

040924-FSC

**Solicitation Number: RFP #040924****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Federal Signal Corporation, 1333 Butterfield Road, Suite 500, Downers Grove, IL 60523 (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 Rental Equipment, Products, and Related Services 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.

**EXPIRATION DATE AND EXTENSION.** This Contract expires June 11, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **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 other 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.

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 or its authorized dealers, distributors, or resellers, as applicable. 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, performance issues, 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 Contract 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, 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. *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 liability-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 cannot 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 a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

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

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

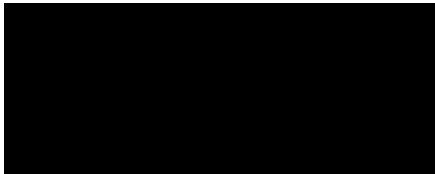
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

**22. CANCELLATION**

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

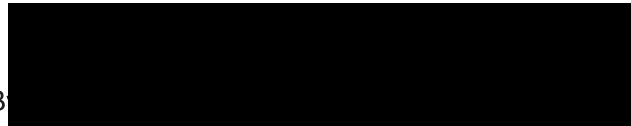
Sourcewell



Jeremy Schwartz  
Title: Chief Procurement Officer

Date: 6/21/2024 | 9:59 AM CDT

Federal Signal Corporation



B  
Jeff Johnson  
Title: VP Rentals and Used Equipment

Date: 6/20/2024 | 1:43 PM EDT

# RFP 040924 - Rental Equipment, Products, and Related Services

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## Vendor Details

Company Name: Federal Signal Corporation

Does your company conduct business under any other name? If yes, please state: Vactor Manufacturing, Elgin Sweeper Company, Truvac, Westech, Trackless, Switch-N-Go, Joe Johnson Equipment LLC., FST Canada (Joe Johnson Equipment)

Address: 1415 West 22nd Street  
Oakbrook, Illinois 60523

Contact: Jeff Johnson

Email: jeff@jjei.com

Phone: 416-606-1140

Fax: 705-436-8511

HST#:

## Submission Details

Created On: Wednesday February 21, 2024 13:29:46

Submitted On: Tuesday April 09, 2024 09:09:17

Submitted By: Melissa Harper

Email: mharper@jjei.com

Transaction #: 8a8ae595-0646-44d4-9d52-6be88e8dcffc

Submitter's IP Address: 104.129.158.230

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## 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):<br>(In the event of award, will execute the resulting contract as "Supplier")   | Federal Signal Corporation  |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Elgin Sweeper Company, Vactor Manufacturing, TRUVAC, Trackless, Switch-N-Go, Joe Johnson Equipment LLC, Joe Johnson Equipment LLC DBA FS Solutions, FST Canada Inc. DBA Joe Johnson Equipment   |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | FST Canada Inc. DBA Joe Johnson Equipment<br>Joe Johnson Equipment LLC DBA FS Solutions   |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):  | CAGE Code: 1MAD8<br>UEI: M18SGN9VAEX5   |
| 5         | Proposer Physical Address:   | 1415 West 22nd Street<br>Oakbrook, IL.<br>60523   |
| 6         | Proposer website address (or addresses):   | www.federalsignal.com<br><br>www.elginsweeper.com / www.vactor.com / www.truvac.com /<br>www.tracklessvehicles.com / www.switchngo.com / www.jjei.com   |
| 7         | 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): | Jeff Johnson - VP, Rentals and Used Equipment<br>Federal Signal Corporation, FST Canada / Joe Johnson Equipment<br>2521 Bowman Street<br>Innisfil, Ontario, Canada L9S 3V6<br>jeff@jjei.com / 416-606-1140  |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Tisyn Milne - Sr. Director, Rentals and Used Equipment<br>FST Canada / Joe Johnson Equipment<br>2521 Bowman Street<br>Innisfil, Ontario, Canada L9S 3V6<br>tisyn@jjei.com / 705-730-8505  |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Melissa Harper - Sr. Manager, Rentals<br>FST Canada / Joe Johnson Equipment<br>2521 Bowman Street<br>Innisfil, Ontario, Canada L9S 3V6<br>mharper@jjei.com / 705-229-9620<br><br>David Panizzi<br>Group Director, Sales Administration<br>Elgin Sweeper Company<br>1300 Bartlett Road<br>Elgin Illinois USA 601220-7529<br>dpanizzi@elginsweeper.com / 630-240-2385 |

**Table 2: Company Information and Financial Strength**

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

|    |  |  |
|----|--|--|
| 10 | 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>Federal Signal Corporation (NYSE:FSS) enhances the safety, security and well being of communities and workplaces around the world.</p> <p>Founded in 1901, Federal Signal is a leading global designer and manufacturer of products and total solutions that serve municipal, governmental, industrial and institutional customers. Federal Signal Environmental Solutions Group (includes Elgin, Vactor, Truvac, Trackless, Switch-N-Go, FST Canada and Joe Johnson Equipment LLC).</p> <p>With clean air and clean water at the forefront of today's concerns - now is the time to think about how the environmental risks will affect communities, business and governments worldwide. To meet these challenges, Federal Signal Corporation has created the Environmental Solutions Group (ESG). This group includes industry leading solutions from Elgin Sweeper Company, Vactor and Truvac Manufacturing, Trackless and Switch-N-Go each with a large, innovative and productive line of environmental cleaning and management products. In 2016 Federal Signal Corporation acquired Joe Johnson Equipment, a 20 year Federal Signal products Dealership and launched a factory supported rental platform that is offered across the USA and Canada. This platform is offered through our Dealer Partners across North America to best support our Municipal and Government customers for both rental and used equipment. Our mission is to enhance the safety, security and well-being of communities and workplaces around the world.</p>   |
| 11 | What are your company's expectations in the event of an award?   | <p>We would expect to continue to grow our business with Sourcewell and its membership as we already have a very successful sales platform in place. We would now be able to support Sourcewell members with both short and long term rentals of similar products as well as fulfil any late model used equipment purchase needs.</p>  |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | <p>Elgin Sweeper Co. has been manufacturing street sweepers for over 100 years. Today Elgin is the leading manufacturer of sweepers for municipalities, contractors, airports and industrial entities in north America. We offer the broadest selection of street sweepers including all variations of today's sweeping technology. Elgin is a subsidiary of Federal Signal Corporation.</p> <p>Vactor/Truvac Manufacturing is a world leader in high quality sewer cleaning and hydro-excavation solutions. For well over 50 years Vactor has been enhancing their expertise in air conveyance and use of high pressure water for sewer cleaning and hydro-excavation. Vactor/Truvac, also are both a subsidiary of Federal Signal.</p> <p>Trackless is the Industry leader in municipal sidewalk tractors and for over 50 years has equipped Public Works Departments, Parks Departments, Airports, Universities and Military facilities with equipment to tackle their toughest challenges. Trackless provides snow removal equipment from Alaska to Antarctica and from Newfoundland to Russia. Mowing, asphalt repair, leaf loading and sweeping equipment is also sold to numerous governmental agencies all over the world. Trackless is a subsidiary of Federal Signal.</p> <p>Switch-N-Go has been a leader in manufacturing interchangeable municipal truck body systems for over 20 years. Switch-N-Go is a subsidiary of Federal Signal.</p> <p>Joe Johnson Equipment is a North American leading equipment distributor with over 35 years of sales/aftermarket support, rental and used equipment experience both in USA and Canada. Joe Johnson Equipment too is a subsidiary of Federal Signal Corporation.</p> <p>Federal Signal Completes Record Year with Impressive Fourth Quarter Results, including 15% Net Sales Growth, 35% Operating Income Increase and Strong Cash Generation; Issues 2024 Outlook.</p> <p>Oak Brook, Illinois, February 27, 2024 — Federal Signal Corporation (NYSE:FSS), a leader in environmental and safety solutions, today reported results for the fourth quarter and year ended December 31, 2023.</p> <p>Fourth Quarter Highlights:</p> <ul style="list-style-type: none"> <li>• Net sales of \$448 million, up \$57 million, or 15%, from last year; organic growth of \$42 million, or 11%</li> <li>• Operating income of \$63.1 million, up \$16.5 million, or 35%, from last year</li> <li>• Operating cash flow of \$103 million, up \$64 million, or 162%, from last year</li> <li>• GAAP EPS of \$0.75, up \$0.18, or 32%, from last year</li> <li>• Adjusted EPS of \$0.74, up \$0.17, or 30%, from last year</li> <li>• Orders of \$465 million, up \$21 million, or 5%, from last year</li> <li>• Backlog of \$1.03 billion, up \$146 million, or 17%, from last year</li> </ul> <p>Full-Year Highlights:</p> <ul style="list-style-type: none"> <li>• Net sales of \$1.72 billion, up \$288 million, or 20%, from last year; organic growth</li> </ul> |

