force: In the United States our company has a National Sales Manager (NC) and 3 Regional Sales Managers (NC, TX, CA). These individuals are all full-time Exprolink employees. In Canada, we have 1 National Sales Manager and 2 RSM s. covering the territory, each also Exprolink employees. All RSM s actively support the Madvac dealers/agents located within the geographical territory they cover. RSM s are also very involved with customers who have purchased direct from Exprolink instead of going through one of our dealers/agents. A team of 15 employees at Exprolink head office assist/support RSM s in a variety of functions which includes 2 Field Service Technicians, parts & service, logistics and transport, inside sales, marketing, engineering, and accounting. Our President and General Manager are also very active in the field interacting with dealers/agents and end-users, doing presentations, participating in different sales-related events, trade shows, conferences, etc. The combined effort of all Exprolink personnel allow the company to effectively engage and serve customers no matter where they are situated in the United States or Canada.
26	Dealer network or other distribution methods.	Exprolink dealer/agent network: Distribution of our products is done through our network of dealers and agents that effectively cover all 50 states in the USA and the 10 Canadian provinces. (See uploaded document in Upload Additional Documents folder "List of Madvac dealers and agents") Each dealer has a service center staffed with factory-trained, highly experienced technicians. All dealers stock Madvac consumables and spare parts recommended by Exprolink to serve end-users quickly and efficiently. Madvac dealers have excellent representatives and inside sales specialists to actively support and develop relations with customers in their respective regions. Our company also has many agents located throughout the USA and Canada. Agents are not recognized Madvac dealers however engage with customers on Madvac sales opportunities and have the necessary training and support from our company to sell and service all our models. Exprolink direct sales: As previously mentioned, any USA or Canada Sourcewell member can also if they wish, purchase their Madvac unit(s) directly from Exprolink. These customers have their own experienced mechanics who possess the necessary skills to do maintenance and repairs on equipment such as ours. Important to note our machines are simpler than large street sweepers or other specialty vehicles. As a result, any seasoned mechanic can easily maintain our units. Consumables and parts can also be purchase directly at Exprolink, and our different RSM s and FST s out in the field + Exprolink head-office personnel available for support and training. Exprolink direct sales is growing and will continue to evolve the future because of our ability to satisfy customer needs without requiring the assistance of a Madvac dealer or agent.
27	Service force.	Exprolink service force: In the United States our company has 1 (soon 3) Field Service Technicians (FST) and 2 FST s in Canada. Our Field Service Technicians support our RSM s and dealer/agent network, as well as customers who purchase their Madvac unit(s) directly from Exprolink. Aside from doing equipment demos they are responsible for assisting clients repair and maintain equipment when needed and are also very involved in Madvac operator training. The FST also works closely with all dealers/agents answering technical questions, on-site training, support, and assistance relative to maintenance & repairs, etc. Additional customer service support is offered by our company via: 1) Exprolink toll free parts and service department phone lines open from 7am to 6pm EST, Monday through Friday 2) 24 to 48hr delivery for parts (via FEDEX) 3) Dealer corner Internet portal (technical information parts bulletins, warranty information, operator training videos, operator and maintenance tips, machine manuals, PDI checklists, etc.) 4) Exprolink head office personnel which includes parts & service, logistics and transport, inside sales, and engineering. In 2022 and 2023 three Exprolink company stores will be opened in the United States to accelerate delivery of machine spare parts and consumables. These stores will also benefit customers with reduced freight costs instead of shipping goods from Longueuil, Canada.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our proposed Sourcewell order process is a continuation of what we have been doing since our 122017-EXP contract was awarded in 2018. 1) Sourcewell member will issue a purchase order to Proposer directly (in the case of a direct sale) or to authorized Madvac dealer/agent. 2) PO document will indicate end-user Sourcewell member number as well as our Exprolink Sourcewell awarded contract vendor number. 3) Dealer/agent will send us his purchase order document also indicating end-user name, Sourcewell member number, and our awarded contract number. 4) Once PO is received, Exprolink inside sales department will validate that pricing corresponds to the terms of our Sourcewell contract price sheets. This includes validating payment terms and conditions are all compliant. 5) After validation, an internal authorization is given by the appropriate Exprolink Regional Sales Manager to process the PO and add to the production board. An order acknowledgement is sent to the dealer/agent (or directly to the end-user in the event of a direct sale) (See uploaded document in Standard Transaction Documents folder "4 - order acknowledgement - sample") 6) The Sourcewell sale is recorded by our accounting department within our dedicated Sourcewell record-keeping files. From there, quarterly remittance payment amounts to Sourcewell are calculated and processed. 7) Once the order ships, Exprolink invoice is sent either directly to the Sourcewell member (direct sale) or to the dealer/agent. The invoice will indicate end-user Sourcewell member number as well as Exprolink awarded contract vendor number. (See uploaded document in Standard Transaction Documents folder "6 - invoice - sample")

