

**CITY OF CHULA VISTA  
COOPERATIVE PURCHASING AGREEMENT  
WITH SWEEPING CORP OF AMERICA  
TO PROVIDE STREET SWEEPING SERVICES**

This Cooperative Purchasing Agreement (“Agreement”) is made and entered into between the City of Chula Vista (“City”) and Sweep America Intermediate Holdings, LLC; dba Sweeping Corp of America (“Contractor”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

**RECITALS**

WHEREAS, Sweeping Corp of America (SCA) was awarded a contract by Sourcewell following a competitive bid process (062421-SWP) to perform street sweeping services for improvement to public buildings and grounds, and all attachments and exhibits thereto, which are attached hereto as Exhibit A and incorporated herein by this reference (“Original Contract”); and

WHEREAS, Section 2.56.140 of the Chula Vista Municipal Code authorizes the City to contract for goods or services through a cooperative purchasing arrangement provided the goods or services were purchased through a competitive process that the Purchasing Agent determines to be consistent with good purchasing practices; and

WHEREAS, the City has a need for street sweeping services like those found in the Original Contract; and

WHEREAS, the City desires to enter into an agreement with Contractor through a cooperative purchasing arrangement on the terms and conditions set forth in the Original Contract and this Agreement; and

WHEREAS, the City’s Purchasing Agent has determined that the Sourcewell competitive process for the Original Contract to be consistent with good purchasing practices; and

WHEREAS, the Contractor warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Contractor to the City in accordance with the time frames and the terms and conditions of this Agreement.

**OBLIGATORY PROVISIONS**

NOW, THEREFORE, for and in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor hereby agree as follows:

1. Required Services

Contractor agrees to perform all services, and deliver to City all deliverables (if any), as described in Exhibit A (Original Contract) and further described below:

The Contractor shall in a manner consistent with the highest level of care and skill exercised by members of the profession clean all curbs, gutters, median curbs and painted islands, centerlines, road shoulders, turning lanes, alleys, cross gutters, intersection curb return areas and parking lots located in the City as designated in Exhibits D and E. Parking is not restricted for street sweeping purposes.

The Contractor shall sweep around any vehicle on City streets in a safe manner and missing as little curb and/or gutter as possible.

The streets and parking lots to be cleaned, and frequency of cleaning are listed in Exhibits D and E. The lengths represent the City's best measurement. Payment will be based on the quantities indicated with no adjustments except as provided herein. Contractor is responsible for verifying measurements and inspecting all conditions prior submitting their bid and starting work. The streets and parking lots to be cleaned are divided into the following categories:

- (1) Class A: (Residential) Streets to be swept once every two months.
- (2) Class B: (Business/Commercial) Streets to be swept once every two weeks.
- (3) Class C: (Commercial) Streets to be swept once every two weeks.
- (4) Class D: Center lines to be swept once every two months.
- (5) Class E: Center lines to be swept once every two months.
- (6) Class F: Non-curbed street to be swept once every two months.
- (7) Class G: Parking lots to be swept once every two months.
- (8) Class H: Other special sweeping requested by the City at the rate stipulated within the bid

The services and/or deliverables described in Original Contract and above shall be referred to herein as the "Required Services." Contractor agrees to perform the Required Services in strict accordance with Exhibit A (Original Contract) and Exhibit B (Required Services Provisions) which are attached hereto and incorporated herein by reference.

2. Term of the Agreement

The effective date of this Agreement is July 1, 2022 ("Effective Date") and it expires June 30, 2023. Notwithstanding the completion date above, the Agreement may be extended for a total of (2) additional one-year terms (July 1 – June 30). The City Manager or Director of Finance shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein.

3. Payment Terms

For performance of the Required Services by Contractor, City shall pay Contractor as provided in Exhibit C (Payment Terms), which is attached hereto and are incorporated herein by reference.

The reimbursement for productive hours spent or expenses incurred in the performance of this Agreement shall be made only upon acceptance by City of Contractor's invoice and supporting documentation.

If the City exercises an option to extend, the amounts specified in Exhibit C.1 may be increased by up to the lower of the annual San Diego Area Consumer Price Index (CPI-W) increase or 5% of the Contractor-quoted prices for each extension.

4. Insurance

Contractor must procure and maintain insurance in strict accordance with the Insurance Requirements identified in Exhibit F, which is attached hereto and are incorporated herein by reference.

5. Indemnity

Contractor must indemnify, defend, and hold harmless the Indemnified Parties (as defined in Exhibit G) as provided in Exhibit G, which is attached hereto and are incorporated herein by reference.

6. Authorized Representatives and Notices

The City hereby designates as its Authorized Representative:

Kalani Camacho, Public Works Superintendent  
Department of Public Works  
1800 Maxwell Road, Chula Vista, CA 91911

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or serviced if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, register or certified, with return receipt requested, at the address[es] identified in this Agreement.

Notices, demands or requests sent to City shall be submitted to:

Kalani Camacho, Public Works Superintendent  
Department of Public Works  
1800 Maxwell Road, Chula Vista, CA 91911

Notices, demands or requests sent to Contractor shall be submitted to:

Mike Siragusa, Vice President  
Sweeping Corp of America  
285 Pawnee, Suite A  
San Marcos, CA 92078

## 7. Remedies

7.1 *Termination for Cause.* If for any reason whatsoever Contractor shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor shall violate any of the other covenants, agreements or conditions of this Agreement (each a “Default”), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor. Such notice shall identify the Default and the Agreement termination date. If Contractor notifies City of its intent to cure such Default prior to City’s specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 7.a, Contractor shall immediately provide City any and all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement (“Work Product”) in connection with the performance of the Required Services work product prepared by Contractor as part of the Required Services. Such Work Product shall be City's sole and exclusive property. Contractor may be entitled to compensation for work satisfactorily performed prior to Contractor’s receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

7.2 *Termination or Suspension for Convenience of City.* City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Contractor shall immediately cease all work under the Agreement and promptly deliver all Work Product to City. Such Work Product shall be City's sole and exclusive property. Contractor shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City’s value under the Agreement.

7.3 *Waiver of Claims.* In the event City terminates the Agreement in accordance with the terms of this section, Contractor hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 7.

7.4 *Administrative Claims Requirements and Procedures.* No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City,

Contractor shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

8. Conflicts or Discrepancies

In the event of any inconsistencies, conflicts, or discrepancies between any of the terms or conditions of the Original Contract and this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1) This Agreement (excluding the incorporated Original Contract)
- 2) Original Contract

9. General Provisions

9.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

9.2 Assignment. City would not have entered into this Agreement but for Contractor's unique qualifications and traits. Contractor shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior, written consent, which City may grant, condition, or deny in its sole discretion.

9.3 Authority. The person(s) executing this Agreement for Contractor warrants and represents that they have the authority to execute same on behalf of Contractor and to bind Contractor to its obligations hereunder without any further action or direction from Contractor or any board, principle or officer thereof.

