



SOURCEWELL – PARTICIPATION AGREEMENT

Sourcewell Master Agreement No.: 093021-FAY
Contract Category: Street Sweepers and Specialty Sweepers, with
Related Equipment, Accessories, and Supplies
Awarded Contractor: RAVO Holding BV, dba FAYAT Environmental
Solutions Americas
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 RAVO Holding BV, dba FAYAT Environmental Solutions Americas ("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.

A handwritten signature in black ink, consisting of a large, stylized loop followed by a vertical stroke and a small hook at the bottom.

- 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.

A G R E E M E N T

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-FAY
 - 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

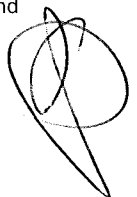
Participation Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington 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, LICENSES, & 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-FAY;
 - 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-FAY;



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):

**RAVO Holding BV, dba FAYAT
Environmental Solutions Americas**

20 Montesano Road
Fairfield, NJ 07004

Cees van der Put

Phone: 262 725 4210

Email: c.vanderput@ravo.fayat.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 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.

- (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 Sourcewell 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 Sourcewell Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Sourcewell 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 Sourcewell 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

RAVO Holding BV, dba FAYAT Environmental
Solutions Americas

By: Cees van der Put
Title: Sales Manager

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and RAVO Holding BV, dba FAYAT Environmental Solutions Americas, 20 Montesano Road, Fairfield, NJ 07004 (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 Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell 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 Sourcewell 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.

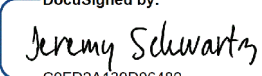
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

Sourcwell


RAVO Holding BV, dba
FAYAT Environmental Solutions Americas

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/15/2021 | 11:32 AM CST

DocuSigned by:

By: 59FBA59D4B274F2...
Patrick Westenhoff
Title: Managing Director
Date: 12/9/2021 | 11:29 AM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 12/9/2021 | 11:32 AM CST

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

Vendor Details

Company Name: FAYAT Environmental Solutions Americas

Does your company conduct business under any other name? If yes, please state: RAVO / Mathieu / Scarab

Address: 20 Montesano Rd
Fairfield, New Jersey 07004

Contact: Cees van der Put

Email: c.vanderput@ravo.fayat.com

Phone: 262-725-4210

Fax: 6-616-7616

HST#:

Submission Details

Created On: Monday August 23, 2021 06:20:27

Submitted On: Thursday September 30, 2021 11:47:19

Submitted By: Cees van der Put

Email: c.vanderput@ravo.fayat.com

Transaction #: 1787e7d3-5f81-449f-90c2-317d96663d8f

Submitter's IP Address: 87.214.7.141

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")	RAVO Holding BV	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	RAVO BV, Mathieu SA	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Fayat Environmental Solutions Americas	*
4	Proposer Physical Address:	20 Montesano Rd, Fairfield, NJ 07004 United States	*
5	Proposer website address (or addresses):	www.ravo.fayat.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):	Patrick Westenhoff Managing Director Otterkoog 1 1822 BW The Netherlands p.westenhoff@ravo.fayat.com +31 6 82 84 38 57	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Cornelis van der Put Sales Manager 20 Montesano Rd, Fairfield, NJ 07004, United States 262 725 4210 c.vanderput@ravo.fayat.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Nelson General Manager 20 Montesano Rd, Fairfield, NJ 07004 United States (732) 874-2857 m.nelson@fes.fayat.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
-----------	----------	------------	--