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our customer service program has 3 layers:</p> <ol style="list-style-type: none"> 1) Our USA. and Canada network of dealers and agents 2) Our Regional Sales Managers (RSM) and Field Service Technicians (FST) out in the field 3) Exprolink head office parts & service, logistics and freight, inside sales, and engineering departments. <p>When a unit is not functioning properly, end-user will either communicate with his/her Madvac dealer/agent or contact us in the event the unit was sold direct from Exprolink. In all cases, response-time back to the customer is less than 8 hours. If required, our own FSR, or Madvac dealer/agent service technician will be at the customer location within 48 hours to investigate the malfunction/issue. Following this visit, action plan to address and resolve is determined - this may include sending parts overnight if required. In all instances, Sourcewell member can at any time communicate with our company including using our Madvac website / Parts and Service https://madvac.com/parts-services/ Most machine related issues do not require on-site presence to address. We know our machines well and often make use of photo/video sharing to easily troubleshoot at a distance.</p> <p>Our company keeps track of all non-conformity and warranty claims within a custom-built database. This capability allows better and quicker response to address customer needs and helps us identify certain parts/components that may need improvement.</p> <p>We are in regular contact with all our dealers to monitor their inventory levels and minimize risk of having parts on back-order. Over the years the name Madvac has grown to be recognized in two distinct areas: product development and unparalleled customer service. Our commitment is to provide within 48 hours any of the 5000+ spare parts and consumables we carry on inventory to any location across the United States and Canada. (See uploaded document in Upload Additional Document folder "Exprolink customer service workflow")</p> <p>Each year our company also conducts a detailed phone interview survey with customers who purchased their Madvac a few years ago. Purpose is to validate level of satisfaction, address any possible issues, and discuss suggestions to improve our machines.</p>
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Over the past 3 years roughly 50% of our total annual sales volume (worldwide) comes from customers located in the United States. Through direct sales, or sales coming from our many American dealers and agents, we effectively offer nationwide territory coverage. Madvac dealers are very knowledgeable with regards to Sourcewell and the many benefits Sourcewell provides for eligible customers. (See uploaded document in Upload Additional Document folder "USA dealer-agent territory coverage")</p> <p>As shown, the USA Madvac sales force represents a combined group of more than 300 sales representatives scattered throughout the country. Our USA coverage is broken down into 3 geographical territories known as T1 (USA East), T2 (USA Central) and T3 (USA West).</p> <p>Each of the 3 territories are managed by a Exprolink employee Regional Sales Manager. The RSM lives and works within his designated territory. RSM s report to our USA National Sales Manager who also resides in the United States. The RSM actively supports Madvac dealers and agents within all aspects of the sales, and after sales process. RSM is also very active in training dealers / agents, helping everyone become more proficient at selling/servicing Madvac equipment. The RSM is in constant interaction with clients answering questions, providing information, quotes, doing demos, machine deliveries, and monitoring customer satisfaction. Each of the 3 RSM s will soon be supported by the addition of a Field Service technician (FST). The FST s are all Exprolink employees. Our first FSR started in August 2021 and covers T1 (USA East). FSR for T2 (Central) and T3 (West) will be hired in Q1 2022. FST s support the RSM in his efforts to increase sales, and provide excellent customer service to dealers, agents, and end-users.</p> <p>In 2022-2023, we will also open 3 company stores, one in each territory. These stores will allow Madvac customers, dealers, and agents to quickly receive Madvac parts and consumables. Currently everything ships out of our Longueuil, Quebec facility. The stores will represent an important advancement towards our goal of reducing freight costs and reducing machine down-time.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Exprolink head-office and manufacturing facility is situated in Longueuil, Canada - this puts us in a favorable position with regards to the Canadian market and explains why our presence here is strong. Most private and public organizations across the country are familiar with the Madvac brand-name.</p> <p>We directly cover the province of Quebec market. Outside this region, our Madvac dealers are Vimar Equipment and Westvac for the western Canada provinces, Equipment World and Toromont in Ontario, and Saunders Equipment for the Atlantic provinces. Each dealer is fully trained to offer and service Madvac products. (See uploaded document in Upload Additional Document folder "Canada dealer-agent territory coverage")</p> <p>Worth mentioning that in 2020 City of Toronto purchased 21 Madvac LN50 units with our dealer Toromont. Before end of 2021 we are expecting a PO for another 19 units from a cleaning contractor, also for City of Toronto litter control needs.</p>
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our company does not have any location in the United States and Canada that we cannot fully service.
33	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?	Our company does not have any Member sectors that it cannot fully service throughout the entire United States and Canada. Also, Exprolink does not have other cooperative purchasing contracts that would limit our ability to actively promote and sell equipment with a Sourcewell contract throughout the USA and Canada.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Hawaii: no restriction is applicable to Sourcewell members. Our active agent in Hawaii is Allied Machinery in Waipahu www.alliedmachinerycorp.com (Allied is the largest locally owned and operated heavy equipment dealership in Hawaii)</p> <p>Alaska: no restriction is applicable to Sourcewell members. Our active dealer in Alaska is Ben s Cleaner Inc. located in Seattle WA. www.benscleaners.com (Ben s Cleaner has a 65+ year history and actively services many customers located in Alaska)</p> <p>For both Hawaii and Alaska, take note we also have the ability of selling direct and have successfully done so in the past.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
35	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>1) Formal press release / announcement sent to all Madvac dealers/agents to inform them of our new contract.</p> <p>2) Conference calls / Teams meeting with all dealer principals to confirm they received our announcement and review/discuss Exprolink / Sourcewell package sent to all Madvac dealers. This package will include:</p> <ul style="list-style-type: none"> - Copy of the press release (as per item 1) - Exprolink/Sourcewell pricing and relevant contract details - Instructions on required info we need to have on all Sourcewell POs received - Updated printed literature on Madvac products that highlight our new Sourcewell awarded contract vendor number - List to dealers of recommended marketing initiatives dealers can undertake to promote Madvac and our Sourcewell contract - this includes updating Madvac presence on their websites, Sourcewell logo, social media posts, email blast to their customers informing them of our new awarded contract - List to dealers of upcoming Sourcewell events that can be beneficial for reps and/or clients to attend to acquire more knowledge/expertise pertaining to Sourcewell - Discuss/review the Sourcewell supplier portal <p>3) Conference calls / Teams meeting with all Agent principals to confirm they received our announcement and review/discuss Exprolink / Sourcewell package sent to all Madvac agents. This package will include:</p> <ul style="list-style-type: none"> - Copy of the press release (item 1) - Exprolink/Sourcewell pricing and relevant contract details - Instructions on required info we need to have on all Sourcewell POs received - Updated printed literature on Madvac products that highlight our new Sourcewell awarded contract vendor number - List to dealers of upcoming Sourcewell events that can be beneficial for reps and/or clients to attend to acquire more knowledge/expertise pertaining to Sourcewell - Discuss/review the Sourcewell supplier portal <p>4) Exprolink mass email marketing campaign sent to all customers in our CRM database (8000+ USA/Canada contacts) Because of our current Sourcewell awarded contract, the Sourcewell logo is already everywhere on our website, brochures, email signatures, company letterhead, videos, and social media content on all platforms (LinkedIn, Facebook, YouTube channel, etc.) (See uploaded document in Marketing Plan Samples folder "Madvac - Sourcewell cobranding examples")</p> <p>Our dealers are already well versed on actively promoting Madvac and Sourcewell (See uploaded document in Marketing Plan Samples folder "Westvac - sample email marketing campaign")</p> <p>For all the above, please note this includes promoting Canoe Procurement for the Canadian market.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Each year we invest considerable time and effort at improving / optimizing our use of available technologies to enhance marketing effectiveness and sales. The starting point is our made-to-measure CRM platform that captures all key, critical client data, active opportunities (funnel), lead source, pending orders, activity by territory, model, dollar value, etc. From there, we regularly extract many reports that are carefully analysed and discussed. This info helps Exprolink management position many of our key, strategic marketing initiatives. (See uploaded documents in Marketing Plan Samples folder "Zoho CRM analytics", "Website request overview", "Website performance overview", "Social media platforms", "Google Ads - sample campaign performance")
37	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?	<p>Sourcewell's role:</p> <ol style="list-style-type: none"> 1) Communicate to all its members (and non-members if applicable) that a new contract has been awarded to Exprolink with supporting information on the company's product offering 2) Continue to provide detailed listings of new and existing Sourcewell members, annual review of all Sourcewell members, location, contract purchase dollars spent, etc. 3) Offer available support to address questions or issues that may arise in relation of everyday activities as they relate to the Sourcewell contract. 4) Provide ongoing training possibilities out in the field + online resources for training and awareness (Sourcewell supplier portal) 5) Offer promotional items <p>Exprolink's role:</p> <ol style="list-style-type: none"> 1) As done now, have 2 senior Exprolink staff member act as liaison between Exprolink and Sourcewell personnel. 2) Dedicated press release including large audience newspaper articles and TV segment (driven by our PR agency) 3) Make sure all our dealers/agents/direct sale Sourcewell members continue to submit their Sourcewell POs indicating all of the key information we require as per our awarded contract. 4) Continue to work with our dealers/agents promoting our contract and encouraging Sourcewell sales versus conventional bids or other state/local procurement contracts 5) Pursue with having all our sales/marketing literature and content with Sourcewell/Canoe Procurement logos - update our website and social media platforms 6) Make use of the Sourcewell supplier portal for ongoing training and support 7) Keep using a separate, detailed registry of all Sourcewell sales.
38	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.	Exprolink currently does not have a e-procurement ordering process. However, in 2022 our new IQMS ERP system will be launched and allow e-procurement ordering. In the meantime, last March we added on our new Madvac website Request a Quote button for all our models. This allows customers to quickly submit a detailed quote request including selection of desired options. Client must specify if he/she is a current Sourcewell member or not. If yes, client automatically receives a Sourcewell quote. If no, depending on the client activity sector, if eligible for Sourcewell membership we will engage and encourage customer to consider Sourcewell approach for purchase. (See uploaded document in Marketing Plan Samples folder "sample online quote request received")