9.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

9.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are suspended.

9.6 Record Retention. During the course of this Agreement and for three (3) years following completion of the Services, Contractor agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of this Agreement, including accounting for costs and expenses charged to City, including such records in possession of sub-contractors.

9.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

9.8 Independent Contractor. Contractor is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents ("Contractor Related Individuals"), except as set forth in this Agreement. No Contractor Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor Related Individuals; instead, Contractor shall be solely responsible for the payment of same and shall hold City harmless with respect to same. Contractor shall not at any time or in any manner represent that it or any of its Contractor Related Individuals are employees or agents of City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

**SIGNATURE PAGE  
COOPERATIVE PURCHASING AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor agree that they have read and understood all terms and conditions of this Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

For: SWEEP AMERICA INTERMEDIATE HOLDINGS, LLC dba SWEEPING CORP OF AMERICA

For: CITY OF CHULA VISTA

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mike Siragusa, Vice President

By: \_\_\_\_\_  
Mary Casillas Salas, Mayor

ATTEST:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kerry K. Bigelow, MMC  
City Clerk

APPROVED AS TO FORM  
Glen R. Googins, City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBITS**

- A Original Contract, Contract No. 062421-SWP Sourcewell and Sweep America Intermediate Holdings, LLC / Sweeping Corp of America
- B Required Services Provisions
- C Payment Terms
- D Sweep Schedule
- E Parking Lots
- F Insurance Requirements
- G Indemnity Requirements
- H Contractor Conflict of Interest Designation

**EXHIBIT A: SOURCEWELL - SWEEP AMERICA CONTRACT****Solicitation Number: RFP #062421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sweep America Intermediate Holdings, LLC, 4141 Rockside Road, Suite 100, Seven Hills, OH 44131 (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 Facilities Maintenance 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.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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



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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

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

### **11. INDEMNITY AND HOLD HARMLESS**

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

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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



#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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

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

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

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

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

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



**22. CANCELLATION**

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

Sourcewell

Sweep America Intermediate Holdings, LLC

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
8/5/2021 | 6:48 AM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*M.J. DuBois*  
By: C65CBA257A53411...  
M.J. DuBois, President, DuCo, LLC  
Title: Authorized Contract Administrator  
8/4/2021 | 10:19 AM PDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
8/5/2021 | 6:57 AM CDT  
Date: \_\_\_\_\_

# RFP 062421 - Facilities Maintenance Services

---

## Vendor Details

Company Name: DuCo, LLC  
Address: 1079 Tamiami Trl N  
#350  
Nokomis, Florida 34275  
Contact: MJ DUBOIS  
Email: mjdubois@ducollc.com  
Phone: 410-924-1004  
Fax: 410-924-1004  
HST#: 81-1963530

## Submission Details

Created On: Thursday May 06, 2021 10:06:15  
Submitted On: Wednesday June 23, 2021 08:25:49  
Submitted By: MJ DUBOIS  
Email: mjdubois@ducollc.com  
Transaction #: 283ad96f-1d25-45df-bb9f-63468354624b  
Submitter's IP Address: 47.201.57.209

---

**Specifications****Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Sweep America Intermediate Holdings, LLC EIN: 62-1348993
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	All subsidiary entities are organized under Sweep American Intermediate Holdings, LLC. SCA Equipment LLC SaniTech Jet Vac Services LLC SCA of OH, LLC SCA Acquisitions, Inc. SCA of Georgia LLC SCA of SC, LLC Hy-Tech Property Services LLC Sweeping Corporation of America Inc. SCA Reilly Sweeping Inc. USA Services of Florida LLC Sweep A Lot Inc. SCA of IN LLC SCA of MI LLC SCA of CA LLC Sweeping South Inc. Accusweep Servies Inc. Clean Sweep Inc. Total Asphalt Services LLC U.S. Sweeping Inc. Envirosweep LLC Envirosweep Specialty Services LLC SCA of MO LLC Morrisville Sweeping Inc. SCA Reilly Sweeping Inc. (PA) SCA Reilly Sweeping Inc. (MD) Reilly Sweeping Inc. (OH) Superior Sweeping Service Inc. C&J Parking Lot Services Inc. Buckeye Sweeping, Inc. Andrews Street Sweeping LLC Contractors and Municipal Sweeping Services, Inc. Cleanstreet LLC Miller Pacific Enterprises Inc. Jonset Corporation Cannon Pacific Services Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	SCA Sweeping Corporation of America - see attached certificate - OH
4	Proposer Physical Address:	4141 Rockside Road Ste 100 Seven Hills, OH 44131
5	Proposer website address (or addresses):	www.sweepingcorp.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC. 1079 Tamiami Trl N #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducollc.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC. 1079 Tamiami Trl N #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducollc.com
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Siragusa, Vice President 4141 Rockside Rd STE 100 Seven Hills OH, 44131 MSiragusa@sweepingcorp.com 469-265-1373