|    |  |  |   |
|----|--|--|---|
|    |  | <p>of \$220 million, or 15%</p> <ul style="list-style-type: none"> <li>• Operating income of \$224.5 million, up \$63.7 million, or 40%, from last year</li> <li>• Operating cash flow of \$194 million, up \$123 million, or 171%, from last year</li> <li>• GAAP EPS of \$2.56, up \$0.59, or 30%, from last year</li> <li>• Adjusted EPS of \$2.58, up \$0.62, or 32%, from last year</li> <li>• Orders of \$1.87 billion, up \$178 million, or 11%, from last year</li> </ul> <p>2024 Outlook:</p> <ul style="list-style-type: none"> <li>• Adjusted EPS* of \$2.85 to \$3.05</li> <li>• Net sales of \$1.85 billion to \$1.90 billion</li> <li>• Capital expenditures of \$35 million to \$40 million</li> </ul> <p>Consolidated net sales for the fourth quarter were \$448 million, an increase of \$57 million, or 15%, compared to the same quarter a year ago. Net income for the fourth quarter was \$46.4 million, or \$0.75 per diluted share, compared to \$34.6 million, or \$0.57 per diluted share, in the prior-year quarter. The Company also reported adjusted net income for the fourth quarter of \$45.7 million, or \$0.74 per diluted share, compared to \$35.0 million, or \$0.57 per diluted share, in the same quarter a year ago.</p> <p>Both net sales and adjusted EPS for the fourth quarter were new Company records. The Company is reporting adjusted results to facilitate comparisons of underlying performance on a year-over-year basis. A reconciliation of these and other non-GAAP measures is provided at the conclusion of this news release.</p> <p>Consolidated net sales for the year ended December 31, 2023 were \$1.72 billion, an increase of \$288 million, or 20%, compared to the prior year. Net income for the year was \$157.4 million, or \$2.56 per diluted share, compared to \$120.4 million, or \$1.97 per diluted share, in the prior year. Adjusted net income for the year was \$158.8 million, or \$2.58 per diluted share, compared to \$120.1 million, or \$1.96 per diluted share, in the prior year.</p> <p>Our full Q4 2023 earnings release, proxy statement and our annual letter to Stockholders is attached.</p> |   |
| 13 | What is your US market share for the solutions that you are proposing?   | Currently our industry is a non-reporting industry. Therefore, no independent data of market share exists with the street sweeper, sewer cleaning and hydro-excavation markets. Our marketing research indicates that we enjoy an aggregate market share of over 56% sales and 80% of municipal rentals.   | * |
| 14 | What is your Canadian market share for the solutions that you are proposing?   | Currently our industry is a non-reporting industry. Therefore, no independent data of market share exists with the street sweeper, sewer cleaning and hydro-excavation markets. Our marketing research indicates that we enjoy an aggregate market share of over 69% sales and 92% of municipal rentals.   | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | Federal Signal (including the Elgin, Vactor, Truvac, Trackless, Switch-N-Go, JJE LLC and FST Canada subsidiaries) have never been the subject of a bankruptcy action.  | * |
| 16 | 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.<br>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?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | <p>Elgin Sweeper, Vactor/Truvac Manufacturing, Trackless and Switch-N-GO are manufactures. JJE LLC and FST Canada (Joe Johnson Equipment) are a Dealer/Distributor of Elgin, Vactor, Truvac, Trackless and Switch-N-Go products and are also a part of the Federal Signal Family.</p> <p>A) Elgin, Vactor and Truvac, Trackless and Switch-N-Go products are sold, rented and serviced through a dealer network of more than 100 factory trained dealer locations. Our dealer network consists of independently-owned, third party contracted entities with their own sales and service personal.</p> <p>B) Joe Johnson Equipment LLC and FST Canada dba Joe Johnson Equipment (JJE) are both a distributor/dealer subsidiary of Federal Signal Corporation. Joe Johnson Equipment is Canada's largest and one of North America's leading infrastructure-maintenance equipment suppliers. JJE proudly serves municipalities, contractors, haulers and industrial companies in Canada and the U.S. JJE has a longstanding reputation for distributing industry-leading products through its national branch network with a keen focus on customer support. JJE specializes in serving municipalities, municipal contractors and industrial contractors with high quality products, rentals and used equipment sales, parts and service. These products include street sweepers, sewer cleaners, vacuum trucks, snow removal equipment, and refuse collection equipment.</p>   | * |