Table 8: Value-Added Attributes

Line Item	Question	Response *
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39	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Extensive training on operation and maintenance of all Madvac vehicles is provided at no cost by all Madvac dealers and agents. Training sessions are personalized and adapted to the unique needs of each Sourcewell member. Training sessions are a mix of both theory and practice. Exprolink operator and maintenance documentation and available videos are always provided. (See uploaded document in Upload Additional Documents folder "sample Madvac LN/LR 50 manual")</p> <p>Our Regional Sales Managers and Field Service Technicians often support Madvac dealers / agents within the training process either in-person or at a distance. In the case of direct sales, our RSM.s and FST s are usually at client location when the unit is delivered to provide complete operator and maintenance training. There is no additional cost for this service.</p> <p>Please note many Madvac customers do not insist on having a company representative (or dealer/agent) on-site for delivery and training. Reason being some of our models are very easy to operate and manage + available documents we provide are often sufficient for their needs. We make very good use of technology to also train/answer questions, etc. at a distance. Should additional support be required we are always available for on-site presence. In all instances, there is no additional cost for Sourcewell members.</p> <p>Important to note our website offers two very useful resources in helping Madvac dealers/agents, and customers learn more about our machines relative to operator training and maintenance:</p> <p>1) The secured section of our website offers dealers/agents access to operator training videos they can share with customers + many useful documents related to maintenance and operator training. (See uploaded documents in Upload Additional Documents folder "LP61-G Operator & maintenance tips and LS175 Maintenance schedule")</p> <p>2) Our website also offers a detailed product overview document for each machine which greatly helps customers understand the unit they are buying - key machine characteristics, specs, and options are all shown in detail. Anyone can access these documents and review both during the buying process and afterwards in preparation for arrival of the machine. (See uploaded document in Marketing Plan Samples folder "LN50 product overview") For consumables and spare parts, our Parts & Service manager will engage with all dealers/agents to discuss potential spare parts needs, confirm the order process, warranty registration, warranty claim process, etc. Same approach is used for all Exprolink direct sales customers. He will also confirm key Exprolink contact names in the event client needs to speak with someone on our team relative to operator or maintenance questions/issues. There is no additional cost to Sourcewell members for this service.</p>
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40	Describe any technological advances that your proposed products or services offer.	<p>Our product line has greatly evolved over the past years with regards to performance, operator safety and comfort, and durability. Below is an overview of machine improvements including details relative to the new, 2nd generation LN50 and LR50 electric units coming to market in November 2021.</p> <p>Improvements to model LS175 Tier 4 diesel since 2018:</p> <ul style="list-style-type: none"> -Rotary shredder: new design, no more occasional clogging caused by debris, improved safety when servicing the unit, better performance than previous model -Throttle pedal: improved ergonomic design -Proximity sensors: improved security for the operator relative to hopper and shredder functions -Hydraulic controls: smoother operation, better security on the hopper operation -Hand brake: improved efficiency, better reliability, less force applied by operator -Service brakes: 30% increase in braking capacity -Cartridge filtration system: increased dust filtration capability to MERV 14 level -RWD: wheel motors sent to rear of vehicle for better traction and improved reliability on hydraulics -Pickup nozzle (vacuum head): increased efficiency by 17% and vacuum velocity by 10% -HVAC: increased efficiency and reliability for hotter climate temperatures -Rear footstep: added operator safety for filter and hopper cleaning -Hydrostatic reprogramming: smoother operation, more precise controls -Water tank plugs: now tool-less operation for draining water tanks <p>(See uploaded document in Marketing Plan Samples folder "LS175 diesel product overview")</p> <p>Improvements to models LN50/LR50 Tier 4 diesel since 2018:</p> <ul style="list-style-type: none"> -Heater: improved efficiency and security for the operator -Robotic Arm: improved durability and better rotation motor -Interior console: added USB and 12V feature + cell phone holder -Heated seat: additional comfort for the operator -Joystick: better reliability and durability of the arm controls -Footstep: for more operator comfort and safety -Electric throttle: improved control capability for the operator -LED lights: better visibility and more eco efficient -Heavy duty front suspension: improved durability and stability -Rear gas shocks: improved durability and stability -Water mist system: better dust control and security feature in the event of accidentally vacuuming a lit cigarette -Work lights: upgrade for operator safety -Engine air intake protection: increased protection against blockages caused by debris -Airport strobe lighting kit: added feature for safety and visibility -7-inch vacuum hose: better vacuum and air speed for even better suction -48-wide vacuum head: better vacuum with improved seal and better durability with new rollers <p>(See uploaded documents in Marketing Plan Samples folder "LN50 diesel product overview" and "LR50 diesel product overview")</p> <p>New LN50 / LR50 vocational electric vehicles (VeV):</p> <p>Our 2nd generation electric LN50-LR50 lithium-ion battery-powered machines will cater to all customers who favor eco efficient solutions for their fleet. These truly unique machines will run using one of the best, most effective compact battery models in the world. LN50-LR50 battery packs will offer close to 3 times better 'energy per weight and volume' ratio in the industry.</p> <p>LN50 electric video: https://www.youtube.com/watch?v=m0xyiKEPFGY</p> <p>(See uploaded document in Upload Additional Documents folder "Exprolink-Madvac LN50-LR50 electric")</p> <p>Our strategic battery provider is world-renowned, California-based Zero Motorcycles</p> <p>https://www.zeromotorcycles.com/</p> <p>Zero Motorcycles combine the best aspects of a traditional motorcycle with today's most advanced technology. Zero produces high-performance electric motorcycles that are lightweight, efficient, fast off the line and fun to ride. The company is 15 years in business and delivers more batteries than all other suppliers of motorcycle / ATV's combined. Zero has signed strategic partnerships with a select group of OEM manufacturers in various applications such as Polaris, and Exprolink. (See uploaded document in Financial Strength folder "Exprolink-Zero press release")</p>
41	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>As mentioned in line item 40 in November 2021 production line of our new, 2nd generation LN50 and LR50 vocational electric vehicles (VeV) begins. These truly unique machines will provide lower dB rating than the diesel equivalent, reduce green house gas (GHG) emissions by 17 tons annually, and offer up to 9h autonomy. Battery pack can be charged using standard Level 2 SAE charger J1772 at 6kw. Excluding Sourcwell member possibility of receiving a grant or subsidy for purchase of a VeV, payback on the additional cost of the LN50 and LR50 electric units versus diesel is less than 4 years. (See uploaded documents in Marketing Plan Samples folder "LN50 electric product overview" and "LR50 electric product overview")</p> <p>In Q1 2022 production line of our brand new, purpose-built LS125 electric sweeper will also begin. This VeV will be the first ever 48-inch wide, closed-cabin, tip-to-dump compact sweeper built in North America. The machine will reduce GHG emissions by 45 tons annually in comparison to operating a similar diesel unit. The LS125 electric will also be lower in height than the diesel version allowing easy access and clean-up for all indoor parking garages that have a 7-feet+ ceiling clearance. Excluding Sourcwell member possibility of receiving a grant or subsidy for purchase of a VeV, payback on the additional cost of the LS125 electric versus diesel is less than 5 years. (See uploaded document in Marketing Plan Sample folder "LS125 electric brochure")</p> <p>For all our electric models, battery-pack provider Zero Motorcycles offers an eco friendly product and comprehensive recycling program. (See uploaded document in Upload Additional Documents folder "Zero Motorcycles sustainability")</p>