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p><b>HISTORY &amp; HERITAGE</b> Sweep America Intermediate Holdings, LLC, doing business as SCA Sweeping Corporation of America (SCA), is the largest self-performing power sweeping services provider in the United States. With an emphasis on quality service and customer focus, they quickly became the nation's elite North America Power Sweeping Association (NAPSA) certified sweeping contractor. Although SCA was formed in 2017, their sweeping heritage began in 1960 with the founding of Contract Sweeping &amp; Equipment in Columbus, Ohio.</p> <p>SCA can offer their customers a superior experience in sweeping services as well as an all-encompassing NPDES (National Pollutant Discharge Elimination System) storm-water plan with their sweeping and sewer JetVac solutions and best in class vehicles. Their reliable services have been trusted by municipalities, State Departments of Transportation, construction contractors and commercial, parking, and industrial properties throughout the mid-western, eastern and southern United States.</p> <p>Since February of 2017, SCA has completed 25 strategic acquisitions and look forward to continuing to identify inorganic growth opportunities in markets across the US. As of May 2021, SCA has 50 operating locations.</p> <p><b>MISSION STATEMENT</b> To be the premier power sweeping services company in North America by providing safe, reliable and economical solutions to our customers while adhering to our core values.</p> <p><b>CORE VALUES:</b></p> <p><b>SAFETY:</b> Our employees are empowered and responsible for the complete safety of themselves, our customers and the areas where we operate.</p> <p><b>SERVICE:</b> We uphold an unwavering commitment in providing our valued customers the highest level of respectful, efficient and reliable service.</p> <p><b>INTEGRITY:</b> Do the right thing, at the right time for the right reason. We keep our promises to our stakeholders - our customers, our communities and each other.</p> <p><b>GROWTH:</b> We promote a collaborative work environment where our employees can make a difference and realize their full potential. Together the SCA team will drive our continued growth and success.</p> <p><b>OUR SAFE and HIGHLY QUALIFIED DRIVERS:</b> To ensure the highest quality service, SCA is a drug free workplace. All SCA operational personnel must meet the following guidelines/requirements:</p> <ul style="list-style-type: none"> <li>• Possess a current commercial driver's license and valid DOT medical card.</li> <li>• Pass a pre-hire drug screen, background check and physical.</li> <li>• Participate in random drug &amp; alcohol screening</li> <li>• Allow annual review of their Motor Vehicle Record</li> <li>• Always wear an ANSI class three (3) safety vest</li> <li>• Participate in monthly safety meetings.</li> <li>• If an employee accumulates more than 6 points on their MVR in a 3-year period they are subject to immediate dismissal</li> </ul> <p>Extensive job specific training is provided via equipment manufacturer's video, insurance videos, and hands-on training. A supervisor will ride with each new employee until they are proficient in the safety, maintenance, and operation of a street sweeper. SCA drivers are always required to adhere to traffic laws and are aware that offenses such as sweeping against the flow of traffic will result in disciplinary action up to immediate dismissal. All of their maintenance staff are factory trained and undergo additional training annually. Uniformed SCA personnel operate clearly identified sweepers which include the SCA company logo, phone number, operational location and US DOT number.</p>
10	What are your company's expectations in the event of an award?	SCA hopes to build on their present customer base by adding the ability to utilize an awarded Sourcewell Contract. An awarded contract will allow SCA to continue their company's growth, provide Sourcewell Members with impeccable service, allow Sourcewell members nationally discounted prices and open opportunities to SCA in the educational and non-profit markets.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sweep America Intermediate Holdings, LLC (SCA) is a sound and stable company. Please see attached Certificates of Good Standing, Bonding Qualification, and Bank Letter. The Duns number for this entity is 08-095-4905  SCA has many more Certificates of Good Standing and will be happy to provide any Member with this information.
12	What is your US market share for the solutions that you are proposing?	Today, SCA is ten times larger than that of their closest competitor. It is hard to establish a market share for their services as it is a highly fragmented market with over 1,000 local companies across the United States. Many municipalities self-perform which makes market share tough to calculate. SCA is the only truly scaled sweeping self-performing sweeping services provider and their scale enables them to bring a higher level of sophistication creating numerous advantages relative to their competitors.
13	What is your Canadian market share for the solutions that you are proposing?	Today, SCA has no operations in Canada. SCA has an interest in expanding first into the Ontario area. If there becomes more interest among the Canadian Members, SCA will examine the opportunity to expand into other Canadian territories as well.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	SCA nor its parent company has ever filed for bankruptcy.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SCA is best described as a service provider with 50 locations across the United States. SCA employs a staff of over 1200 full-time team members that will be proving sales support and performing all services related to any awarded Sourcewell contract.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Sweeping Corporation of America and/or listed subsidiaries holds many Contractors Licenses in the following states (not limited to these states): AL, MS, LA, TN, MS, VA, TN, MO, LA,  SCA or listed subsidiaries holds business licenses or business registrations in the following states (not limited to these states) VA, DE, NJ, PA, CA, IN, MO, OH, WV, SC, AL, GA, MS, AL, TN, KY, OK, MD, NC, RI, TX, FL  SCA holds a Florida Department of Health Operating Permit  If a member requires a specific license to do business, SCA is able to obtain that license.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither SCA nor any subsidiaries have ever been suspended or disbarred during the last ten years.

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>SCA has been consistently recognized by various third-party organizations across our footprint at the local, regional, and national level. They have included a few awards below. Although they appreciate the recognition, they feel as though the best measure of success is renewal and referral business from their current customers.</p> <p>Sweeping Company of the year by Pavement Maintenance and Reconstruction magazine in 2019</p> <p>WSA Sweeper of the Year in 2017</p> <p>East Tennessee Clean Fuel Fleet Award in 2019.</p> <p>NAPSA Certified Sweeping Company</p> <p>In addition to the above awards, SCA is also a proud member of the following trade and industry groups that have high standards for their members, especially the National American Power Sweeping Association which certifies companies for their service levels.</p> <p>60 Years of Sweeping Heritage                      National American Power Sweeping Association                      American Public Works Association                      Property Management Association                      National Association of Sewer Service Companies                      American Road and Transportation Builders Association</p>
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 37-40% of SCA's total sales are to DOT, County and Municipal customers for the last 3 years.
20	What percentage of your sales are to the education sector in the past three years	Less than 1% of SCA sales have been to non-profit and schools during that same time period.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>SCA does not hold any cooperative purchasing contracts.</p> <p>In the last year, SCA received over \$24 million in revenue with 13 state agencies covered by 67 contracts with the following states: AL, CA, FL, GA, LA, MD, MS, NC, PA, SC, TN, TX AND VA</p> <p>In the last year, SCA received over \$15 million of contracted revenue with over 325 local municipalities and counties across 18 states: AL, CA, DE, FL, GA, IN, LA, M, MI, MS, NC, NJ, OH, PA, SC, TN, TX AND VA.</p> <p>The prior two annual periods are comparable to the 2020 annual municipal sales volumes.</p>
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	SCA does not hold any GSA or Standing Offer Arrangements.

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
City of Groveport, OH	Walter Wagner See attached Letter	614-830-3910 ex 1402
City of Pharr, TX	Ignacio Amezcua See attached Letter	956-402-4231 ex 1199
Township of Fall, PA	Joseph Amao See attached Letter	215-949-9000 ex 281
Town of Brookwood, AL	Joe Barger See attached Letter	205-556-1300

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

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Georgia DOT	Government	Georgia - GA	Sweeping and Jet/Vac Services	\$2,817,000 to \$7,744,000 annually	\$13,054,669
Alabama DOT - Birmingham	Government	Alabama - AL	Sweeping Services	\$588,000 to \$1,764,000 annually	\$4,020,177
City of Memphis	Government	Tennessee - TN	Jet/Vacuum Services	\$492,906 to \$1,802,000 annually	\$3,940,819
Florida DOT - District 5 - Brevard	Government	Florida - FL	Sweeping Services	\$399,600 to \$1,132,000 annually	\$2,143,426
Florida DOT - District 5 - Orange	Government	Florida - FL	Sweeping Services	\$284,218 to \$874,824 annually	\$2,009,835