|    |   |  |   |
|----|---|--|---|
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>While not required, at our Elgin facility are •ISO 9001 certified. We are ISO 9000 and 14001 at our Vactor/Truvac facility. This means that we adhere to appropriate manufacturing and quality process and procedures.. Most of our contracted dealers are required to hold state/ provincial dealer licenses, Where required, all of our dealers comply with this requirement.</p> <p>JJE and FST Canada (subsidiaries of Federal Signal) are requited to obtain multiple licenses in order to keep our fleet certified with Federal and State/Provincial requirements. This Includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>- All licensing requirements in the US arid Canada</li> <li>- IFTA license is up-to-date and and filed quarterly</li> <li>- Monitoring and maintaining our DOT number in the US and CVOR license in Canada to ensure we are fully in line with all safety requirements and regulations</li> </ul> | * |
| 18 | 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 *  |
|-----------|--|---|
| 19        | Describe any relevant industry awards or recognition that your company has received in the past five years   | <p>On November 27, 2019, Federal Signal Corporation was named a multi-award winner in the 2019 Best in Biz Awards. Federal Signal was awarded the Gold award for "Fastest-Growing Company of the Year – Large Companies (1,000+ Employees)". This award recognizes impressive operational and financial performance over the last 18 months. It also acknowledges the strong growth that has resulted from a combination of strategic acquisitions and organic growth initiatives, including the impact of several new product introductions.</p> <p>In 2020, acknowledged by Fortune Magazine, Federal Signal was recognized as "100 Fastest Growing Companies."</p> <p>In 2020, Jennifer Sherman, President and CEO of Federal Signal, was named one of Crain's Notable Women Executives Over 50 who have jumped hurdles to reach the highest levels of business, medicine, higher education and nonprofits. A number defied the odds in rising to influential positions in male-dominated fields such as banking and financial services, law and manufacturing. Women, of course, still face formidable obstacles. They represent only 11 percent of top earners at S&amp;P 500 companies, according to a January study by Catalyst. And they make up just over a quarter of executive and senior-level officials and managers. But they see the big picture and are bringing their sisters along by leading diversity and inclusion efforts, supporting women's resource groups, pushing for more family-friendly policies and mentoring younger colleagues. That should provide encouragement to already influential millennial women who have the opportunity to dramatically reshape the workplace in the years ahead.</p> <p>At the National Pavement Exposition, held in Nashville January 29th to February 1st of 2020, the WorldSweeper.com/World Sweeping Association's Award of Excellence in Power Sweeping was awarded to Elgin Sweeper Company. The award wording, as presented by Ranger Kidwell-Ross, the Editor of WorldSweeper.com and Director of the World Sweeping Association: Although unquestionably a worthy recipient as a result of what the company has brought to the power sweeping industry in the 105 years since it was started, they were chosen as this year's Award recipient for another specific reason. This year's Award recognizes the extraordinary expenditure of effort and investment the company made during the development of its newest product, the RegenXTM. To come up with a final design for its RegenX product, the company's representatives traversed the United States, speaking to hundreds of customers at all levels within the street sweeping industry, both municipal and contractor, in pursuit of what it termed "true voice-of-the-customer insights." For its willingness to conduct such extensive, real-world prototype testing and feedback before bringing its RegenX model to market, at this time it is my great honor to present the WorldSweeper.com/World Sweeping Association's 2020 Award of Excellence in Power Sweeping, the United States power sweeping industry's highest honor, to Federal Signal Corporation's Elgin Sweeper Company.</p> |
| 20        | What percentage of your sales are to the governmental sector in the past three years   | Sales: 65%<br>Rentals: 48%  |
| 21        | What percentage of your sales are to the education sector in the past three years  | Sales: 2%<br>Rentals: 4%  |
| 22        | 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?          | <p>Federal Signal Corporation currently holds Sourcewell contracts for Elgin, Vactor, Truovac, Trackless, Switch-N-Go equipment sales of sweeper, sewer cleaner and vacuum excavation products. The annual sales volume for that contract is \$104m in 2023 combined.</p> <p>Several of our dealer partners do hold state and/or local purchasing contracts. Entirely utilized by our local dealers, these purchasing contracts do not necessitate specific pricing discounts from the manufacturers. Sales volume is unknown as the contracts are not held by us and are not tracked.</p>  |
| 23        | 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? | <p>We do not hold a GSA contract. However, some of our dealers do utilize a GSA contract held by one of our contracted dealers.</p> <p>GS-30F-1012H. Sales and rental volume is unknown.</p>  |

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *                   | Contact Name * | Phone Number * |   |
|---------------------------------|----------------|----------------|---|
| City of Rochester NY            | Ronald Schluz  | 585-557-0172   | * |
| City of Grand Junction Colorado | Tim Barker     | 970-256-4170   | * |
| City of Greenville NC           | Larry Davis    | 252-364-9184   | * |

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** 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 Edmonton          | Government    | AB - Alberta        | Sales and rentals of sweepers, sewer cleaners, sidewalk tractors, waste transfer trailers. | Multiple transactions for multiple units at a time. | \$10,200,000.00                  | * |
| City of Calgary           | Government    | AB - Alberta        | Sales and rentals of sweepers, vacuum excavators, sewer cleaners, sidewalk tractors.       | Multiple transactions for multiple units at a time. | \$18,000,000.00                  | * |
| City of Rochester         | Government    | New York - NY       | Sales of and service of environmental equipment  | Multiple transactions for multiple units at a time. | \$7,000,000.00                   | * |
| City of Grand Junction CO | Government    | Colorado - CO       | Sales of and service of environmental equipment  | Multiple transactions for multiple units at a time. | \$3,300,000.00                   | * |
| City of Greenville NC     | Government    | North Carolina - NC | Sales of and service of environmental equipment  | Multiple transactions for multiple units at a time. | \$3,500,000.00                   | * |

**Table 6: Ability to Sell and Deliver Service**

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

| Line Item | Question                                      | Response *  |   |
|-----------|---|---|---|
| 26        | Sales force.                                  | Environmental Solutions Group (ESG - Elgin, Vactor, Truvac, Trackless, Switch-N-Go and JJE) sales force for North America sales consists of 4 Vice Presidents of Sales, 8 Directors of Sales, with 38 Regional Sales Managers (RSM) reporting to them. 100% of their time is dedicated to the sales, rentals, and dealer support of Elgin, Vactor and Truvac, Trackless and Switch-N-Go products. The RSM's live and work within defined territories located throughout the US and Canada. Our rentals team consists of 9 dedicated individuals that are 100% focused on rental support. Joe Johnson Equipment has 42 Regional Sales Managers promoting sales and rentals within our territories. | * |
| 27        | Dealer network or other distribution methods. | Our dealer network has dedicated factory RSM support throughout their respective territory that is managed by the RSM. As previously stated, the Dealer network are third party entities with 100 dealer locations throughout the US and Canada and 230 dealer sales and rental personnel covering all of North America.  | * |