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>RAVO, the inventor of the compact vacuum streetsweeper</p> <p>Since 1964, RAVO has produced high-quality street sweepers for customers all over the world. Worldwide RAVO has delivered already over 17,000 RAVO 5 and 5 iSeries sweepers to customers including Berlin, Rome, Amsterdam, Barcelona, Dubai, Greenland, and can now be found in more and more North American cities as well. Portland, Boston, Montreal, San Francisco, San Diego and Vancouver to name a few. The RAVO 5 iSeries is built according to Dutch quality standards, focusing on robustness, superior technology and innovative design.</p> <p>Its compact vacuum street sweepers deliver at all levels, with their incredible uptime, fuel savings compared to truck-mounted sweepers, designs with operator's comfort in mind and their state-of-the-art build quality.</p> <p>The RAVO 5 iSeries was developed to clean a street in one pass, no matter which season it is and what the condition are. It is perfect for urban or rural areas, sand or leaves, desert heat or arctic cold, downtown areas, suburbs or bicycle lanes. Every RAVO is standard equipped with an ergonomically designed cabin that includes an adjustable steering column and air conditioning. Additionally, each RAVO comes with a powerful Cummins engine and Linde hydraulics.</p> <p>With a stainless-steel container that has a volume of up to 6.4 cubic yards real usable volume and a loading capacity of 12,125 Lbs and a GVW of 25,125 Lbs, the RAVO 5 iSeries is extremely maneuverable and has a turning circle of just over 16 ft curb to curb. Its unique pulled brush system uses constant brush pressure that extends the brush life by 50 percent and is maintenance friendly — no greasing required. In fact, there are only 15 greasing points on the whole machine. Its hydraulic front suspension also comes with an automatic leveling system.</p> <p>RAVO supports customers to find solutions for modern-day issues, whether that is lowering noise emissions or producing a sweeper that sweeps and washes simultaneously.</p> <p>Customize to fit needs</p> <p>RAVO offers a wide range of options to customize the RAVO 5 iSeries, catering to many different needs and situations. Standard dumping height is 3.3 ft and optional 5.3 ft to dump directly in a container. The machine comes standard with a heavy-duty package which includes a coated suction line and borium fan designed to extend its lifetime when working under the heaviest conditions.</p> <p>The front broom option increases the sweeping width of the RAVO 5 iSeries and allows drivers to clean pavements, shoulders and street gutters more efficiently. Combine this option with the weed cutter broom and you have an environmentally friendly way to remove weeds. The third broom can be equipped with a quick release feature, which shortens the removal or installation time to less than 5 minutes.</p> <p>Other options include the high-pressure water pump to clean the inside of the container, broom and suction system or street furniture and independent broom lifting, which can reduce broom wear. The Swasher installation allows drivers to sweep and spray roads and sidewalks in just one go. Water recirculation doubles your action radius and reduces dust emissions at the same time. The optional suction hose mounted on top with a 360 degrees rotation is perfect for sucking up piles of leaves, but also emptying gutter drains and waste bins.</p> <p>The silent package, meanwhile, can reduce the noise level of the RAVO 5 iSeries by 15 percent.</p> <p>A preferred partner</p> <p>RAVO's US based service office and parts supply and nationwide distributors network allows it to provide high-standing service to its fast-growing customer base in North America with over 500 sweepers delivered in the past 7 years.</p> <p>RAVO stands by the quality of its product and offers a standard warranty of two years or 2,000 hours with every sweeper that leaves its factory. On top of that, RAVO also offers a five-year warranty on the container and chassis.</p> <p>Since RAVO wants to be as close to its customers as possible we opened up our 100% owned subsidiary in New Jersey where we keep machines in stock. It also includes a parts warehouse, trainings centre, sales and after sales helpdesk and it is the base for our field technicians. We intend to expand this further over the years to proof to the market that we are a solid and reliable partner.</p>
10	What are your company's expectations in the event of an award?	We expect to further grow our sales in North America. Since being awarded the Sourcwell contract 3 years ago we have seen an increase in sales especially through Sourcwell. We expect this trend only to further continue.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the company's annual reports over the past 5 years in the attachement section.
12	What is your US market share for the solutions that you are proposing?	RAVO 5 iSeries: 90% in the compact vacuum sweeper segment Mathieu MC210: 80% in the sub compact vacuum sweeper segment Mathieu MC110: 15% in the mini compact vacuum sweeper segment
13	What is your Canadian market share for the solutions that you are proposing?	RAVO 5 iSeries: 92% in the compact vacuum sweeper segment Mathieu MC210: 90% in the sub compact vacuum sweeper segment Mathieu MC110: 20% in the mini compact vacuum sweeper segment
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) We as RAVO are a manufacturer based in The Netherlands but operating in North America through our fully owned New Jersey based company Fayat Environmental Solutions Americas (FESA). All people (sales and service) working for either RAVO or FESA are fully employed by RAVO and FESA. We sell through our exclusive privately owned dealer network consisting out of 13 dealers having a total of 31 locations in North America. An overview can be found in the attachment section of the bid. With most have demo we have a relationship since many years since we value continuity and consistency in our business operations. We have chosen for this setup since we believe that in this way we can offer our final customers the best possible service for their equipment. We are there to fully support our dealer network and if required our final customers with both our sales and after sales team. We train all our dealers at least once a year or more when required. All our dealers have been carefully selected based on their capabilities to deliver service to end customer. We are in close touch with many end customers to make sure they receive the service they require. All our dealers are required to have a sufficient parts stock at their premises to service the fleet out there in the field. If additional support is required we have a 24 hour delivery parts service out of our warehouse in New Jersey.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	None
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