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

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

Line Item	Question	Response *
25	Sales force.	SCA has a fully-staffed sales force. There are 14 Regional Sales managers that provide coverage across all 50 locations in the United States. Those Regional Sales Managers provide support for all of SCA's lines of business. All Regional Sales Managers report to a Government Bid and Contract's Manager who reports directly to a Vice President of Sales.
26	Dealer network or other distribution methods.	There is no dealer network. There are 50 SCA locations. See attached for Map of locations and list of cities/states
27	Service force.	SCA employs over 1200 full-time team members throughout their 50 locations. SCA owns all of the equipment to be used in performing facilities maintenance services for Sourcewell Members.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>SCA's proprietary VSS technology allows customers to log into a custom cloud-based portal to visually see real-time and historical sweeping cycle data. This information can be easily exported for billing verification and reporting showing the customer's parking lots, streets and highways are being swept as they expect.</p> <p>SCA guarantees service satisfaction. If SCA does not complete the scope of work to the customer's satisfaction, they will redo the area in question. The response time is usually the same day and well within 12 hours. The service time will be completed within 48 hours.</p> <p>SCA provides GPS reports on completed sweeping cycles pursuant to the attached customer service flyer.</p> <p>Each SCA site will have a Regional Sales Manager and a Project Manager contact for each job. These contacts will be listed on the Sourcewell Quote that is presented to the Member.</p>
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>SCA is in business to self-perform facilities maintenance services, parking lot sweeping, street sweeping, Jet/Vacuuming, closed circuit TV pipe inspection and porter services. SCA is aggressively pursuing new business growth opportunities within North America, and a contract with Sourcewell supports their overall corporate strategy.</p> <p>SCA is continually expanding their network of locations and is willing to provide services in the areas of their current locations. SCA is also willing to provide services nationally beyond their current locations.</p> <p>See the attached Advertising in the Municipal Magazine recently published.</p>
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>SCA does not have any operations currently in Canada. SCA is continually expanding their network of locations and is willing to provide services in Canada where able.</p> <p>SCA is open to expanding into Canada.</p>
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SCA will cover all of the United States. SCA will cover parts of Canada, specifically in the Ontario area.
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no participating entity sectors that SCA will not cover fully.
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SCA will participate with Hawaii, Alaska and other US Territories. There will be fees for equipment mobilization where there is no local presence. The fees will be to cover costs of equipment transportation. This will not be a profit center for SCA. All applicable charges will be discussed in the quote process prior to any Member issuing a Purchase Order.

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>SCA has an integrated marketing strategy that utilizes both traditional and non-traditional marketing channels to drive leads and convert prospects. The majority of their marketing efforts are digitally focused and utilize the following primary strategies to identify new prospects, leads, and opportunities.</p> <p>See attached examples of electronic marketing flyers.</p> <ol style="list-style-type: none"> <li>1. Search Engine Optimization (SEO)</li> <li>2. Search Engine Marketing (SEM)</li> <li>3. Customer Segmentation Analysis for Targeting</li> <li>4. Sales Playbook, Sales Manual and Sales Pitch deck developed and utilized by SCA's sales team.</li> <li>5. B2B direct marketing strategies (Integrated)</li> </ol> <p>In addition to the above strategies, SCA also utilizes direct sales strategies working with our 14 Regional Sales Managers (RSMs) located across the footprint as well as their Site and General Managers that are our customer's primary contact for any work to be completed.</p> <p>SCA will train all of their sales staff with the assistance of MJ DuBois, Contract Administrator, and make use of Sourcewell's available employees, extensive collection of vendor support materials. This training will be accomplished both by group sales meetings and one-on-one virtual meetings. MJ DuBois has been training in the marketing and sales of Sourcewell Contracts for over ten years with an abundance of success.</p> <p>SCA will take an aggressive approach to marketing Sourcewell. SCA will include Sourcewell Logos in their service brochures and on their website. SCA will want their customers to immediately know that they have a Sourcewell Contract available for their utilization whether they are a member or want to become a member. In order to further ensure that SCA is fully marketing the value of Sourcewell, SCA will encourage their sales staff to attend regional Sourcewell training sessions as well as utilize their assigned Sourcewell Vendor Development Manager to assist in answering questions for Members interested in learning more about the value of the Sourcewell procurement process.</p> <p>See attached ads recently published in Municipal Magazine.</p>
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>SCA has invested heavily over the last 6+ months in marketing technology and resources. Below is a short list of some of the tools SCA utilizes to track performance of all of their marketing efforts.</p> <ol style="list-style-type: none"> <li>1. Sisense – Periscope - A data visualization tool that allows us to build a dashboard to better analyze all the digital marketing metrics from our ad campaigns.</li> <li>2. Salesforce - A customer relationship management (CRM) tool to optimize the sales and reporting processes.</li> <li>3. Asana - A project management tool SCA uses as a team to ensure they are not forgetting about any specific tasks related to the 30+ projects they are working on at any time.</li> <li>4. Trello - An online, list-making tool that allows for team collaboration and task tracking</li> <li>5. FlipHTML5 - An online flipbook tool that allows SCA to convert PDFs to embedded HTML documents with interactivity and full engagement tracking</li> <li>6. Visme - An online design tool that allows SCA to internally develop all different types of marketing communications. From info-graphics to social media promotions to full advertisements.</li> </ol> <p>SCA has made significant investments in third-party consulting firms in 2021 that are experts in digital marketing.</p> <p>Voglio – Digital Marketing &amp; Advertising  Perception Builder – Website Optimization  Scaling Innovations – Customer Segmentation Analysis  Aggregate Insights – Sales Strategy Planning and Implementation</p> <p>Recent results of SCA strategies include:  SCA has seen a 39% increase in Google 1st position rankings from January to April 2021.  From January 1 – Feb. 28 vs. March 1 – April 30, web leads have increased by 54%.  SCA's current Return on Ad Spend (ROAS) is 16:1. For every \$1 of advertising they are spending, they are generating \$16 of net new revenue. (Anything greater than 4:1 is considered successful.)  SCA's revenue per lead is 1,694% greater than their cost per lead.</p>
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell knows how to promote their contracts! SCA believes that Sourcewell's marketing model works and that is demonstrated by the growth in Sourcewell sales. The basis of SCA's longevity is service-rated and Sourcewell is well aware of this concept.</p> <p>SCA is firmly committed to the Sourcewell contract buying concept and is in agreement that it is the way of the future. SCA will create sessions at their National Sales Meetings dedicated solely to Sourcewell sales education and training. These sessions will include how to properly sell, using any contract award, question and answer periods, and testimonials about SCA success stories with the contract.</p>
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>SCA's services will not be available through an e-procurement order process as each customer site is different and will need to be viewed by a Regional Sales Manager prior to quoting.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>SCA will not provide training as a part of the scope of this contract. SCA will provide services; no equipment is to be used by the Member.</p>