|    |  |  |   |
|----|--|--|---|
| 28 | Service force.   | <p>ESG Service force consists of a Senior Internal Service Manager at the Elgin, Vactor, Trackless and Switch-N-Go locations. Each service manager has 5-6 technical service specialists (TSS) focused on their respective product lines and dedicated to answering service related issues from dealers and end-user customers. The TSS reps travel as required. The sales and service reps have different responsibilities but often work together to support our dealers and end-user customers.. ESG also has a Field Customer Service Senior Manager with three Regional Service and Support Managers (RSSM) that live across the country and provide training, warranty and other customer support functions within their territories. These individuals travel extensively providing dealer and customer support.</p> <p>Joe Johnson Equipment (JJE) also has over 68 dedicated factory trained technicians to support our products for both rental and sales equipment.</p> | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.  | <p>Depending on product and location, orders will be handled by the local dealer to the Sourcewell member or Joe Johnson Equipment.</p> <p>Joe Johnson Equipment will work closely with our dealer network to track and report sales back to Sourcewell.</p> <p>For our ordering process, the lead will be given to the closest Dealer. Once the equipment is sourced, a quotation will be provided including rental rate, as well as freight and/or training costs. Upon acceptance of the quotation by the customer, a PO will need to be issued, a rental contract will need to be signed, and a certificate of insurance will need to be provided.</p>   | * |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>All of our ESG dealers have trained and factory certified technicians with a vast majority of dealers providing road service at the customer location. We have a 24 hour toll free helpline in USA and Canada for both Elgin, Vactor, Truvac, Trackless, and Switch-N-Go that is staffed by factory personnel. The idea is to provide an immediate response/contact to both the dealer or the end-user. ESG provides warranty reimbursement to our authorized dealers to ensure appropriate compensation for warranty related expenses.</p>   | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | <p>We do and will service the entire United States. Our dealers are assigned areas of responsibility that cover all of North American (US &amp; Canada) and all dealers have factory sales and service support personnel (RSM, RSSM, TSS as described above) available to them. We will fully support all Sourcewell member sectors for sales, rentals and used equipment. We have over 1500 rental units available and shared across North America.</p>   | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | <p>We do and will service all of Canada. Our dealers are assigned areas of responsibility that cover all of North American (US &amp; Canada) and all dealers have factory sales and service support personnel (RSM, RSSM, TSS as described above) available to them. We will fully support all Sourcewell member sectors for sales, rentals and used equipment. We have over 1500 rental units available and shared across North America.</p>  | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | <p>All geographical areas in the US and Canada can and will be serviced for sales and rentals.</p>   | * |
| 34 | 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? | <p>All Sourcewell participating entity sectors can and will be serviced.</p>   | * |

|    |  |  |
|----|--|--|
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | No contract restrictions or limitations for Hawaii, Alaska and in the US Territories.<br><br>We currently have Dealer Partners in both Hawaii and Alaska:<br><br>International Trucks of Hawaii<br>91-554 Komohana Street<br>Kapolei, HI 96707<br><br>Yukon Equipment Inc.<br>Anchorage, AK (head Office)<br>2020 East 3rd Ave.<br>Anchorage, AK 9950<br><br>Yukon Equipment Inc.<br>Fairbanks, AK<br>3511 International Street<br>Fairbanks, AK 99701<br><br>Yukon Equipment Inc.<br>Wasilla, AK<br>7857 W Parks Hwy<br>Wasilla, AK 99623 |
|----|--|--|

\*

**Table 7: Marketing Plan**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 36        | 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>We advertise our Sourcewell contract at tradeshow and open houses, on our public websites, in our marketing collateral and in industry associations.</p> <p>All of our Dealer Partners also advertise Sourcewell in their areas of responsibility at local trade shows, open houses and customer events.</p> <p>We also educate and train our factory RSM's and the Dealer RSM's on how to promote the benefits of Sourcewell's purchasing/renting power so they are prepared to promote throughout their municipalities and government customers.</p> <p>We have attached a sample copy of our 30-60-90 day plan to promote our Sourcewell partnership, along with a snapshot of what a typical month of tradeshow looks for JJE.</p> <p>See the links below for examples of our websites that already promote Sourcewell:</p> <p>Membership proudly displayed on our JJE website:<br/> <a href="https://www.jjei.com/about-us/">https://www.jjei.com/about-us/</a></p> <p>Membership proudly displayed on our Elgin Website:<br/> <a href="https://www.jjei.com/about-us/">https://www.jjei.com/about-us/</a></p> <p>Membership proudly displayed on our Vactor Website:<br/> <a href="https://www.vactor.com/purchasing-contracts">https://www.vactor.com/purchasing-contracts</a></p> <p>Membership proudly displayed on our Trackless Website:<br/> <a href="https://tracklessvehicles.com/trackless-vehicles-now-available-through-sourcewell/">https://tracklessvehicles.com/trackless-vehicles-now-available-through-sourcewell/</a></p> |
| 37        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>Elgin, Vactor, Truvac, Trackless, Switch-N-Go, and Joe Johnson Equipment all utilize a number of social media platforms as a method to inform and communicate with the public and our followers. Our marketing communications group does a great job of using these technologies to promote our products and keep our users and followers informed on what is happening. Examples of such can be seen using the following links:</p> <p><a href="https://facebook.com/ElginSweeper">https://facebook.com/ElginSweeper</a><br/> <a href="https://twitter.com/elginsweeper?lang=en">https://twitter.com/elginsweeper?lang=en</a><br/> <a href="https://facebook.com/JoeJohnsonEquipment/">https://facebook.com/JoeJohnsonEquipment/</a><br/> <a href="https://ca.linkedin.com/company/joe-johnson-equipment-inc-">https://ca.linkedin.com/company/joe-johnson-equipment-inc-</a><br/> <a href="https://linkedin.com/company/vactor-manufacturing">https://linkedin.com/company/vactor-manufacturing</a><br/> <a href="https://www.facebook.com/FederalSignalFR/">https://www.facebook.com/FederalSignalFR/</a><br/> <a href="https://www.linkedin.com/company/federal-signal-corporation">https://www.linkedin.com/company/federal-signal-corporation</a></p>  |
| 38        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>We would expect Sourcewell to promote the awarded contracts by ensuring their membership is aware of the products and services that are available from the reputable and responsive contract holders. Also to promote the pricing advantages and ease of procurement and the significant benefits of utilizing these Sourcewell contracts. The awarded vendors have been determined to be the best providers of the required solutions/products. Also, we expect Sourcewell to be responsive and communicative so that together, we can provide an outstanding purchasing/rental experience and maximize customer satisfaction.</p> <p>We welcome collaborative JJE/Sourcewell customer visits and travel. All Sales Managers are trained on the benefits of using Sourcewell and provided promotional material.</p> <p>In October of 2023, our VP of Rentals and Sales, Jeffrey Johnson and our VP of Sales, Jason Hannah attended the Sourcewell/Canoe conference in Banff, AB. We have lined up training for our Sr. Rentals Manager and Sr. Inside Sales Manager to attend the Canoe University training session in Toronto on April 24th. As well, our local RSM's in Halifax and Winnipeg will be attending the additional University training sessions. We are committed to learning everything we can about Sourcewell and will continue to have our team attend training sessions and conferences as they become available.</p>   |
| 39        | 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.            | <p>We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration tool that our dealers use to configure customer specific units and place orders with the respective manufacturers. Our dealers will use this on-line configurator tool to prepare Sourcewell member quotes/proposals and to, place orders with us upon award from the Sourcewell member, We use OneSpan for our electronic rental contract execution when applicable.</p>  |