42	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>Our strategic battery provider for the new LN50 and LR50 VeV's is world-renowned, California-based Zero Motorcycles https://www.zeromotorcycles.com/</p> <p>Zero electric powertrain technology meets or exceeds all North American standards within its product range. (See uploaded document in Upload Additional Documents folder "Zero data sheet - battery assembly - sustainability")</p> <p>As mentioned in Line Item 41, the electric LN50 and LR50 units will provide lower dB rating than the diesel equivalent and reduce green house gas (GHG) emissions by 17 tons annually. For the LS125 electric with launch in Q1 2022, this unit will also provide lower dB rating than diesel counterpart and reduce GHG emissions by 45 tons annually.</p> <p>Zero battery packs provide up to 9hr autonomy. They are rated for 1500 complete cycles - based on common usage of our machines, 95% of customers will need to replace the batteries between year 8 and year 12 of usage. Drop in battery performance over time will be gradual, not sudden.</p>	•
43	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>Exprolink does not have accreditation for Women or Minority Business Entity (WMBE) or Small Business Entity (SBE). However, please note our company supports and has always met the requirements of the Pay Equity Act. (Canada)</p> <p>Exprolink staff has and will always be composed of a multi-ethnic, male/female group of individuals where everyone is treated equally and with respect.</p>	•
44	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>Unique attributes of our company:</p> <p>1) Exprolink is the ONLY manufacturer of compact outdoor cleaning vehicles in North America. We are an existing Sourcewell awarded contract vendor and are currently having a record year in terms of # of units sold, and dollar value. Exprolink overall sales have tripled over the past 3 years.</p> <p>2) We are financially supported by one of Canada's largest investment funds (Fonds de Solidarite FTQ). (See uploaded document in Financial Strength folder "FTQ letter to Sourcewell")</p> <p>3) We also have the support of the Quebec Government who is opening doors for us throughout the United States and Canada with one of its key agencies (Investissement Quebec)</p> <p>(See uploaded document in Financial Strength folder "Investissement Quebec letter")</p> <p>4) In the compact, outdoor cleaning sector (ride-on litter vacuums and sweepers) our company has the largest dealer/agent network in the industry, able to cover the territory coast to coast both in the United States and Canada.</p> <p>(See uploaded document in Financial Strength folder "List of Madvac USA-Canada dealers and agents")</p> <p>5) In the United States our dealers/agents are supported by a team of Exprolink employees all located in the USA: 1 National Sales Manager, 3 Regional Sales Managers, and 1 (soon 3) Field Service Technicians. Our company also plans on opening 3 company stores in 2022 and 2023 for quicker delivery of consumables and spare parts. In Canada, our dealers/agents are supported by 1 National Sales Manager, 2 Regional Sales Managers, and 2 Field Service Technicians.</p> <p>6) Despite our extensive distribution network, a growing number of private and public sector companies are purchasing our equipment without involving one of our dealers/agents. Contrary to bigger pieces of equipment, our machines are easy to maintain/repair by any experienced mechanic.</p> <p>(See uploaded document in Financial Strength folder "Reference letter - Hazleton City Authority")</p> <p>7) In closing, our company is maybe the only Canadian manufacturer proposing on this bid. Granting Exprolink an awarded contract will certainly inspire many Canoe Procurement members and potential new members to embrace your national cooperative purchasing contract in Canada.</p> <p>Unique attributes of our product line:</p> <p>Urban centers today continue to face unprecedented issues related to litter. The consequences of litter for the environment are well known, dramatic, and carry a very high economic cost.</p> <p>(See uploaded document in Marketing Plan Samples folder "10 reasons why keep your city clean")</p> <p>One of the biggest problems with litter is that it is everywhere around us: streets, parks, sidewalks, alleys, pedestrian lanes, alongside buildings, roads, ditches, runways, fence lines, etc. - removing litter and debris at these locations cannot be done using convention street sweepers or other large size machines.</p> <p>As a result, different methods are used which include:</p> <p>a) manual litter picking (demeaning work, slow, inefficient, not safe)</p> <p>b) blowing the litter onto the street (slow, inefficient, noisy, provokes lots of dust in the air -negative impact on air quality, unpleasant for pedestrians near-by)</p> <p>c) displacing the litter onto the street using water pressure, (not environmentally friendly, increases pollution in the waterways, constant need to replenish water tanks)</p> <p>d) displacing the litter using a machine or vehicle that has rotating brushes (provokes lots of dust in the air - negative impact on air quality, unpleasant for pedestrians near-by)</p> <p>e) walk-behind type litter vacuums (slow, operator must be on his/her feet, limited litter capacity)</p> <p>Worth noting all these litter removal options are dependant on favorable climate conditions to do the work.</p> <p>Madvac proposes a truly unique line of diesel and electric compact ride-on litter vacuums and sweepers to address the problem differently. Our units are known as being the ideal, most efficient, and safe solution that truly out-perform the litter removal methods mentioned above:</p> <p>a) each Madvac model effectively replaces 6 to 8 manual litter pickers</p> <p>b) LN/LR units (diesel and electric) are all-terrain vehicles</p> <p>c) operator is seated on the machine, at a safe distance from the litter</p> <p>d) for operator comfort, units like the LS175 / LS125 sweepers and LR50 litter vac offer a closed cabin environment - ideal during less favorable weather conditions</p> <p>e) all our machines can collect litter that is dry, humid, or wet</p> <p>f) each Madvac unit has a unique dust control system that preserves air quality</p> <p>g) Madvac electric models offer up to 9-hr autonomy, zero emission, low dB solution for litter removal ((for many municipal and educational customers lower dB is a particularly important feature)</p> <p>h) our ride-on litter vacuums can cover much more ground than walk behind models - they do not require a CDL to operate, have full street legal lighting, and are equipped with a 15-foot wander hose for hard-to-reach areas.</p> <p>i) litter capacity of our ride-on units is greater than all walk-behind models on the market.</p> <p>j) the Madvac product line was specifically designed for parking lots, sidewalks & curbs, bus shelters, bike trails, pathways, alleys, pedestrian lanes, public markets, plazas, alongside buildings, fence lines, narrow roads, runways, etc. - in short, any environment challenged by constant accumulation of litter and debris in locations that bigger machines can't access or manage.</p> <p>(See uploaded document in Marketing Plan Samples folder "Madvac models - litter applications")</p>	•