39	Describe any technological advances that your proposed products or services offer.	<p><b>VERIFIED SWEEPING SERVICE®</b></p> <p>SCA is the only sweeping company to offer the proprietary Verified Sweeping Service® (VSS). Their proven state-of-the-art VSS portal allows their customers to confirm that specific Geo-fenced areas (contracted segment of parking lots/roads/highways) have been swept, minimizing the use of a human inspector, saving on costs. Sourcewell entities will have visibility into our active contract and will be able to view agreed to Geo-fence boundaries, service parameters (max speed, min broom time, etc.) and a history of work-order completions. Our VSS portal is also available in desktop and mobile devices to allow for convenient access at any time to view predetermined performance metrics, real-time execution progress, and historical perspectives of SCA's services</p> <p>All equipment used by SCA in the course of completing Member's Job Orders comply with the latest EPA emission standards.</p> <p>SCA's new equipment purchases consist of the following types of equipment that far exceed industry standard and are considered far superior due to their technological advances:</p> <p><b>M6 AVALANCHE (MECHANICAL SWEEPER)</b> 5-Yard Mechanical Sweeper</p> <p>The Schwarze M6 Avalanche™ is earning its reputation as the premier heavy duty mechanical broom sweeper in the American marketplace.</p> <p>The versatile Schwarze M6 Avalanche sweepers offer many of the design innovations that have become the Schwarze® hallmark. The Schwarze® Easy Change Conveyor System makes it a breeze to repair or replace a conveyor. Or go from a squeegee type to a belt type conveyor on the same machine. The free float, impact resistant, drag shoes take lateral impact from milling cuts, manhole covers and curbs and flexes back into place.</p> <p><b>Elgin - Broom Bear (MECHANICAL SWEEPER)</b></p> <p>Rugged and made to last, the Elgin® Broom Bear® four-wheel mechanical (broom) sweeper is the most efficient on the market. Mounted on a commercially available conventional or cab-over chassis with fully dualized controls (single-steer optional) and an intelligent single-engine design that utilizes the chassis engine to power the sweeper. The Elgin Broom Bear features a large hopper and water tank, which means more productive sweeping time. Single-engine design keeps maintenance or the need for replacement sweeper parts to a minimum. A variable dumping height and 11" (279 mm) of hopper side-shift ensures easy dumping. This sweeper is available with your choice of squeegee or no-jam belt conveyor systems, depending on the application requirements. The short wheelbase, large brooms, and dual mode air suspension system make the Elgin Broom Bear ideal for sweeping in both congested urban areas and far away rural locations. The Elgin Broom Bear is available as an optional alternative fuel sweeper including compressed natural gas (CNG).</p> <p><b>Nitehawk Sweepers - Osprey II – Regenerative Air Sweeper for Low Profile Applications (Parking Decks/Garages)</b></p> <p>The next generation Osprey II is engineered to perform in the most diverse operating environments. Built on a low profile conventional chassis, this sweeper can excel in any location. 35 years of inspired design and field testing have culminated in the best-in-class sweeping performance of the Osprey II. The advanced hydraulic system has the power to sweep anything you throw in front of it. Reliable quiet operation lets you clean where no other sweeper can. Powerful, silent and efficient. There is simply nothing else like it.</p> <ul style="list-style-type: none"> <li>• Advanced Hydraulics –Generate power and reliability where you need it most</li> <li>• "Stealth Sweeping" System – Single engine hydraulic design delivers the quietest performance of any sweeper</li> <li>• 5 year warranty – longest warranty of any sweeper manufacturer</li> <li>• Lowest Cost of Operation – No auxiliary engine delivers performance with efficiency</li> <li>• Customized Application – Passenger side brooms, specialized cameras, custom paint - we can build your perfect unit</li> <li>• Innovative Controls – User friendly controls customized for operators</li> <li>• Longevity – NiteHawk has been producing sweepers for over 45 years.</li> <li>• Support – full service dealerships and factory support throughout the US.</li> <li>• Driver Friendly – Simple operation, training and No CDL requirement.</li> </ul> <p><b>Sewer Equipment Co. of America</b></p> <p><b>MODEL 900 ECO COMBINATION SEWER CLEANER</b></p> <p>Sewer Equipment Co. of America introduces the Model 900 ECO Combination Sewer Cleaner truck. The 900 ECO utilizes proven technologies to deliver a machine with a simplicity that is unequaled in the combo jet vac truck industry. The Model 900 ECO operating platform offers the best in class fuel efficiency and noise reduction for operator safety.</p> <p>It all starts with our patented "Hydro Drive" powertrain system. The Hydro Drive powers the pump and blower in addition to the auxiliary hydraulic systems. When you are ready to work, simply put the truck in neutral and apply the parking brake and exit the cab while the combo truck remains in neutral and power is taken directly from the chassis engine, assuring operator safety during operation, as there is no transfer case to slip into gear.</p> <p>The simplicity at the operator's station begins with the flip of one switch: Work Mode. The operator can utilize the remaining three switches (water pump, blower, and throttle) to go to work with ease. What's more, there are no special sequences required, that's it! Additionally, simplicity continues with the use of 12-volt electrical switches, relays, and solenoids throughout the truck, making it easy for mechanics to run diagnostics and maintain the equipment. Moreover, no special laptops or software programs required; all you need is a simple test light and a hydraulic pressure gauge.</p> <p><b>CUES – Sewer and Pipeline Inspection Systems</b></p> <p><b>CUES PRE-BUILT MAINLINE AND LATERAL INSPECTION VEHICLES</b></p> <p>CUES TV/LAMP (mainline and lateral probe) inspection vehicles to help locate electric lines, water lines, gas lines, sewer lines, and other pipes in the path of boring machines to avoid penetrating or damaging the pipes. Prior to the initiation of horizontal boring, use the CUES TV/LAMP truck system to perform pan and tilt inspections of the mainline sewer pipe while viewing and locating lateral services. CUESTV LAMP vehicles can include a variety of inspection equipment based on your specific needs. Trucks include state of the art Evolution Interior III, featuring an ergonomic design to achieve ease of operation, safety, and convenient storage to produce the most efficient, rugged, and reliable system in today's market</p> <p><b>Safety Technology - Scorpion II® TMA Truck Mounted Attenuator</b></p> <p>After 17 years on the road, over 2,000 documented impacts, and thousands of lives saved across the globe, the Scorpion TMA's Patented design is the safest and most reliable Truck Mounted Attenuator available today!</p> <p>The Scorpion II TMA consists of strut and cartridge sections that are linked together on a support frame. This open cartridge design reduces wind resistance and increases fuel efficiency when deployed on the job site and when traveling at highway speeds. Each energy absorbing cushion has an Aluminum honeycomb core that is enclosed by aluminum powder coated box module that provides maximum durability and longevity. The Scorpion II is equipped with omnivolt LED brake, directional, signal and running lights to further enhance advanced warnings to drivers.</p> <p>When impacted, the Scorpion's modular design crushes in progressive stages, which reduces the impact forces on the vehicles occupants and results in lower repair costs and easy parts replacement. The curved side rails are made from corrosion resistant aluminum tubes and offer full width impact protection along the entire length of the Scorpion II by safely redirecting the impacting vehicle away from the deadly "coffin corners" at the rear of the truck. Unlike the Scorpion II, most other manufacturers Crash Attenuator models have little or no side-angle impact protection</p> <p>The Scorpion II TMA is the world's first Truck Mounted Attenuator eligible for MASH, TL-3 tested at 62.5 mph (100 kph); see FHWA Eligibility Letter CC-132 for details.</p>
----	--	---