**Table 8: Value-Added Attributes**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 40        | Describe any training programs related to this proposal such as OSHA training, safety training, specialty training like earth moving, hand tool safety, electrical safety, or other related certifications. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>As standard practice, our dealers offer product operation and service training as part of the initial installation process during, or shortly after, product delivery and installation and/or rental pick-up. Many dealers are willing to provide on-going training to new operators or as specific customer requirement demand. The cost of this is at the discretion of the individual dealer and maybe subject to the length of the rental period.</p> <p>At the manufacturer level, we offer 2-3 day technical product training at the factories, This is best suited for customer mechanics/technicians. We offer this free to customers for each unit purchased for a period of time (typically within one year). Customers are responsible for travel and costs for accommodations.</p> <p>We also work with our dealers to periodically provide regional group training, typically near a dealer location. This is often performed for a small fee to cover costs of materials and food. We find this to also be a good networking opportunity.</p> <p>In Canada JJE offers both operator and service training schools for all municipal customers.</p> <p>Across all Dealer locations, we complete operator training for our customers at the selected service location at no cost. Should offsite training be required, a quotation will be provide to cover any potential travel, meal or flight costs.</p>   |
| 41        | Describe any technological advances that your proposed products or services offer.  | <p>We have developed sweepers that utilize innovative single-engine technology that minimizes complexities and reduces emissions. (Green Initiative)</p> <p>We also offer Vactor Combination Sewer Cleaners that incorporate water recycling capabilities.</p> <p>We can also equip some of our Sweeper and Vactor units with industry leading sanitizing &amp; disinfection features for -enhanced cleaning capabilities.</p> <p>We offer our TruVac Vacuum Excavation line of units with both Water and/or Air digging capabilities for safe digging.</p> <p>Many of our TruVac units are equipped with Hot Water producing capabilities for cold weather user and/or sanitizing and cleaning applications.</p> <p>With continued advancements in electrification, we have also developed dedicated resources and partnered with industry experts to research and identify the most relevant state and federal funding information for sweepers, actively linking our customers to funding opportunities for electric vehicle ("EV") purchases. Approximately 20% of our annual Research and Development expense is dedicated towards our electrification efforts.</p> <p>Elgin Sweeper is a pioneer in the development of cleaner, alternative-fuel street sweeper solutions. In the last three years, we have introduced three electric/hybrid electric street sweeper offerings that are important tools for municipalities and operators looking to reduce their own carbon footprint without compromising performance. We also offer a single-engine sweeper that eliminates the diesel auxiliary engine, thus reducing the carbon emissions of the machine.</p> <p>In March 2023, we launched our full-size, 100% electric, zero-emission Broom Bear mechanical sweeper at the ConExpo tradeshow. Powered by a 396 kWh, lithium iron phosphate battery, the electric Broom Bear is one of the industry's first forays into an all-electric sweeping solution. Users can eliminate emissions, reduce noise, cut maintenance costs and still complete a day's work on one charge.</p> <p>The fully-electric Broom Bear joins the other hybrid offerings in Elgin's suite of high-performance sweepers in serial production, including the plug-in, hybrid electric Broom Bear and the plug-in, hybrid electric Pelican, our popular 3-wheeled sweeper.</p> <p>At our Switch-N-Go business, acquired in December 2021, we recently launched a new Switch-N-Go system built on a Class 4 electric chassis.</p> <p>The new Switch-N-Go system utilizes interchangeable dump bodies and a patented electric hoist. By installing a hoist and employing a few interchangeable truck bodies on a single electric chassis, users can complete the work of several electric work trucks with just one. More work, fewer trucks, and all electric – a compelling combination for reducing carbon emissions.</p> <p>Our Rugby team also successfully incorporated their Vari-Class body platform onto a fully-electric class 7 chassis, which was also showcased at ConExpo in March 2023. The heavy-duty Vari-Class platform line can function as six different truck bodies, providing utility for the lifetime of the product.</p> |
| 42        | Describe any "green" initiatives  | Elgin Sweeper is committed to providing environmental solutions that reduce storm water   |

that relate to your company or to your products or services, and include a list of the certifying agency for each.

and air pollution. We have recently introduced Eco-infused Technology into our brand, which defines new technology from Elgin Sweeper that combines science and innovation to produce more environmentally efficient sweepers. From our alternate fuel sweepers and waterless dust control sweepers, to our regenerative filtration systems, Elgin Sweeper is a technology leader in developing innovative products that result in cleaner streets, water and air.

Elgin's Single-engine sweeping technology has been a huge success. Using advances in power management is allowing us to power sweeping functions using the chassis or propulsion engine. This significantly reduces fuel use, maintenance and noise.

Elgin's Electric Power Sweeper technology will be available in the near future. Using advances in battery cell technology will allow us to power our sweepers without the use of historically typical combustible engines. This technology significantly reduces emissions, required maintenance, as well as noise.

We have a partnership with NASCAR Green. Our partnership is based on our ability to effectively provide track sweeping/drying in the most efficient manner available with sweepers today.

Recycler technology - This system allows the use of reclaimed water to clean sewer lines. No longer does it require millions of gallons of clean water to maintain sewer lines. The water pulled directly from the sewer can be reused to clean the lines.

CNG Chassis use - Vactor, Truvac and Elgin lead the way in use of CNG chassis to build equipment for greener fleets. Vactor, Truvac and Elgin build on more CNG chassis' than all other sewer cleaner/sweeper manufactures combined, enabling cities to take advantage of clean burning and plentiful natural gas.

Vactor's 850 Truck Jet Drive System - Through use of advancements in electric and hydraulic design the new 850 Truck Jet is more fuel efficient than ever. This new technology allows the 850 Jetter to clean 80+% of municipal sewer lines at chassis engine RPMs just over idle.

We have the ability equip some of our Sweeper and Vactor units with industry leading sanitizing & disinfection or cleaning capabilities.

Within our manufacturing facilities we have upgraded to efficient LED lighting; our HVAC system has been recently upgraded to now provide more efficient environmental control.

At our Joe Johnson Equipment facilities they are all licensed and Ministry inspected for full service capabilities and many have facility upgrades to service and support CNG vehicles.

We have launched the 100% fully electric Broom Bear street sweeper, which will help municipalities reach their own sustainability objectives

Organically, and through M&A, we have expanded the number of products in our portfolio that support Federal, state, and local electrification efforts

In 2022, we expanded our product electrification offerings, by developing dump body options in the class 6 range that are compatible with, and sold alongside, electrified chassis options. Since many of our products consume or collect water as part of their functions, they must be tested for watertightness at our factories. This demand adds to the quantity of water consumed in our operations. As we did when completing the expansion of our plant in Streator, IL, we have added or expanded water reuse/recycling capabilities at several of our other facilities. As we progress, we will continue to pursue the development and implementation of technologies that minimize the consumption of natural resources and reduce pollutant emissions in our products and at our facilities.