		<p>The unique advantages/characteristics of our different models allow us to serve a very wide range of customers which include Cities and municipalities, Outdoor cleaning contractors, Solid waste & recycling centers, Amusement parks, Airports and seaports, Transit authorities, Educational and sports facilities, Shopping-Malls, Distribution centers, Casinos, Correctional facilities, Healthcare services, Manufacturing facilities, and Military.</p> <p>Additional key attributes of our equipment:</p> <p>LS175 and LS125 sweeper:</p> <p>1) LS175 and Q1 2022 LS125 model are the ONLY 48-inch wide, closed cabin, tip to dump sweepers built in North America. The LS175 diesel is also the least expensive 48 wide compact sweeper on the market.</p> <p>2) The LS125 electric with NMC battery packs will offer up to 9h autonomy. Can be charged using standard level 2 charger J1772 at 6KW or 110-volt standard wall socket.</p> <p>LN50 / LR50 - diesel and electric:</p> <p>1) The LN50 and LR50 models are the ONLY units on the market equivalent to the discontinued Tennant ATLV 4300. (See uploaded document in Upload Additional Documents folder "Tennant ATLV")</p> <p>2) Both LN50 and LR50 models can be equipped with a touch-free medical waste bin for syringes and other materials that may be high-risk for employee safety.</p> <p>3) The LN50 / LR50 electric with NMC battery packs will offer up to 9h autonomy. Can be charged using standard level 2 charger J1772 at 6KW or 110volt standard wall socket. (This charging option is particularly interesting for many customers)</p> <p>LN50 electric video: https://www.youtube.com/watch?v=yAp8l-Hr5Yw</p> <p>LP61-G - gas:</p> <p>1) Available skid-mount and trailer-mount. The ONLY compact, portable litter vacuum built in North America that offers vacuuming power up to 3000 CFM with 50-gallon litter capacity.</p> <p>2) Litter capacity of the LP61-G skid-mount can be increased with the addition of the optional LC400 and LC600 Collector. These unique, electric trailer-mount units allow operator to transfer litter from the 61-G skid-mount unit to the Collector for increased litter capacity and efficiency out in the field. The LC400 offers 4 cubic yard litter capacity while the LC600 provides 6 cubic yards.</p> <p>See uploaded document in Marketing Plan Samples folder "LP61-G - electric Collector option"</p>
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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 *
45	Do your warranties cover all products, parts, and labor?	<p>Our company provides warranty coverage to the original purchaser for all new equipment manufactured by Exprolink to be free from defects in material and workmanship under normal operating conditions and proper use for a period of twelve (12) consecutive months from the date placed in service or one thousand (1000) hours of operation, whichever occurs first. At time of order, all Madvac customers have the option of buying a 1-year or 2-year extended warranty. Extended warranty terms and conditions are identical to the standard 1-year warranty with the exception that warranty duration/hours of usage are extended. Cost for extended warranty options is indicated on all our price sheets for each model.</p> <p>Warranty on parts repaired or replaced by Exprolink (or an authorized Exprolink dealer, agent, or third party) are guaranteed for the remainder of the original warranty period.</p> <p>Labor rate for diagnostics, replacement, or repair of defective parts covered under warranty is 85% of the approved prevailing door rate. (See uploaded documents in Warranty folder "Exprolink warranty- diesel/gas engine models" and "Exprolink warranty - battery powertrain models")</p>
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty does not impose usage restrictions or other limitations that may adversely affect coverage. However, warranty coverage may be affected if end-user does not respect certain normal operating conditions mentioned in our warranty document. For example: a) neglecting to execute the prescribed maintenance schedule, and b) using the machine within an environment/application that does not correspond to the capabilities/vocation of the unit.
47	Do your warranties cover the expense of technicians travel time and mileage to perform warranty repairs?	For the first six (6) months of the warranty, travel warranty coverage is limited to a maximum of three (3) hours of round-trip travel time (per warranty event) to remedy a defective product or part. If Sourcewell member purchases a 1-year extended warranty, travel warranty coverage is 12 months, If Sourcewell member purchases a 2-year extended warranty, travel warranty coverage is 18 months.
48	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?	There are no regions across the United States or Canada where we cannot provide a certified technician to perform warranty repairs. The technician can be an Exprolink employee, or a factory-trained technician employed by one of our dealers or agents.
49	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?	The Exprolink warranty covers all parts made by other manufacturers except for the machine engine from either Kubota, Hatz, or Honda. The original manufacturer warranty is extended to the original purchaser of the Madvac unit. This is mentioned in our Exprolink warranty document for diesel/gas engine models. (See uploaded documents in Warranty folder "LN/LR 50 Kubota Tier 4 engine manufacturer warranty", "LP61-G Honda engine manufacturer warranty", "LS175 Hatz Tier 4 engine manufacturer warranty", "Exprolink warranty - diesel-gas engine models")
50	What are your proposed exchange and return programs and policies?	Our exchange and return policy and procedures are described in our Exprolink warranty document. In short, Exprolink will replace at no additional cost or fee any Madvac machine, or part, that has a significant defect which we are unable to repair within a reasonable time-period. (See uploaded documents in Warranty folder "Exprolink warranty - diesel-gas engine models" and "RGA document")
51	Describe any service contract options for the items included in your proposal.	Our proposal does not include service contract options. However please note all Madvac dealers/agents across the USA and Canada can offer and provide service contracts. These contracts vary in range and scope: Some customers request support only for certain specific elements of their Madvac vehicle, while others insist on a full, turn-key service contract that covers every aspect of the machine. Madvac dealers/agents have the ability/latitude of providing different options to satisfy Sourcewell member needs.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods?	Our payments terms are net 30 days once the unit has shipped-out of our factory. These terms apply to all our dealers, agents, and direct sale customers. A deposit is not required on order. Accepted payment methods are wire transfer and by check.
53	Describe any leasing or financing options available for use by educational or governmental entities.	Exprolink does not offer leasing or financing options. However, many Madvac dealers/agents can offer leasing/financing options to educational and governmental customers. We also reach-out to Sourcewell awarded contract vendor NCL 011620-NCL when needed.
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.	<p>Prior to purchase:</p> <ul style="list-style-type: none"> 1 - Sourcewell quote 2 - Warranty statement 3 - Engine manufacturer warranty <p>After Sourcewell member has issued a purchase order:</p> <ul style="list-style-type: none"> 4 - Order acknowledgement 5 - Wire transfer instructions <p>When the Madvac unit(s) ship-out:</p> <ul style="list-style-type: none"> 6 - Invoice <p>Once the unit has been received by Sourcewell member:</p> <ul style="list-style-type: none"> 7 - Warranty registration 8 - Warranty claim document 9 - Parts RGA 10 - Parts quote - sample 11 - Parts order acknowledgement - sample 12 - Parts invoice - sample <p>(See 12 uploaded documents in Standard Transaction Documents folder)</p> <p>*All parts transaction documents indicate Exprolink Sourcewell awarded contract vendor number, as well as end-user Sourcewell member number.</p> <p>For all items listed above, please note if Sourcewell member purchases their Madvac unit(s) through one of our dealers or agents, similar-type documents will be provided by the Madvac dealer/agent.</p> <p>Also, if Madvac model was purchased through one of our Madvac dealers/agents and customer requested a service contract, this document will be prepared and provided to the Sourcewell member by the Madvac dealer/agent.</p> <p>In the case of a Exprolink direct sale to Sourcewell member, service contracts do not apply since member agrees to manage all maintenance and repairs on their own.</p>
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?	Exprolink currently does not offer P-card procurement, however some of our Madvac dealer/agents may have this payment process available.