40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As a certified Sweeping Company by the North American Power Sweeping Association, SCA has met all their criteria (partial list below).</p> <ul style="list-style-type: none"> <li>• Certified Members shall agree to comply with all local, state and federal regulations in regard to the proper disposal of sweeping debris.</li> <li>• Certified Members shall provide to customers proof of proper disposal methods upon request.</li> </ul> <p>A Commitment to Excellence  The definition of quality is conformance to requirements. NAPSA established the industry standards for properly and professional operation of a power sweeping business. Approved by the American National Standards Institute, the NAPSA/ANSI Power Sweeping Standard (PSS1000-2018) defines the procedures professional power sweeping companies endeavor to implement to provide quality services to their customers. By implementing and adhering to the Power Sweeping Standard, companies can reduce their legal exposure while increasing employee satisfaction and retention.  NAPSA's Power Sweeping Standard – 2018PPS1000</p> <p>All equipment used by SCA in the course of completing Member's Job Orders comply with the latest EPA emission standards.</p> <p>In addition, SCA works closely with our procurement partners to identify suppliers that are focused on sustainability and develop their products with this in mind. Below are highlights from one of our primary vehicle suppliers:</p> <p>Schwarze  The Schwarze machines that SCA utilizes are certified on the California South Coast Air Quality Management District Rule 1186 – Less-Polluting Sweepers. SCAQMD Rule 1186 requires local governments within the South Coast Air Quality Management District to procure certified street sweepers for new equipment purchases or new street sweeping contracts made after January 1, 2000 (there are no retrofit requirements under Rule 1186). Various SCAQMD regulations also require procurement of certified street sweepers to implement specific rule requirements. This list of equipment is updated periodically based on certifications test results and in response to new information. The SCAQMD Governing Board adopted Rule 1186 street sweeper testing and certification procedures in September of 1999. This standard that was set in Southern California is now nationally recognized as a standard when purchasing sweepers.</p>
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	SCA is a certified Sweeping Company by the North American Power Sweeping Association.
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>SCA is not a WMBE, SBE or veteran owned business.</p> <p>SCA will utilize a Small Woman Owned Business, DuCo, LLC to administer, track, and report any awarded Sourcewell Contract. SCA committed to hiring Veterans and Personal with Disabilities in our hiring practices.</p>

<p>43</p>	<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>SCA Competitive Advantages</p> <ol style="list-style-type: none"> <li>1) Largest sweeping company in the US, 50 locations, 20 states</li> <li>2) Scale - "Hometown hustle with national muscle", Extensive fleet of back up vehicles to maintain service</li> <li>3) Safe - Dedicated personnel for training and coaching, 44 different training programs, DriveCam™ by Lytx, Low reputational risk both professionally to the decision maker and to your organization</li> <li>4) Experts - In different sweeping technologies and services including: air, broom, and sewer cleaning</li> <li>5) People - Full HR function plus dedicated team of recruiters to maintain and grow staffing levels to support all sizes of contracts, Employer choice equals better quality, Training, benefits and advancement (it is not a job, it is a career)</li> <li>6) Efficient &amp; Economical - High value at low cost</li> <li>7) Dependable - We have a large fleet that continues to grow and the financial strength/capital to purchase more. SCA also has the newest fleet – which reduces down time</li> <li>8) Low Risk - Low reputational risk for the decision maker and organization, VSS – SCA's new proprietary Verified Sweeping Service® tool that shows real time sweeping cycle data, Transparency into our contracted activities</li> <li>9) Best Technology - Tablets in all trucks that integrate multiple performance tools, VSS® (Please see below), GPS, Maintenance-enabled tech</li> </ol> <p><b>SAFETY</b></p> <p>To enhance equipment visibility and the safety of the traveling public all SCA sweepers and follow trucks include the following: backup camera, a 360-degree rotating beacon on the front of the vehicle, LED marker and taillights, work lights, reflective tape, multiple strobe lights, and slow-moving vehicle signs. SCA Regenerative air sweepers are equipped with ICC bumpers to provide under ride protection and utilize a crash attenuator (alpha 1000 or equal) for all sweeping operations that occur between dusk and dawn. SCA's mechanical broom sweepers and follow trucks possess a "48 X 96" Class C LED arrow board on the rear of the machine. Additionally, SCA follow trucks include a 62 MPH truck mounted attenuator for use on higher speed roads. SCA meets or exceeds all MUTCD guidelines for traffic control &amp; safety.</p> <p>SCA operational personnel are furnished with all personal protective equipment such as first aid kit, gloves, safety glasses, dust masks, safety vests, flashlights, 10lb. fire extinguisher, etc. required for the performance of their duties. All company vehicles carry a copy of our Sweeper Equipment Fluid Release SOP and our Hazardous Material Spill Response Kits and Reporting SOP. These items are reviewed with operational personnel at each location on a regular basis.</p> <p>Safety is a priority for SCA managers and in an effort to enhance safety, their managers: perform quarterly vehicle inspections, hold formal monthly safety meetings, review driver accident procedures, review spill SOP, have daily safety talks with drivers, review work zone safety guidelines, require personnel to attend annual defensive driving courses, perform Pre/Post trip vehicle file audits, review driver safety rules, perform a quarterly road test with each driver, and perform random audits regarding traffic control. Periodically SCA's insurance company visits their operational facilities for safety inspections.</p> <p>SCA company policy states that if any operational personnel were involved in any type of accident or property damage the employee is to immediately notify their supervisor. SCA management would then contact the person involved to resolve the issue at no cost to the city and report the details to the appropriate city personnel. In the event SCA is involved in a vehicle accident the location supervisor and corporate safety manager will review and investigate the accident to minimize the chance of re-occurrence.</p> <p>SCA's highly trained professional operators, combined with SCA's reliable equipment, ensure they are prepared for any cleaning challenge. SCA guarantees they will exceed their customer's expectations!</p> <p><b>QUALITY ASSURANCE/QUALITY CONTROL</b></p> <p>SCA will task the Operations Supervisor or the designated representative member of Site Management to inspect the work performed and schedule any needed corrections within 48 hours. SCA's quality goal is to remove 95% of the debris considered normal day to day buildup and this plan will allow for the completion of the sweep cycle and allowing additional shifts to correct any audit deficiencies. Follow up sweeping resulting from an audit deficiency will be performed at no cost to Sourcewell entities. In the event of ongoing contract deficiencies SCA will submit a Corrective Action Plan to Sourcewell entities with targeted scope and date, time completion goals.</p> <p>SCA will furnish daily reports to SourceWell entities (by 10:00 AM) reflecting route (from to location specific), personnel, equipment, hours worked and dump tickets from debris disposal for the previous day. Sourcewell entities personnel will continue to have access to the SCA VSS® system installed in all SCA Sweeping and support equipment. This will allow geo-location tracking of all sweeping resources assigned to Sourcewell entities in real time. Tracking information available includes but is not limited to the following:</p> <ol style="list-style-type: none"> <li>a. Vehicle Identification</li> <li>b. Driver Identification</li> <li>c. Vehicle Systems Status (Water on/off, Broom on/off, Aux Engine on/off)</li> <li>d. Tracking Information (location, direction of travel, speed, stops)</li> <li>e. Route Playback (date/time from/to)</li> </ol> <p>We utilize sweepers meeting PM-10 criteria for control of particulate matter. SCA will utilize water for dust suppression. We will not utilize water at a temperature of 40 °F or less to avoid icing of the roadway. Sweeping will not occur during heavy rain or during periods of snow or ice.</p> <p><b>VERIFIED SWEEPING SERVICE®</b></p> <p>SCA is the only sweeping company to offer their proprietary Verified Sweeping Service® (VSS). This proven state-of-the-art VSS portal allows their customers to confirm that specific geo-fenced areas (contracted segment of roads/highways) have been swept, minimizing the use of a human inspector, saving on costs. Sourcewell entities will have visibility into their active contract and will be able to view agreed to geo-fence boundaries, service parameters (max speed, min broom time, etc.) and a history of work order completions. The VSS portal is also available in desktop and mobile devices to allow for convenient access at any time to view predetermined performance metrics, real-time execution progress, and historical perspectives of SCA's services.</p>
-----------	---	--