We have participated in a voluntary "demand response" program with local utility providers to shed power usage during system events and tests to help keep the power grid up and running

We have begun tracking our total metal consumption, alongside the fraction of metal that is unused by, or scrapped, in our production processes

Recent facility investments (e.g., purchase of our Elgin and University Park, Illinois, locations) enabling our continuous improvement journey within our facilities

Conducting energy consumption assessments and adopting energy efficiency measures across our manufacturing footprint

Launching environmental education and awareness programs at each facility

Working with local utility providers to implement best practices and capture energy reduction incentives

|    |   |   |
|----|---|---|
|    |   | <p>We are proud of our long-standing commitment to drive our businesses towards more sustainable operations for the environment. We continue to prioritize improving our manufacturing facilities and reducing resource consumption. In this report, we highlight some of the latest actions we have taken at our facilities to improve both our businesses and their impact on local communities.</p> <p><b>ENVIRONMENTAL COMPLIANCE</b><br/>                 We closely monitor our facilities to ensure our operations are in compliance with all applicable environmental laws and regulations. Hazardous and non-hazardous waste from our facilities is always properly handled, and then hauled away by a licensed operator for appropriate recycling or disposal. Certain facilities engage in programs focused on recycling scrap metal.</p> <p><b>OUR SUPPLIERS</b><br/>                 We also expect our suppliers to deliver goods and services in a manner that demonstrates respect for the environment. That includes minimizing harmful environmental impacts, conserving energy and natural resources to the extent practicable, and complying with all applicable environmental laws and regulations relating to their operations.</p> <p>2025 Energy &amp; Resource related goals: Measurable progress is key as we work to shrink our carbon footprint, both within our facilities and through the products we manufacture. We set a goal of reducing our greenhouse gas (GHG) emissions intensity 10% by 2025 (from our 2018 baseline). In addition, we aim to reduce our water, natural gas, and electricity resource consumption intensities 10% by the same year (from our 2018 baseline).</p> <p>We are pleased to have made meaningful progress in reducing water and electricity intensity, despite ongoing supply chain disruption that has caused inefficiencies in our manufacturing processes. In fact, during 2022, our electricity and water consumption intensity were both more than 10% lower than our 2018 baseline, achieving our stated goal early.</p> <p>We remain committed to our stated goals for GHG emissions and natural gas consumption intensities, and believe recent facility upgrades and investments will contribute to achieving those goals. Furthermore, approximately 4% of our total electricity consumption in 2022 was derived from renewable sources. We also estimate our water reuse at our largest facility at approximately 2 million gallons in 2022. Our Scope 1 and Scope 2 emissions in 2022 were approximately 50%.</p> <p>With several of our acquisitions that we have completed in recent years located in colder climates, we have seen a modest increase in our natural gas intensity, with the need to heat the newly acquired manufacturing facilities. As we seek to achieve our stated goals, we will be refocusing our efforts to reduce natural gas consumption this year.</p> <p>In our attached Sustainability Report, under Energy Performance, page 24, you can find our measurements for water, natural gas, and electricity consumption, normalized by dollar revenue, as well as our greenhouse gas emissions. Across all of our facilities and operations, we are committed to working towards reducing our energy and water consumption to limit our environmental impact.</p> |
| 43 | 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. | Most of our sweepers have been PM10 tested for optimal containment through SAQMD Rile 1186.<br><br>On Vector-supplied chassis, we include the clean-idle certification. While the engine is the same, this provides customers with an extended warranty on the emission control systems to help ensure they maintain the system.  |
| 44 | 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.    | Federal Signal is a publicly traded corporation under FSS. We are female led, with an extensive diversity, equity, and inclusion policy.<br><br>At Federal Signal, our commitment to diversity, equity, and inclusion is guided by our core values. Respect for all people is a top priority for the Company, and maintaining Federal Signal's competitive advantage is directly tied to our continued efforts to promote employee engagement and gain a better understanding of the customers and the communities who count on us. Understanding the importance of attracting diverse talent, we promote a culture and environment where employees want to stay with Federal Signal and have development opportunities to grow their career with us. We recognize each person's unique identity, background, and experiences as part of an inclusive culture, where everyone feels empowered to do their best work because they feel accepted and respected.   |

|    |   |   |
|----|---|---|
| 45 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>We are focused on application based sweeping, sewer cleaning and vacuum excavation allowing us to work with members to provide the most appropriate sized unit with the best technology to meet their specific application and their local road regulations.</p> <p>The breadth of dealer network to cover all of North American governmental entities means we can rent and service any Sourcewell member across the US states and provinces in Canada.</p> <p>We are completely EPA emission compliant allowing us to meet regulations in both the. US and Canada.</p> <p>We offer full service engineering departments which allows us tremendous flexibility to offer "special" options to again meet specific and unique member requirements. Both Elgin and Vactor Manufacturing facilities are ISO certified and have been for many years. This provides assurance to Sourcewell members that our products are consistently manufactured using appropriate processes that meet high-level quality standards.</p> <p>Rental Advantages:</p> <ul style="list-style-type: none"> <li>- Our rental, fleet size is well over 1500 units with an average age of less than two years old.</li> <li>- Our rental fleet is factory maintained by authorized licensed and trained dealers.</li> <li>- Our rental fleet is strategically located across North America to optimize on quick delivery and minimize freight costs.</li> <li>- Our facilities and dealers are trained to use "Record360", which is a digital check in/out rental process program that manages and records all of the process and provides the municipal customer a full report on each rental unit for their records/files. (Eliminates any guesswork or uncertainty typically experienced with equipment rentals)</li> <li>- Our rental vehicles are equipped with GPS for enhanced safety and service monitoring.</li> </ul> <p>We can also provide telematic data If desired to assist</p> <ul style="list-style-type: none"> <li>- When renting through Elgin, Vactor, Truovac, Trackless, Switch-N-Go and Joe Johnson Equipment, we utilize OneSpan which simplifies the contract signing process, (We are currently working with our Dealers to implement OneSpan for their locations.)</li> </ul> <p>Our fleet is very diversified with varying models and sizes allowing customers to take advantage our our "Try Before you Buy" scenarios.</p> |
|----|---|---|

**Table 9A: 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 *   |
|-----------|---|--|
| 46        | Do your warranties cover all products, parts, and labor?  | During the rental period the unit will be covered by warranty. The customer is responsible for all consumable and wear items and/or and damage. All standard warranty include material and labour to either repair or replace our option.  |
| 47        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | Standard limited warranty is based on in service days only. Monthly rental rates are limited to 160 hours of use, Should a rental go past the 500 hour mark it is then the customers responsibility to cover regular maintenance/ service costs.   |
| 48        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | ESG dealers are compensated for travel time up to 3 hours round trip, per reasonably required trip.  |
| 49        | 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? | ESG dealer network covers the entire US and Canada. Sourcewell members can arrange with ESG dealer in their respective area to receive warranty work.  |
| 50        | 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?  | Warranties for items made by other manufactures are covered by the original equipment manufacturer. We can and have intervened on behalf of our dealers and end-used customers to get the required OEM support when required (i.e., chassis or engine manufactures)  |
| 51        | What are your proposed exchange and return programs and policies?   | A product return or exchange is extremely rare. If circumstances merit that a product be returned or exchanged due to performance or other situation, we will review and handle on a case by case basis. If this ultimately means a return or exchange then we, along with our dealer, will work to facilitate the return or exchange with the goal to ensure complete customer satisfaction and to be life-long repeat customers. |
| 52        | Describe any service contract options for the items included in your proposal.  | Most ESG dealerships do offer service contract options. This could be as simple as a maintenance agreement with the end user to a full-service parts, maintenance and exchange program. These programs vary by dealer and would be negotiated based on customers needs and expectations.   |