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	RAVO is fully ISO 9001:2015 and ISO 14001:2015 certified.
19	What percentage of your sales are to the governmental sector in the past three years	We sell to dealers who then sell to governments. The percentage of sales to governments is around 85% of our overall sales.
20	What percentage of your sales are to the education sector in the past three years	The percentage of our sales to the educational sector (colleges, universities an highschools) is around 5%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We don't hold any contracts as a manufacturer but our dealers do. They hold the following with the total percentage of sales nationwide through these contracts listed behind them: 1) NC Sheriffs' Association Contract (4%) 2) Washington State Contract (5%) 3) Minnesota State Contract (1%) 4) Keystone Purchasing Network Contract (8%)
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?	We are currently on the Sourcwell contract through our dealer Atlantic Machinery. The sales volume through the Sourcwell contract has been the following: 2019 10 units with a total value of 2,218,839 USD 2020 7 units with a total value of 1,463,504 USD 2021 11 units with a total value of 2,682,190 USD Total 28 units with a total value of 6,364,533 USD

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Albany NY	Sergio Panunzio	518 434 2489
Greensburg KS	Mike Hayes	620 723 2751
Yonkers NY	Tom Tiedemann	914-377-6717
Tom's River NJ	Mike Grekowski	848-992-1951
Rutgers Newark NJ	Yohanna Alcantara	973-353-1177

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Montreal	Government	QC - Quebec	City Sweeping	Total RAVO Fleet is 14 Sweepers and 3 Mathieu MC210 Sweepers	2.2 Million USD	*
City of Philadelphia	Government	Pennsylvania - PA	City Sweeping	Total RAVO Fleet is 7 units	1.96 Million USD	*
Jersey City	Government	New Jersey - NJ	City Sweeping	Total RAVO Fleet is 8 units	2.3 Million USD	*
City of Toronto	Government	ON - Ontario	City Sweeping	Total RAVO Fleet is 1 unit Total Mathieu MC210 fleet is 6 units Total Mathieu MC110 fleet is 5 units	1.5 Million USD	*
Quebec City	Government	QC - Quebec	City Sweeping	Total RAVO Fleet is 9 units	700 Thousand USD	*