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 *
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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.	<p>We have a detailed price sheet for each Madvac model. Price sheets contain the following information:</p> <ul style="list-style-type: none"> a) base model price b) available options and cost for each of these options c) volume discount terms d) extended warranty options and cost e) cost for consumables and recommended spare parts <p>Pricing is all inclusive - includes order preparation and door to door freight** ** exception statement indicated on all USA price sheets relative to freight costs for Sourcewell members located in Hawaii and Alaska (See uploaded documents in Pricing folder "Exprolink USA" and "Canada PCP")</p> <p>Please take note of the following:</p> <ul style="list-style-type: none"> a) We are providing two sets of PCP: one for Sourcewell members located in the United States (all prices in US dollar currency), and one for Sourcewell/Canoe Procurement members located in Canada (all prices in Canadian dollar currency) b) All PCP are the same whether Sourcewell member orders directly with Exprolink, or through one of our authorized Madvac dealers/agents. c) All PCP for consumables and spare parts are a one-time only offer to Sourcewell members: Consumables and parts must be ordered at the same time as the machine and indicated on a single purchase order document sent either to Exprolink, or to one of our authorized Madvac dealers/agents. Once this Purchase Order has been received, all future requests for consumables or spare parts will be sold at regular price. d) For all models, spare part items shown on the price sheets do not represent the totality of all possible spare parts for the given model. However, the items listed represent the most probable parts Sourcewell member will need/order for the first 3 years of usage of the unit. e) Because production line of the LS125 sweeper begins in Q1 2022, list of consumables and spare parts are not finalized for the LS125 sweeper. However, pending an awarded contract, these items will be added using a PnP Product Change Request Form to be submitted in a few days after the contract officially begins. f) Volume discount terms as indicated on our price sheets do not apply to purchase of extended warranty and consumables and spare parts. 	*
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.	<p>The discount for Sourcewell members on all Madvac units is 17% from list price (Manufacturer Suggested Retail Pricing) - please refer to List Price column and PCP column on all our price sheets submitted as part of this RFP. Our volume discount (see Line Item 58) will provide an additional price reduction for all Sourcewell members in comparison to MSRP.</p> <p>The discount for Sourcewell members on all consumables and indicated spare parts is 17% from list price. As mentioned in Line Item 56, to benefit from this special pricing, Sourcewell member must add selected consumables and spare parts on the same purchase order document used for purchase of the machine(s). Consumables and spare parts PCP are a one-time only offer. Once the initial purchase order document has been issued, all subsequent purchase of consumables and/or spare parts will be sold to the Sourcewell member at MSRP.</p>	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	A 3% additional discount is allocated for all purchase orders of 5 (five) or more Madvac models (including selected options). The units can either be same model, or a mix of different Madvac models. A single purchase order document must be issued by the Sourcewell member. Volume discount does not apply for purchase of extended warranty, and consumables and spare parts.	*
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.	The Madvac product line does not have any items or components that fall under the category "sourced" products or related services.	*
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.	Our PCP is all-inclusive except for applicable taxes (if any).	*
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.	<p>Freight cost is included in all our pricing and valid regardless of Sourcewell member location in the United States or Canada - the only exceptions are Hawaii and Alaska.</p> <p>For these two States, regardless of the Madvac model purchased by the Sourcewell member, the first \$1500 USD of total shipping cost is included in our PCP. Sourcewell member will need to pay the difference between that amount (\$1500 USD) and the total door to door shipping cost. These terms are for shipment of one (1) new Madvac model (LS175, LS125, LN50, LR50, LP61-G skid or trailer). If order is for several units all shipping at the same time, our proposed pricing covers \$1500 USD per individual machine. Sourcewell member will need to pay the difference between that amount (\$1500 USD x # of units shipped) and the total door to door shipping cost.</p>	*

62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Canadian destinations - shipping cost is prepaid & charged including insurance from factory door to Madvac dealer/agent, or Sourcewell (Canoe Procurement) member door.</p> <p>For Hawaii and Alaska please refer to terms indicated at Line Item 62.</p> <p>1) Prior to accepting a purchase order, our freight and logistics department will communicate with minimum 2 reliable carriers that have a proven track record shipping our units either to Alaska or Hawaii. Pricing we will receive is all-inclusive. (Includes customs & brokerage fees, insurance, and any other additional shipping costs/fees)</p> <p>2) These quotes will be communicated to the Sourcewell member (in the event of a direct sale) or to the authorized Madvac dealer/agent who will pass on the freight quotes received to the Sourcewell member.</p> <p>3) Sourcewell member will confirm carrier he/she wishes we retain for delivery of the unit(s).</p> <p>4) As per Exprolink terms indicated at Line Item 61, \$1500 USD per Madvac machine will be deducted from the factory door to Sourcewell member door all-inclusive cost. The net amount will be indicated on the Sourcewell price quote Sourcewell member will receive either from Exprolink (direct sale), or authorized Madvac dealer/agent.</p> <p>5) Purchase order document issued by the Sourcewell member will have freight cost indicated as a separate line item and confirm \$1500 USD per Madvac machine was deducted from actual all-inclusive shipping cost.</p> <p>6) Note: in view of current market conditions/fluctuations relative to long distance shipping costs, if 30 calendar days have passed from the time Sourcewell member received freight cost pricing and purchase order was not issued, Exprolink reserves the right to declare freight costs no longer valid and request updated pricing from selected carrier. Sourcewell member will subsequently be informed of new all-inclusive freight cost for delivery.</p>
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>For the past 30+ years Madvac products have been shipped worldwide on all continents. We handle all the logistics for our customers at no additional charge. Our expertise in this area is greatly recognized by our customers who value the trouble-free and smooth delivery of our units.</p> <p>All Madvac dealers carry an inventory of consumables and spare parts. Should a dealer not have a certain part in stock, order will immediately be placed at Exprolink. All spare parts are handled swiftly and are shipped prepaid and charge via FedEx ground or air depending on urgency. Orders typically ship-out within 48 hours. If a part is received damaged, our spare parts department will investigate and request photos of the damaged part. Upon examination, we will proceed to send a replacement part. We will also send an RGA (Return Goods Authorization) number for the return of the damaged part. If a wrong item was ordered, an RGA number from Exprolink will be issued and a restocking fee of 15% is charged to the Madvac dealer, or end-user (in the case of a direct sale) - the incorrect part is returned to Exprolink. Please note in 2022 and 2023, three Exprolink company stores will be opened in the United States to accelerate delivery of parts and consumables for our machines. (USA east, central, and west) These stores will also benefit customers with reduced freight costs instead of shipping items from Longueuil, Canada.</p>

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.	