**Table 9: 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 *
44	Describe any performance standards or guarantees that apply to your services	<p>SCA will task the Operations Supervisor or the designated representative member of Site Management to inspect the work performed and schedule any needed corrections within 48 hours. SCA's quality goal is to remove 95% of the debris considered normal day to day buildup and this plan will allow for the completion of the sweep cycle and allowing additional shifts to correct any audit deficiencies. Follow up sweeping resulting from an audit deficiency will be performed at no cost to Sourcewell entities. In the event of ongoing contract deficiencies SCA will submit a Corrective Action Plan to Sourcewell entities with targeted scope and date, time completion goals.</p> <p>SCA will furnish daily reports to Sourcewell entities (by 10:00 AM) reflecting route (from to location specific), personnel, equipment, hours worked and dump tickets from debris disposal for the previous day. Sourcewell entities personnel will continue to have access to the SCA VSS® system installed in all SCA Sweeping and support equipment. This will allow geo-location tracking of all sweeping resources assigned to Sourcewell entities in real time. Tracking information available includes but is not limited to the following:</p> <ol style="list-style-type: none"> <li>Vehicle Identification</li> <li>Driver Identification</li> <li>Vehicle Systems Status (Water on/off, Broom on/off, Aux Engine on/off)</li> <li>Tracking Information (location, direction of travel, speed, stops)</li> <li>Route Playback (date/time from/to)</li> </ol> <p>We utilize sweepers meeting PM-10 criteria for control of particulate matter. SCA will utilize water for dust suppression. We will not utilize water at a temperature of 40 ° F or less to avoid icing of the roadway. Sweeping will not occur during heavy rain or during periods of snow or ice.</p> <p>SCA has the previously described VSS/GPS that they will show as proof that work was actually performed. Any customer can log into their own portal to see real time data. SCA will also guarantee that the customer is satisfied or they will re-do any work that the customer may not be happy with at no charge.</p> <p>For catch basin, pipe cleaning as well as CCTV work, SCA will clean and inspect the Member's pipe to the standards of the local municipality. For any service not performed pursuant to the local municipal standard, SCA will re-do the work at no additional charge.</p>
45	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>See above statements</p> <p>NAPSA (North American Power Sweeping Association) Certified (requirements below)</p> <p>Insurance:</p> <ul style="list-style-type: none"> <li>Members shall agree to carry reasonable levels of liability insurance and provide customers a copy of certificate of insurance upon request.</li> <li>Members shall agree to carry worker's compensation insurance on all employees and require that all subcontractors comply with such rules.</li> </ul> <p>Regulations:</p> <ul style="list-style-type: none"> <li>Members shall agree to comply with all local, state and federal regulations in regards to the proper disposal of sweeping debris.</li> <li>Members shall provide to customers proof of proper disposal methods upon request.</li> <li>Members shall collect and pay all appropriate taxes, including all payroll, sale and fuel taxes.</li> </ul> <p>Employees</p> <ul style="list-style-type: none"> <li>Member shall agree to provide training for all equipment.</li> <li>Member shall continuously strive to provide employees with a safe working conditions.</li> <li>Members shall follow all state and federal laws in regards to compensation.</li> </ul> <p>General:</p> <ul style="list-style-type: none"> <li>Members agree to conduct their business with honesty, integrity and project a professional image in all endeavors.</li> <li>Members agree to be truthful and non-deceptive in advertising.</li> <li>Members agree to all proposals shall be complete and accurate in describing services/products rendered.</li> </ul>

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

Line Item	Question	Response *
46	Describe your payment terms and accepted payment methods?	Net 30 days. Payments may be made by Check, ACH transfer and wire transfer.
47	Describe any leasing or financing options available for use by educational or governmental entities.	There are no financing or leasing options for services to be provided in the scope of this solicitation.
48	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The Sourcewell Member will contact an SCA Regional Sales Manager for an initial request for quote. The Regional Sales Manager will review the Member's requirements and, if necessary, will make a site visit to determine the estimated equipment and time involved for the project. The Regional Manager will contact SCA's HQ (Government Bid Manager) for tracking and estimation. The Government Bid Manager will then prepare a quote based on the Sourcewell Pricing, Terms and Conditions working with MJ DuBois. The Government Bid Manager will then send the Member the quote for review. The Member will then send a Purchase Order to SWEEPING CORPORATION OF AMERICA'S HQ for the project scheduling. SCA's Government Bid Manager will disperse the project to the correct location for fulfillment. The Government Bid Manager will forward any Purchase Order to MJ DuBois for proper Sourcewell Sales Reporting. The local Project Manager will complete the project and report back to HQ that the job is complete. Then SWEEPING CORPORATION OF AMERICAN will invoice the Member.
49	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.	See attached examples of SCA Parking Lot agreements and Other Service Agreements, these may or may not be utilized for Sourcewell Members.
50	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?	P-card is not accepted.