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 *	
25	Sales force.	Our sales force consist out of 3 factory representatives and around 50 salesmen working with our dealers.	*
26	Dealer network or other distribution methods.	We have 13 dealers in the USA with in total 25 branches covering the whole of the USA apart from Hawaii. In Canada we have 1 dealer with 5 branches covering the whole of Canada, the Maritimes included. A full overview of our dealer network can be found in the attachments.	*
27	Service force.	Our dealers are taking care of field service but in the rare case of an issue which the dealer cannot solve we can rely on our 2 field service support engineers based out of SC and NJ and as back up we can rely on 6 field service support engineers based out of the factory,	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The customer will contact the dealer, for initial information, contract questions, and ordering item(s) with the support of FESA. The dealer will provide the customer with a quotation provided by FESA, meeting the Sourcewell Contract requirements. After the dealer will receive the customer Purchase Order, order the unit(s) from FESA who will fill the order, ship the order to the local dealer for pre-delivery inspection and test. Then the local dealer will deliver the unit, train on the unit and will invoice the item(s) to the customer. The local dealer will receive the proceeds of the sale in their prospective territory, this encourages contract participation, whereas FESA will report the sale to Sourcewell. FESA will remain the single source of contact for Sourcewell sale. We have chosen for this setup since we noticed that the current setup (one single point of contact for the whole of North America) is chasing away some possible customers who prefer doing business locally and have all the contact with their local dealer and therefore then prefer other contracts then Sourcewell. It must be mentioned that FESA will be in control of all processes.	*
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.	We have with all our dealers tight contracts stipulating what we expect from them. We are in the business for over 55 years and have many big customers worldwide who have been returning customers for more then 30 years with some even since the beginning. Providing service is what makes the next sale. Our dealers are committed to response within 24 hours however most do response within 12 hours. In order to be able to do so they can rely on our after sales desk at our premises in New Jersey but also the after sales desk at our factory. In this way we are able to contact us for 18 hours a day. Apart from that all our new units are standard equipped with a telematics system through which the dealer and or the factory can remote view the unit if required and diagnose any issues from a distance and in this way saving time since the field technician will arrive fully prepared to sort out any issues with the machine. We also operate a 24 hours accessible parts webshop for all our dealers through which they can order parts any moment of the day (www.ravoparts.us). In this way we can guarantee our 24 hours parts service and provide the right parts at the right moment. Our company has an incentive program for dealers in terms of awarding the top 3 dealers in terms of service capabilities on our annual dealer meeting with various prizes. Apart from increasing sales through delivering the best service this is another great way to keep them motivated.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are fully able and willing to provide our products and service to Sourcewell participating entities in the USA through our local privately owned dealer network.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are fully able and willing to provide our products and service to Sourcewell participating entities in Canada through our local dealer network owned by Cubex Ltd.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Hawaii pending dealer appointment for the state	*
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?	None	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	For Alaska there are no restrictions, For Hawaii we are actively in process of dealer recruitment for the state. Hawaii would be a challenge until such time a dealer is appointed.	*