**Table 9B: Performance Standards or Guarantees**

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

| Line Item | Question   | Response *  |
|-----------|--|---|
| 53        | Describe any performance standards or guarantees that apply to your services                             | High quality and dependability.<br><br>JJE and our dealer network is committed to providing parts and customer service at the level our customers deserve and expect – matching the quality and dependability of the equipment lines we represent.<br><br>Our sales, service and parts staff attend rigorous industry leading factory-trained courses to learn first-hand how to better service and support the equipment we distribute. This continual re-investment in tools and other capital resources that our dealer network infuses into its service facilities and its staff, demonstrates our commitment towards complete customer satisfaction. |
| 54        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | We have committed to keeping 80% of our fleet at less than 2 years old. By maintaining this vintage throughout our fleet, we ensure that we minimize downtime for our customers. We maintain a 24 hour turnaround on service calls with a replacement unit offered for extended repairs (subject to availability).  |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 55        | Describe your payment terms and accepted payment methods.  | Our payment terms are net 30 days from date of invoice. We accept payment by check, wire transfer and credit card.   |
| 56        | Describe any leasing or financing options available for use by educational or governmental entities.   | Available leasing or financing programs are determined between the ESG dealer and the Sourcewell member. We do support third party full service lease and turnkey maintenance program to our dealer. We have also worked with National Cooperative Leasing (NCL), a Sourcewell contract holding vendor, to provide information on leasing and financing solutions through our dealer network.  |
| 57        | 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. | Our standard transaction documents are as follows:<br>- Rental contract emailed with OpeSpan's electronic signature option<br>- Outline of the customers responsibilities while a unit is on rent (unit specific with checklists)<br>- Certificate of insurance supplied by the customer<br>- Digital check-ins and outs through Record360. This program allows pictures, videos, loose tooling checklists, and most importantly a condition report.<br><br>A sample of each document has been attached. |
| 58        | 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-cards backed by major credit card companies. There is no charge for the use of a P-card.  |

**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 *   |
|-----------|--|--|
| 59        | 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.   | We are providing two price lists with special pricing for Sourcewell members only. One price list is for US members and one will be for Canadian members with the applicable currency. The categories including combination sewer cleaners, sweepers, Trackess, Switch-N-Go and the various hydro-excavation products for both the US and Canada. The price sheets/files will list top-level models with line item and are separated by model or product category to help the Sourcewell members understand. Please note on the Canadian only price list we have added additional product categories that we are authorized to rent within Canada. |
| 60        | 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 are offering US and Canadian pricing for Sourcewell members representing an average 2-5% discount over standard rates.  |
| 61        | Describe any quantity or volume discounts or rebate programs that you offer.   | Additional discounting may be considered for long term rentals or unique situations. This is handled on a case-by case basis by our dealer partners.   |
| 62        | 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.   | Some of the products we have listed/priced for rent can have additional tools and/or features/attachments added based on the customers application or job at hand. We have added some to the price list but it is up to the dealer and customer to review their specific needs.  |
| 63        | Identify any element of the total cost of rental that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a rental that are not directly identified as freight or shipping charges. For example, list costs for items like loading and unloading, fuel surcharges, environmental fees or permits, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Any costs associated with the delivery of a piece of equipment to a Sourcewell member is negotiated between the ESG dealer and the Sourcewell member. Such costs could be delivery from ESG Dealer to the Sourcewell member, putting the unit into service, training, freight, recommended spare parts, etc.<br><br>It is the Sourcewell members responsibility to track and report IFTA fuel purchases and mileage. It is the Sourcewell members responsibility to provide the required insurance documentation for their rental. Any applicable taxes are the Sourcewell members responsibility.   |

|    |  |  |   |
|----|--|--|---|
| 64 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | <p>Any costs associated with the delivery of a piece. of rental equipment to a Sourcewell member is negotiated between the ESG dealer and the Sourcewell member. Such costs could be delivery from ESG Dealer to the. Sourcewell member, putting the unit into service, training, recommended spare parts, etc.</p> <p>The advantages we offer is we have a large rental fleet spread out across North America and partner with our Dealer network. This helps keeps freight cost to a minimum, speeds up and simplifies the entire process.</p>                               | * |
| 65 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.                                  | <p>ESG has dealers in Alaska, Hawaii and Canada (and throughout the world). Elgin, Vactor and Truvac, and Trackless work with the ESG Dealer to deliver the unit to their specified location and the ESG dealer would deliver the unit to the Sourcewell customer. We currently have products operating in Alaska, Hawaii and Canada. Delivery to these locations are standard practices that may include additional freight packaging for water/sea freight.</p> <p>We welcome rental and used equipment sales in this area and will arrange freight and training quotes.</p> | * |
| 66 | Describe any unique distribution and/or delivery methods or options offered in your proposal.  | <p>ESG delivers the piece of equipment to the ESG dealer who works with the Sourcewell member on delivery method. Because of the size of our products, unique or varied delivery options may not be available. or work logistically. Because of the size and varying axle configuration as well as the fluctuation of road/bridge laws from State to State or Province to Province we. have our own, internal traffic team that can assist when needed to move or arrange the delivery to the Sourcewell member location. (Freight rates range from \$3.00 to \$6.00/mile</p>  | * |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 67        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Our pricing offered is industry competitive and the opportunity can be negotiated with the local dealer. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 68        | 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. | As a component of our dealer agreements, dealers are required to indicate a Sourcewell member rental to us. Dealers are required to report customer information including name, contract information and transaction price. ESG Director of Dealer Sales, tracks and reports on all Sourcewell contract rentals or used equipment sales on a quarterly basis. The only exception to this are for units that are in existing dealer inventory (dealer stock) that are rented after the transaction between us and the dealer has transpired. These are more difficult to track and have delayed reporting in the past. We will be tasking our Regional Sales Managers with gathering and reporting this information in a timely manner and we have created a digital tracking platform through Smartsheet to assist in this process. |
| 69        | 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.  | We will be using Smartsheet to track and measure our success. Our Smartsheet will track deals by state/province, territory, product, revenue and duration. This data will be reviewed quarterly and annually to measure our success.  |
| 70        | 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 to pay the following. administrative, fee to Sourcewell for contract administration, facilitation and promotion.<br><br>Rentals - 1% of rental revenue.<br><br>The fee would be calculated on the dealer to Sourcewell member transaction price. This fee is consistent with our previous Sourcewell whole goods contract and will not be included as part of the pricing to Sourcewell members.   |