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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>1) As we currently do with our existing Sourcewell contract, we receive a copy of all purchase orders related to Sourcewell contract sales. Contract sales are recorded into a separate General Ledger account. This account is used to produce quarterly sales reports to Sourcewell. In addition, a month-end audit is conducted by our Director of Finance to ensure that all Sourcewell sales have been properly noted in the correct GL.</p> <p>2) Each month we produce a report that calculates administration fees for remittance to Sourcewell. This report is prepared using the specific GL account related to Sourcewell sales and the % administrative fee due as outlined in our Sourcewell contract. The report is authorized and signed by our Director of Finance. An accrued payable is registered each month into our account and ensures we remit proper amounts to Sourcewell on a quarterly basis.</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.	<p>(See uploaded document in Upload Additional Documents folder "Madvac - Sourcewell sales 2018-2021")</p> <p>This 12-page document shows the internal metrics we currently use to measure success with our existing Sourcewell awarded contract 122017-EXP. All data is updated monthly and is carefully analysed by Exprolink upper management as well as our senior sales executives.</p> <p>Some of the key elements include: Number of units sold, dollar value, breakdown by model, territory, lead source, and channel. Comparison is made between current performance and same period during past years.</p>
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.)	<p>Exprolink commits to paying a 2% administrative fee to Sourcewell for all awarded contracts. Fee based on total sales amount which includes cost of:</p> <ol style="list-style-type: none"> 1) machine base model 2) selected options 3) extended warranty 4) consumables and spare parts

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>Exprolink manufactures and distributes a complete line of 48-inch-wide, compact sweepers and litter vacuum vehicles - diesel Tier 4 engine, and electric with lithium NMC battery packs. For the past 30+ years, these unique machines have helped thousands of public and private organizations worldwide meet their environmental and sustainability objectives. The company also offers a truly unique, gas engine portable litter vacuum unit available skid-mount, or trailer mount.</p> <p>All our machines are manufactured at Exprolink headquarters located in Longueuil, Quebec, Canada.</p> <p>The Madvac product line was developed based on extensive market research and focus-group sessions with end-users and Madvac dealers. We are very proud of our machines because they get the job done and are reliable, easy to operate, versatile, and long lasting. Company sales have tripled over the last 3 years - clearly a sign the equipment we provide is meeting market needs and performance expectations. (See uploaded document in Marketing Plan Samples folder "Why Madvac")</p> <p>Exprolink Inc. is financially supported by one of Canada's largest and most successful investment funds (Fond de Solidarité FTQ). The company is also supported by the Quebec Government, with one of its leading agencies (Investissement Quebec) who actively promotes Exprolink and the Madvac product line throughout its network of influential private and public sector contacts located across the United States and Canada. (See uploaded documents in Financial Strength folder "FTQ letter to Sourcewell" and "Investissement Quebec letter")</p> <p>Sourcewell members can purchase our equipment, consumables, and spare parts directly from Exprolink, or through one of our many authorized Madvac dealers or agents situated throughout the United States and Canada. All Madvac dealers can deliver our units, provide operator and maintenance training, supply Madvac consumables and parts, and service our machines. (See uploaded document in Upload Additional Documents folder "List of Madvac dealers and agents")</p> <p>Sourcewell members who purchase directly from Exprolink handle on their own all necessary maintenance and repair of the model(s) they buy. Our units are less complex and have fewer parts than bigger pieces of equipment. Any experienced mechanic can easily maintain our different models.</p> <p>To support our many USA dealers and agents, and to also support customers who purchase directly from Exprolink, our company has a USA National Sales Manager located in NC, 3 USA Regional Sales Managers (NC, TX, CA), and 1 (soon 3) Field Service Technicians (NC). In Canada, 1 National Sales Manager, 2 Regional Sales Managers, and 2 Field Service Technicians support our Canadian dealers and direct sale customers. All are Exprolink employees. In addition, our company provides detailed manuals, operator training videos, and many additional documents on how to operate and maintain our different models.</p> <p>Madvac units are purchased by a wide range of customers which include Cities and municipalities, Outdoor cleaning contractors, Solid waste & recycling centers, Amusement parks, Airports and seaports, Transit authorities, Educational and sports facilities, Shopping-Malls, Distribution centers, Casinos, Correctional facilities, Healthcare services, Manufacturing facilities, and Military.</p>

The specific Madvac models we present for of this RFP are:

- 1) Madvac LN50 litter vacuum vehicle - diesel Tier 4 Kubota engine, including options, consumables and recommended spare parts
- 2) Madvac LN50 litter vacuum vehicle - electric with NMC lithium battery pack offering 9hr autonomy, including options, consumables and recommended spare parts (production line starts November 2021)
- 3) Madvac LR50 litter vacuum vehicle - diesel Tier 4 Kubota engine, including options, consumables and recommended spare parts
- 4) Madvac LR50 litter vacuum vehicle - electric with lithium NMC battery pack offering 9hr autonomy, including options, consumables and recommended spare parts (production line starts November 2021)
- 5) Madvac LS175 sweeper - diesel Tier 4 Hatz engine, including options, consumables and recommended spare parts
- 6) Madvac LS125 sweeper - electric with NMC lithium battery pack offering 9hr autonomy, including options (production line starts Q1 2022) ***
- 7) Madvac LP61-G portable litter vacuum with Honda gas engine, skid-mount, including options, consumables and recommended spare parts
- 8) Madvac LP61-G portable litter vacuum with Honda gas engine, trailer mount, including options, consumables and recommended spare parts

For all models listed, volume discount and extended warranty options is also offered.

*** Because production line of the LS125 sweeper begins in Q1 2022, list of consumables and spare parts are not finalized for the LS125 sweeper. However, pending an awarded contract, these items will be added using a PnP Product Change Request Form to be submitted in a few days after the contract officially begins.

(See uploaded documents in Marketing Plan Samples folder - Madvac brochures (7) and product overviews (6))

Two reasons why so many private and public sector organisations purchase Madvac units:

- 1) our unique on and off-road machines are designed to remove litter and debris in many areas that conventional street sweepers and other large-size equipment cannot access or manage. This includes parking lots, sidewalks & curbs, bus shelters, bike trails, pathways, alleys, pedestrian lanes, public markets, plazas, alongside buildings, runways, and fence lines.
 - 2) our units are known as being the ideal, most efficient, and safe solution to remove litter quickly and easily, versus conventional methods which include:
 - a) manual litter picking (demeaning work, slow, inefficient, not safe)
 - b) blowing the litter onto the street (slow, inefficient, noisy, provokes lots of dust in the air -negative impact on air quality, unpleasant for pedestrians near-by)
 - c) displacing the litter onto the street using water pressure, (not environmentally friendly, increases pollution in the waterways, constant need to replenish water tanks)
 - d) displacing the litter using a machine or vehicle that has rotating brushes (provokes lots of dust in the air - negative impact on air quality, unpleasant for pedestrians near-by)
 - e) walk-behind type litter vacuums (slow, operator must be on his/her feet, limited litter capacity)
- All these litter removal options are also dependant on favorable climate conditions to do the work.