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>All relevant marketing material will prominently display the Sourcewell Logo as well as the contract number for ease of customer information.</p> <p>Electronic media campaign As RAVO / FESA we actively promote our products through various sources of (social) media like LinkedIn and Worldsweeper.com for example. We will continue to do so and once we can renew our contract we will mention this in our electronic newsletter, our news section on our website but also social media. We have recently reinforced our marketing and communication team with a senior member enabling us to even more effectively approach the market and utilize the Sourcewell contract to its fullest. We also intend to develop a special section on our website describing the Sourcewell contract.</p> <p>Paper media campaign We regularly advertise in magazines and once the Sourcewell contract will be renewed we will place a special advert mentioning that we continue to be on the Sourcewell contract and pointing out the various benefits the contract offers.</p> <p>(Local) Trade Shows We will actively encourage all dealers to make sure that it is noticeable when being present at a trade show that our products can be sourced through Sourcewell. We will provide banners and marketing materials like leaflets (please see the RAVO / Leasing 2 leaflet attached as a possible example) in order to do so.</p> <p>End customer visits All our dealers are in the possession of demo units of our products. When making sales calls to arrange product demonstrations but also when the demonstration takes place we will make sure that the salesforce will mention that the products can be sourced through the Sourcewell contract and also hand out the special Sourcewell leaflet we will provide them with.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As RAVO we are very active on social media (LinkedIn, Facebook, Instagram), not only through the main company ourselves but also through the various sales managers working for the company. We have found out that LinkedIn has proven to be the most efficient way to reach our target decision makers. On average any item we post is reaching 5,000 people with exceptions up to 20,000 people for some posts. We are very selective in what we post and want every post to be essential, of value and to the point. These posts can include new product launches, maintenance advice, special campaigns or trade show presence as well as customer testimonials. When awarded the Sourcewell contract we will announce this in our Social Media as well and also run a refreshment post every now and then. We want the possibility to order our products through Sourcewell to stay on top of the mind of our customers.
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?	We will actively promote our Sourcewell contract through our website but also the dealer's website. Apart from that we will make the sales force of the dealers aware of the Sourcewell contract and knowing that they are very keen to sell through Sourcewell and can eliminate the tender process they would be more than happy to sell through Sourcewell.
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.	They are not yet.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	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>We do offer operator and maintenance training with every delivery done by our local dealer network. For bigger orders we can and will send someone from the factory as well. Operator's training is standard but can be extended against an extra fee as stipulated by the local dealer. Maintenance training will be performed locally but there is also an option to have training at our facilities in New Jersey through the RAVO academy. The cost for training at the RAVO academy is 500 USD per person per day with a minimum group size of 2 people and a maximum group size of 8 people.</p> <p>Furthermore we offer online training course as well for all our products as well operators manuals, workshop manuals and technical manuals free of charge with every machine we deliver. Also on our YouTube channel there is a section with videos on how to perform daily maintenance, cleaning and operation of the equipment. All this is freely accessible since we value proper handling of our products and believe that after sales and training is essential for that.</p>