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

| Line Item | Question   | Response *  |
|-----------|--|---|
| 71        | Describe the rent-to-buy option for new rental equipment if applicable.  | All rental units are available for sale. Terms to be negotiated at the time of purchase as pricing varies based on vintage and length of rental to provide the best value.  |
| 72        | Describe your used rental equipment sales program if applicable.   | All rental units are for sale. Each dealer location will manage this sales process and negotiate their terms directly with the Sourcewell member.   |
| 73        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                          | <p>The Vactor, Elgin, Tuvac, Trackless and Switch-N-Go product lines are included for North America in this RFP. We are offering multiple models of Sewer Cleaners, Vacuum Excavation and Street Sweeper Equipment. We offer varied sizes with an exceptional amount of option availability to customize product to specific member needs. Our companies have a long history of industry leading technologies and we possess a strong reputation within those industries. Our business is financially strong and we have proven over the years to be an excellent business partner.</p> <p>In Canada we are offering rental pricing for additional product categories. These categories include: Refuse Collection vehicles, Sewer Inspection equipment, Municipal Multipurpose Tractors, Class 4-6 pickups and full-size Dump Trucks.</p> <p>Our products are late model and incorporate the latest in operator ergonomics and safety features.</p> <p>We have included product brochures as attachments in this proposal.</p> |
| 74        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>Subcategories for our products include but are not limited to the following:</p> <p>Vactor:<br/> Sewer Cleaner<br/> Catch Basin Cleaner<br/> Combination unit<br/> Sewer Jetter<br/> Flusher Truck Vacuum Truck</p> <p>Truvac:<br/> Hydro-Excavator<br/> Vacuum-Excavator<br/> Air-Excavator<br/> Pneumatic-Excavator<br/> Safe-Dig Truck<br/> Vac•Ex</p> <p>Elgin:<br/> Street Sweeper<br/> Parking Lot Sweeper<br/> Road Sweeper<br/> Vacuum Sweeper<br/> Mechanical Sweeper<br/> Runway Sweeper<br/> Waterless Sweeper</p> <p>Trackless:<br/> Multi-purpose municipal tractor<br/> 4x4 sidewalk clearing tractor<br/> Compact airport snow/mow tractor<br/> Sidewalk/parks sweeper</p> <p>Switch-N-Go<br/> Multi-purpose body systems<br/> Roll-off<br/> Pick-up truck sander &amp; salt spreader</p>   |

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

Sourcewell is seeking proposals for Rental Equipment, Products, and Related Services. Awards under this solicitation will be made in three (3) separate categories. No proposer should select more than one category to respond to due to the RFP being structured such that Category 1 enables a supplier to respond with a single response that includes solutions from both categories 2 and 3. Whereas, those with only solutions in Category 2 or 3, should respond to the corresponding category whose scope includes those solutions (e.g., either category 2 or 3).

Proposers submitting a proposal in Category 1 must have at least one solution from each of categories 2 and 3. For example, if a Proposer offers at least one solution from Construction and General Rental Solutions, in addition to offering at least one solution from Public Works and Utility Equipment, the Proposer should designate it is seeking an award in Category 1 only.

Proposers seeking an award in Category 2 must include at least one solution offered within the scope of Category 2 for Construction and General Rental Solutions and no solutions from Category 3 Public Works and Public Utility Equipment.

Similarly, proposers seeking an award in Category 3 for Public Works and Public Utility Equipment must include at least one solution offered within the scope of Category 3 for Public Works and Public Utility Equipment and no solutions from Category 2 Construction and General Rental Solutions.

| Line Item | Category Selection *                                |   |
|-----------|---|---|
| 75        | Category 3: Public Works & Public Utility Equipment | * |

**Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions**

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.

Proposers seeking an award in Category 1 or Category 2 must include at least one solution offered within the scope Construction and General Rental Solutions.. See RFP Section II. B. 1. for details.

We will not be submitting for Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

| Line Item | Category or Type                | Offered *   | Comments |
|-----------|---------------------------------|---|----------|
| 76        | Earth Moving Equipment          | <input type="radio"/> Yes<br><input type="radio"/> No |          |
| 77        | Aerial Equipment                | <input type="radio"/> Yes<br><input type="radio"/> No |          |
| 78        | Compaction Equipment            | <input type="radio"/> Yes<br><input type="radio"/> No |          |
| 79        | Industrial                      | <input type="radio"/> Yes<br><input type="radio"/> No |          |
| 80        | Roadway                         | <input type="radio"/> Yes<br><input type="radio"/> No |          |
| 81        | Concrete Equipment              | <input type="radio"/> Yes<br><input type="radio"/> No |          |
| 82        | Landscape Equipment             | <input type="radio"/> Yes<br><input type="radio"/> No |          |
| 83        | Trailers                        | <input type="radio"/> Yes<br><input type="radio"/> No |          |
| 84        | Lighting Equipment              | <input type="radio"/> Yes<br><input type="radio"/> No |          |
| 85        | Barricades                      | <input type="radio"/> Yes<br><input type="radio"/> No |          |
| 86        | Signs                           | <input type="radio"/> Yes<br><input type="radio"/> No |          |
| 87        | Batteries or Charging Equipment | <input type="radio"/> Yes<br><input type="radio"/> No |          |
| 88        | Generators                      | <input type="radio"/> Yes<br><input type="radio"/> No |          |
| 89        | Wash Stations                   | <input type="radio"/> Yes<br><input type="radio"/> No |          |
| 90        | Portable Restrooms              | <input type="radio"/> Yes<br><input type="radio"/> No |          |
| 91        | Temporary Shelters              | <input type="radio"/> Yes<br><input type="radio"/> No |          |
| 92        | Used Rental Equipment Sales     | <input type="radio"/> Yes<br><input type="radio"/> No |          |

**Table 16: Depth and Breadth - Public Works and Public Utility Equipment**

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.

Proposers seeking an award in Category 1 or Category 3 must include at least one solution offered within the scope of Public Works and Public Utility Equipment. See RFP Section II. B. 1. for details.

We will not be submitting for Table 16: Depth and Breadth - Public Works and Public Utility Equipment

| Line Item | Category or Type                        | Offered *  | Comments                           |
|-----------|---|--|------------------------------------|
| 93        | Sewer Vac & Hydro or Air Excavators     | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Vactor/Truovac/Westech Brands      |
| 94        | Street Maintenance & Cleaning Equipment | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Elgin/Trackless/Switch-N-Go brands |
| 95        | Bucket Trucks                           | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |                                    |
| 96        | Diggers                                 | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |                                    |
| 97        | Roll-Off Trucks                         | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Switch-N-Go/Galbreath Brands       |
| 98        | Refuse Trucks                           | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Labrie Refuse Brands               |
| 99        | Waste & Debris Handling Equipment       | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Labrie/Switch-N-Go/Crysteel Brands |

**Table 17: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 100. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

| Do you have exceptions or modifications to propose? | Acknowledgement *  |
|---|--|
|   | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |

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

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

- [Pricing](#) - Pricing.zip - Monday April 08, 2024 16:54:43
- [Financial Strength and Stability](#) - Financial Strength & Stability.zip - Monday April 08, 2024 18:45:20
- [Marketing Plan/Samples](#) - Marketing.zip - Monday April 08, 2024 16:58:18
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty.zip - Monday April 08, 2024 16:58:47
- [Standard Transaction Document Samples](#) - Contract Document Samples.zip - Monday April 08, 2024 16:59:48
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Additional Documents.zip - Monday April 08, 2024 19:14:37

## 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. - Melissa Harper, Sr. Manager, Rentals, Joe Johnson Equipment

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 |
|--|--|-------|
| <b>Addendum_4_Rental_Equipment_RFP 040924</b><br>Wed March 13 2024 04:42 PM    | <input checked="" type="checkbox"/>                                | 3     |
| <b>Addendum_3_Rental_Equipment_RFP 040924</b><br>Wed February 28 2024 09:59 AM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_Rental_Equipment_RFP 040924</b><br>Wed February 21 2024 03:00 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_Rental_Equipment_RFP 040924</b><br>Tue February 20 2024 04:03 PM | <input checked="" type="checkbox"/>                                | 1     |