Madvac units provide customers with a better alternative:

- a) each Madvac model effectively replaces 6 to 8 manual litter pickers
- b) LN/LR units (diesel and electric) are all-terrain vehicles
- c) operator is seated on the machine, at a safe distance from the litter
- d) for operator comfort, units like the LS175 / LS125 sweepers and LR50 litter vac offer a closed cabin environment - ideal during less favorable weather conditions
- e) all our machines can collect litter that is dry, humid, or wet
- f) each Madvac model has a unique dust control system that preserves air quality
- g) Madvac VeV units offer up to 9-hr autonomy, zero emission, low dB solution for litter removal (for many municipal and educational customers lower dB is a particularly important feature)
- h) our ride-on litter vacuums can cover much more ground than walk behind models - they do not require a CDL to operate, have full street legal lighting, and are equipped with a 15-foot wander hose for hard-to-reach areas.
- i) litter capacity of our ride-on units is greater than all walk-behind models on the market.

(See uploaded document in Financial Strength folder "Madvac models - litter applications")

Additional important information concerning our product line:

LS175 and LS125 sweepers

- 1) LS175 and Q1 2022 LS125 VeV are the ONLY 48-inch wide, closed cabin, tip to dump sweepers built in North America. This proximity to the American and Canadian market puts us at a definite advantage over our competitors in this product category. It also allows us to ship any of the 5000+ spare parts we hold in inventory to any USA. or Canada location within 48 hours. Many customers express frustration about down-time waiting for parts to arrive from overseas. This also includes the high shipping costs of sending parts from abroad. Exprolink has an excellent track record in its ability to get machines back out in the field quickly.

- 2) LS175 diesel model is the least costly 48 wide, closed cabin, tip-to-dump compact sweeper on the market.

LS175 video: <https://www.youtube.com/watch?v=IxY6ZHAZLkk>

- 3) LS125 electric with NMC battery packs will offer up to 9h autonomy. Can be charged using standard level 2 charger J1772 at 6KW or 110-volt standard wall socket.

LN50 / LR50 - diesel and electric

- 1) LN50 and LR50 models are the ONLY units on the market equivalent to the 2020 discontinued Tennant ATLV 4300. This popular machine was used by many educational facilities, municipalities, contractors, and airports. These customers will sooner or later turn to Madvac for replacement units - our current 2021 LN/LR50 sales clearly show this has already started with many more POs to come in 2022 and beyond. (See uploaded document in Upload Additional Documents Folder "Tennant ATLV")
- LR50 video: https://www.youtube.com/watch?v=i_QcIS9DRI

- 2) Both LN50 and LR50 models can be equipped with a touch-free medical waste bin for syringes and other materials that may be high risk for employee safety.

- 3) LN50 / LR50 electric with NMC battery packs will offer up to 9h autonomy. Can be charged using standard level 2 charger J1772 at 6KW or 110volt standard wall socket. (This charging option is particularly interesting for many customers)

LN50 electric video: <https://www.youtube.com/watch?v=m0xyiKEPFGY>

For LN50, LR50 and LS125 vocational electric vehicles (VeV), our strategic battery provider is world renowned, California-based Zero Motorcycles <https://www.zeromotorcycles.com/>

(See uploaded document - Exprolink-Zero press release)

Zero Motorcycles combine the best aspects of a traditional motorcycle with today's most advanced

		<p>technology. Zero produces high-performance electric motorcycles that are lightweight, efficient, fast off the line and fun to ride. The company is 15 years in business and delivers more batteries than all other suppliers of motorcycle/ATV s combined. Zero has signed strategic partnerships with a select group of OEM manufactures in various applications such as Polaris, and Exprolink.</p> <p>Zero battery packs will offer unprecedented 9h autonomy - best of class performance for vacuum vehicles that correspond to the dimension/weight of our equipment.</p> <p>(See uploaded document in Upload Additional Documents folder "Exprolink-Madvac LN50-LR50 electric")</p> <p>LP61-G - gas</p> <p>1) Available skid-mount and trailer-mount. The ONLY compact, portable litter vacuum built in North America that offers vacuuming power up to 3000 CFM with 50-gallon litter capacity.</p> <p>LP61-G video: https://www.youtube.com/watch?v=fFSPwxRslSM</p> <p>2) • Litter capacity of the LP61-G skid-mount can be significantly increased with addition of the optional LC400 or LC600 Collector. These unique, electric trailer-mount units allow operator to transfer litter from the 61-G skid-mount unit to the Collector for increased litter capacity and efficiency out in the field. The LC400 offers 4 cubic yards of litter capacity, and the LC600 provides 6 cubic yards.</p> <p>(See uploaded document in Marketing Plan Samples folder "LP61-G - electric Collector option")</p> <p>In conclusion, the Madvac line of compact sweepers and litter vacuum units are the ideal products for quick and safe litter removal in all the areas that street sweepers and other large pieces of equipment cannot access or manage. Our electric units in partnership with battery provider Zero Motorcycles, our extensive network of dealers/agents, our ability to sell direct, the financial strength of our company including support from the Quebec government, our field sales personnel and customer support teams, competitor Tennant discontinuing the ATLV 4300 - all these elements clearly show Exprolink will achieve unprecedented growth in the coming years. We want to remain a Sourcewell awarded contract vendor because of the progression we have demonstrated so far with our existing contract and firmly believe Exprolink/Madvac sales are on the verge of unprecedented growth in 2022 and beyond.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	N/A

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	Street, sidewalk, and parking lot sweeping and cleaning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	More than 75% of all Exprolink / Madvac customers use our equipment for curb, sidewalk, and parking lot applications.	*
71	Runway sweeping and cleaning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	All Exprolink / Madvac models can be used on runways, or in periphery of runways which includes surrounding grass areas.	*
72	Litter, trash, and debris vacuums	<input checked="" type="radio"/> Yes <input type="radio"/> No	All Exprolink / Madvac models are vacuum units for quick and safe removal of litter and debris, on and off road.	*
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in our response for Table 11.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell 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 Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

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

one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - pricing.zip - Tuesday September 28, 2021 08:01:52
- [Financial Strength and Stability](#) - financial strength.zip - Tuesday September 28, 2021 08:03:16
- [Marketing Plan/Samples](#) - marketing plan samples.zip - Tuesday September 28, 2021 08:07:10
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE.zip - Tuesday September 28, 2021 08:08:11
- [Warranty Information](#) - warranty.zip - Tuesday September 28, 2021 08:08:21
- [Standard Transaction Document Samples](#) - standard transaction documents.zip - Tuesday September 28, 2021 08:08:59
- [Upload Additional Document](#) - upload additional documents.zip - Tuesday September 28, 2021 08:09:52

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. - Jean Bourgeois, President, Exprolink 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_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	<input checked="" type="checkbox"/>	2