40	Describe any technological advances that your proposed products or services offer.	<p>As RAVO, we were the inventor the compact vacuum sweeping machine as we know it today. In the meantime our sweeper range has expanded and now has 3 models in the range of 1 Cubic Yard to 6.5 Cubic Yard hopper space. We pride ourselves in having produced and delivered over 16,000 RAVO 5 and 5 iSeries and our production capacity is increasing year over year.</p> <p>Since our sweepers are pure vacuum sweepers they have a very high compaction grade and hence a high loading capacity allowing the customer to sweep longer before needing to unload. Furthermore all our machines are purpose build single engine machines resulting in lower fuel consumption, lower maintenance costs and a lower noise exhaust. Apart from that all our machines do standard meet the PM10 norm and 2.5PM is optional. The brooms are placed in front of the front wheels so the machine will sweep up anything before driving over it. Optional a third broom is available as well to clean curbs, road shoulders or to rip out weeds without using any toxics.</p> <p>When it comes to safety and security we have very high standards. The cabins are low to the ground and have big glass surfaces, come standard with rear view and suction mouth cameras and 360 degree cameras are optional. The machines have a short wheelbase making the very maneuverable as well which increases driving comfort.</p> <p>When it comes to maintenance, we only use the best quality components, offer stainless steel hoppers as standard and our broom carriages have 0 greasing points. The machine has only 16 greasing points in total which only need to be lubricated once a month.</p> <p>We also have an electrically powered sweeper in our program and are the first ones worldwide to offer an electric sweeper in the 6.5 Cubic Yard class. Our smaller sweepers will be available in electric configuration in 2022.</p> <p>Also our sweepers are exceptionally well suited to sweep bicycle lanes and over the years we can see an increasing demand in this segment.</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>In 2017 RAVO started a special taskforce within the company with the help of external consultants to make the company as environmental friendly as possible. This has resulted in the following initiatives:</p> <p>Energy consumption RAVO uses 100% green electricity from wind power for its factories and facilities. All its facilities have LED lights, windows in the roof of the factory have been made for more natural light and all areas are isolated to save on heating. All these initiatives and combined with further streamlining of the manufacturing process have resulted in a reduction of CO2 emission per produced machine from 2 ton in 2016 to just under 1 ton in 2020 and we will continue to lower this.</p> <p>Cradle to cradle RAVO designs and builds all its product according to the cradle to cradle principle. For all new designs the REACH, ROHS and Global Automotive Declarable Substance List are checked in order to meet those. This has resulted in the phasing out of combined substances and materials meaning that the machine is for 97% completely recyclable when the machine ends its service life.</p> <p>Waste All waste created during the production process (oils, paper, wood, metal, etc.) is collected separately and is 96% recycled. All office waste (paper, plastic, etc.) is also collected separately and recycled.</p> <p>Products RAVO has been pioneering with the electrification of its 5 iSeries sweeper which was a project started in 2017 which has resulted in now the first 45 units have already been sold and delivered to final customers in Europe like Paris, Barcelona and Berlin but also to Montreal in Canada. The further launch of this model in North America will start in November 2021 via eSeries certified dealers only.</p> <p>Suppliers All our suppliers are requested to either be ISO 14001:2015 certified or in the process of getting this certification. Also when it comes to packaging RAVO requires its suppliers to avoid any waste or unnecessary packaging. RAVO is also sourcing more and more parts locally where possible reducing emission by transport.</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>Certification RAVO is ISO 14001:2015 certified. This certificate specifies the requirements for an environmental management system that an organization uses to enhance its environmental performance.</p> <p>For other initiatives, please see the answer in box 41.</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>In the Netherlands, these certifications don't apply however RAVO is actively approaching people with less opportunities on the job market and trying to find suitable positions for them within the company.</p> <p>Apart from that we work together with local schools to offer traineeships to students as well we do visit these schools and offer tours in the factory to show them what we are doing and hoping to get them onboard.</p> <p>We also are trying to have be all inclusive and are proud that we have 16 different nationalities working at our company. We are also trying to actively hire more women but this is unfortunately a slow process but over the past years their share in our workforce has increased considerably.</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>As sweeper manufacturer we know sweeping and strive to work with final customers about what the best sweeping solution is for them. In terms of equipment but also in terms of sweeping routes, operation (fuel consumption), etc. We pride ourselves in being a partner for many customers listening to their needs and offer customized solutions. When we design new machines we include customers and operators as well in the process since we value their input.</p> <p>As RAVO we are marketleader in the compact vacuum segment. We have developed many innovative customer solutions in the past and our latest are a fully electric version of the RAVO 5 iSeries: The RAVO 5 eSeries. This product is unique to the market.</p> <p>Another unique innovation is the RAVO Hygion PM2.5 particle dust filter. This filtration system filters all particles up to PM2.5 and even PM1.0 out of the air the sweeper exhausts and in that way contributes to a cleaner environment.</p> <p>RAVO is also the only compact sweeper manufacturer who is able to offer a hydraulically operated wanderhose on its sweepers which can be used to clean out catch basins, bins, etc. Since it is hydraulically operated it is a lot lighter on the operators to operate making their life easier and also makes the 5 iSeries into a truly multifunctional sweeper which is great for smaller communities who don't have the funding for many different vehicles.</p>	*
----	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---

Table 9: Warranty

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

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, with the exception of wear and tear parts	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, but the customer is required to follow the suggested maintenance schedule for the products	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, up to 300 miles each way.	*
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?	Hawaii, until a local dealer has been appointed, service in Hawaii will be limited.	*
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?	Apart from the engine we cover all warranty. In case there is an issue with the engine manufacturer we also will cover the engine warranty.	*
50	What are your proposed exchange and return programs and policies?	We don't have a fixed exchange or return program since so far we have never encountered a situation wherein this was required. We have always been able to sort out any issue to full satisfaction of the customer.	*
51	Describe any service contract options for the items included in your proposal.	Service contracts are offered by the dealers and normally dealt directly with by them since in many cases these are customized to the needs of the final customer. What we do offer are additional warranty options though (Extended warranty up to 4 year)	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Our payment term is Net 30 days after delivery of the unit. Accepted payment methods are cheques or wire transfers. The Certificate of Origin for all equipment will be transferred to the customer after receipt of payment in full.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	For leasing and financing we work together with a company (https://leasing2.com/) specialized in local government equipment financing. They offer various financing options adjusted to the customer's needs. We are not quoting rates or terms for leasing, however it should be known to Members that we have this service available to them. We will also work with any leasing agency of Member's choice, especially leasing companies approved by Sourcewell.	*
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.	<ul style="list-style-type: none"> - Order form - Terms of sale - Order confirmation 	*
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?	We do accept P-card procurement for parts and services but not for the actual sweeping units.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	For our 4 product lines (RAVO 5 iSeries, RAVO 5 eSeries, Mathieu MC110 and Mathieu MC210) we work with standard pricelists. On these pricelists the customer can tick which options he or she would require on the machine and in that way easily calculate the final price. All options have a unique SKU.	*
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.	We offer a 5% percentage discount from our MRSP pricelist on all of the items being proposed in this offer. It is a simple off the list price percentage calculation. However, this percentage could be higher upon the dealers' request.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	We offer quantity discount in consultation with the dealer and final customer. These can vary from 1 to 3%	*
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.	Various customers might require additional items and / or options which are not available from the factory. These will be included in the quotation upon request of the dealer after having agreed upon these with the final customer. These could include items such as additional lights, wrapping of the machine, communication devices, etc.	*
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.	The following costs are not included in the pricing submitted. These can be added to the quote by the local dealer upon consultation with the customer should he require such items: - Locally installed non factory options upon request of the customer - PDI charges if applicable - Additional training on top of the standard offered training - Freight and Delivery: Freight costs will be pre-paid and added to the Members invoice. Small items will be, in most cases, delivered by UPS. Other freight carriers may be utilized in shipments, i.e. Federal Express, DHL and common carrier for truck freight. The actual cost of shipment will be passed thru to the customer. We will not mark up this item for profit. Minimal handling fees may be added where special packaging is required. The Member will be notified of these charges if applicable prior to order placement. - Federally Mandated Items: The cost of any federally mandated items will be passed on to the Member. Our pricing includes any federally mandated items that are mandated at the time of this proposal. Should there be a Federal Mandate after the date of this proposal, any cost incurred to meet the requirements of this mandate will be passed on to the member. Any costs applicable will be provided to the Member prior to any Purchase Order being issued. This fee would typically be charged to meet any future EFP standards that may arise.	*
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.	The shipping process and method is done in consultation with the final customer but generally it exists out of the following: New build machine 1) The factory informs the importer (Fayat Environmental Solutions Americas – FESA) when the machine is ready for shipment 2) FESA books transport from the factory to the dealer 3) Before transport a final machine check is performed 4) The machine will be loaded in a container and transported to the port where it will be loaded onto a vessel 5) The vessel arrives at the closest port to the dealer where the container will be loaded on a truck and transported to the dealer 6) Upon arrival of the machine the dealer performs a machine check after the machine has been unloaded 7) If required local options will be installed on the machine 8) Once finished the machine will be made ready for transport 9) The dealer performs a PDI of the machine 10) The machine is transported by the dealer on a flatbed trailer to the customer 11) Upon acceptance of the machine a final check is done 12) The machine is handed over including the invoice which includes the freight charges 13) Upon payment the Certificate of Origin will be handed over Stock unit at the dealer 1) The customer places the order 2) The dealer is informed 3) The dealer performs a PDI of the machine 4) The machine is transported by the dealer on a flatbed trailer to the customer 5) Upon acceptance of the machine a final check is done 6) The machine is handed over including the invoice which includes the freight charges 7) Upon payment the Certificate of Origin will be handed over	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We can ship and deliver anywhere in North America upon the customer's request and to Hawaii on a case by case basis until we have appointed a dealer there.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We will deliver the machine through our dealer network at the final customer.	*

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.	There is a 5% discount on the MSRP

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.	We are in the process of hiring a person specially in charge who will be handling the main contact for all dealers handling the sales process. Since FESA will need to check all provided quotations from dealer to end customer under the contract guidelines, we are completely aware of each and every order and all the gathering of information is real time. All Sourcewell orders will be marked as such and tracked in a separate accounting system. We will also require a separate purchase order in reference to the contract. This process make it clear for all personnel to recognize that it is an Sourcewell contract sale. This makes the end of quarter reporting complete at the actual end of quarter. As a secondary check, when FESA receives a payment for a unit, we verify the contract used in its purchase. This ensures the correct accounting for the sale on a second level. FESA will on its term be audited by RAVO as a double check.
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.	As we currently are doing, we track our Sourcewell sales and compare these to our non Sourcewell sales. Our total sales is growing year on year but we have noticed that the percentage of sales through Sourcewell has increased as part of our total sales over the past 3 years. We intend to keep on doing so and are confident that we can grow our business even further through the Sourcewell contract since we are seeing more and more enthusiasm in the market for sourcing through the Sourcewell contract. Apart from this we also keep track of the time it takes between the first contact with the customer and the actual sale. We noticed that this timing is significantly shorter when the customer is sourcing through Sourcewell than when he issues a tender. In our opinion this is a great benefit when selling through the Sourcewell contract as dealer but also manufacturer.
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.)	We propose an administrative fee of 1% due to the unique nature and makeup of the products that we intend to represent in this proposed Sourcewell contract

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.	Purpose built compact vacuum sweepers, easy to maintain, economical in fuel consumption with the same capacities as a truck mounted sweeper. These sweepers are high on innovation and low on dust and noise pollution. Extremely maneuverable and very well suited for downtown but also suburb sweeping and bicycle lane, parks and side walk sweeping. Due to the multifunctionality of some of our models also very well suited for colleges and high schools. Products can be offered with either a diesel engine or a fully electric powered option via certified dealers. Our product range includes: - Mathieu MC110 Sidewalk and parking lot sweeper - Mathieu MC210 Bicycle lane, downtown, park, and parking lot sweeper - RAVO 5 iSeries Street sweeper - RAVO 5 eSeries Electrically powered street sweeper (via certified dealers only)
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.]	Street sweepers, Sidewalk sweepers, Parking lot sweepers

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	We offer various models all with their own capabilities	*
71	Runway sweeping and cleaning equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	However, our machines are in use for apron cleaning at certain airports	*
72	Litter, trash, and debris vacuums	<input checked="" type="radio"/> Yes <input type="radio"/> No	All models currently offered are vacuum sweepers and can remove these items via normal operation or use of the wanderhose option for smaller, hard to reach needs.	*
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	We do provide parts but not through Sourcewell	*

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:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - 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.
 - Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 - 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](#) - 2022 FESA Sourcewell Pricing.xlsx - Tuesday September 28, 2021 06:46:45
 - [Financial Strength and Stability](#) - RAVO Annual Accounts 2015 - 2020.zip - Tuesday September 28, 2021 07:18:01
 - [Marketing Plan/Samples](#) - FESA RAVO Marketing Documents.zip - Tuesday September 28, 2021 08:00:19
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - RAVO Warranty Terms.pdf - Tuesday September 28, 2021 06:49:36
 - [Standard Transaction Document Samples](#) - Toronto MC210 Purchase order April 2021.zip - Tuesday September 28, 2021 09:03:32
 - [Upload Additional Document](#) - FESA RAVO Certificates.zip - Tuesday September 28, 2021 09:14:33

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. - Cornelis Martijn van der Put, Export Sales Manager, RAVO Holding B.V.

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