**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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
51	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	It is SCA's intent to offer a percentage discount from the published labor rates to the Sourcwell Members on all of the services being offered. SCA's discount will be based on a percentage off of the profit-making portion of this award.  SCA's intent is a simple percentage discount calculation. SCA will not discount costs of added items such as water, dump fees or equipment mobilization fees as these items are invoiced as a pass through (at cost) price to the Member.
52	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.	SCA is proposing a 3% discount from all their labor rates.
53	Describe any quantity or volume discounts or rebate programs that you offer.	There are no standard quantity or volume discounts as each service job is different.
54	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.	Related services labor rates will also be discounted at the same rate as the contract discount. Items invoiced which are considered "open market" will be invoiced at cost plus 20%.
55	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like inspection, installation, set up, mandatory training, licensing fees, or administrative charges. Identify any parties that impose such costs and their relationship to the Proposer.	SCA will charge for Water used in the providing of services pursuant to local water costs, if customer does not provide it.. SCA will charge for disposal fees if the customer elects to have them transport and dispose of debris collect at a pass through price (weight ticket substantiated).  Equipment mobilization and fuel may also be required based on customer location. SCA will quote these costs prior to any Member issuing a Purchase Order.  SCA is the only party that would charge any of these fees. No third-parties will be billing these fees to any Member.
56	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	If SCA locations are within the member service area, there will be no mobilization charges.  If the Member location is beyond the SCA regular service area, freight charges may apply. These charges will be disclosed at the quoting stage so each Member will be fully informed of freight charges prior to issuing a Purchase Order.
57	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Please see answer above. Any freight or mobilization fees are not profit making center for SCA. Costs will be at a pass through price.
58	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable for a service provider.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
59	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	SCA recognizes the value of the national volume this contract can offer and has discounted their prices accordingly.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
60	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell.	<p>Due to the unique nature of SCA's contract representation, SCA builds in an automatic audit process. DuCo, LLC, being the Contract Administrator and being involved in the Sourcwell quotation process, allows for this self-audit process. SCA will not have to rely on multiple report locations for an accurate accounting of sales. DuCo will have the ability to account for every sale at time of order. There will be no after-the-fact gathering of information required. DuCo will collaborate with the Government and Bid Contract's Manager on every quotation for the Sourcwell Member under the contract guidelines, terms and conditions. Every Sourcwell Member quotation delineates the Sourcwell Contract Number. When a Purchase Order is received, SCA will require the Purchase Order to reference the contract number. The Purchase Order will be copied to DuCo. This process makes it clear for all personnel to recognize that it is a Sourcwell Contract Sale. The sale, when received, is booked and accounted for on a Sourcwell sales spreadsheet. This makes the end of quarter reporting complete and on time.</p> <p>As a secondary check, when SCA receives a payment for a complete job, SCA will verify the contract used in the purchase. This ensures the correct accounting for the sale on a second level.</p>
61	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>SCA values the ability to service Sourcwell Members with their services. In order for SCA to ensure they are providing a product that Sourcwell Members want, SCA will be evaluating the sales, Quarterly and Annually, to ensure growth. SCA will respond accordingly to specific regional performance through sales training as well as participation in Sourcwell training classes.</p> <p>SCA is expected to increase their sales each year. SCA operates with an annual marketing plan to ensure that they maximize their outreach to potential customers, including Sourcwell Members in order to achieve their goal.</p>
62	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	SCA will pay a fee of 1% for services performed. The 1% will not be calculated on costs such as water used, mobilization if applicable, and dump fees which are pass through prices.

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

Line Item	Question	Response *
63	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>SCA will provide facility maintenance services such as:</p> <ul style="list-style-type: none"> <li>Porter Services</li> <li>Litter Pickup</li> <li>Power Washing</li> <li>Parking Lot Sweeping</li> <li>Street Sweeping</li> <li>Catch Basin Cleaning</li> <li>Pipe Cleaning</li> <li>TV pipe inspection</li> </ul> <p>See attached detailed examples of Scope of Work provided.</p>
64	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Street and highway sweeping services.</p> <ul style="list-style-type: none"> <li>Pipe Cleaning Services</li> <li>Catch Basin Cleaning</li> <li>Pipe Inspection Services</li> <li>Grease Trap Cleaning</li> </ul> <p>See attached examples of Scope of Work or Other Services</p>

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

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

Line Item	Category or Type	Offered *	Comments
65	Janitorial, custodial, housekeeping, cleaning, and sanitizing services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Porter Service, Litter Pickup, power washing, catch basin cleaning, TV pipe inspection, grease trap cleaning and storm/sewer/water pipe cleaning.
66	Landscaping, groundskeeping, lawn mowing, snow removal or snow plowing, and grounds maintenance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Landscaping, snow removal, grounds maintenance, catch basin cleaning, storm water retention system cleaning, parking lot sweeping, road sweeping, highway sweeping.
67	Maintenance, management, and operations of facilities, systems, components, and surfaced areas (horizontal and vertical facilities)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
68	Management, administration, labor, personnel, tools, equipment, supplies, and technology related to or incidental to offering solutions described in Line Numbers 65 - 67 in Table 14B	<input checked="" type="radio"/> Yes <input type="radio"/> No	Management of all of the above services. Including suggested maintenance schedules.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
69	Describe your staffing recruitment, selection, and retention capabilities for participating entities at various stages of facilities maintenance or management services outsourcing (initial implementation, provider transition, hybrid service model, etc.)	SCA takes a structured and standardized approach to recruiting, candidate selection and employee retention to ensure they have a ready flow of qualified, trained employees to perform at the highest levels for their customers. Their recruiters deploy a wide variety of in-person and automated techniques (community outreach, AI pre-screening programs, skill-based assessments to name a few) to continuously source applicants and fill their pipeline through the most challenging talent acquisition times. SCA maintains robust screening and on-boarding processes to ensure compliance with DOT and other regulations, while ensuring the candidate experience is a positive and interactive one. Once employed, SCA engages their employees in a wide variety of ways to continuously monitor job satisfaction, ensuring they identify and address any concerns early. SCA's goal is to continuously improve retention and satisfaction of their workforce through clear communications, promotional opportunities, and a well-rounded benefit and pay program.
70	Describe your process for development of participating entity statements of work, service levels, quality control plans, and performance standards (as applicable).	SCA has extensive experience working with municipalities and other entities in creating custom statements of work, service levels, quality control plans, and performance standards.  Our Regional Sales Managers will work with participating entities personnel to educate and discuss a thorough work scope and quality control plan to ensure expectations are being met for all facets of the project(s). A wide range of options will be discussed so entities will know all the available options to them and they will be able to pick a service level plan that is tailored to their needs based on their requirements.  From a quality control and performance perspective, SCA's proprietary VSS technology allows customers to log into a custom cloud-based portal to visually see real-time and historical sweeping cycle data. Information can be easily exported for billing verification and reporting showing streets and highways are being swept just as expected. Sweeping contracts can involve tens to hundreds to thousands of miles of roadways which can create challenges for inspectors to monitor and inspect. VSS solves this issue by providing real time and historical data such as location, miles swept, speed, and actual sweeping time.
71	Describe technology and software applications used for recordkeeping and reporting, and identify the ability to integrate with participating entity technology or software applications, as applicable.	<b>VERIFIED SWEEPING SERVICE®</b> SCA is the only sweeping company to offer the proprietary Verified Sweeping Service® (VSS). Their proven state-of-the-art VSS portal allows their customers to confirm that specific Geo-fenced areas (contracted segment of parking lots/roads/highways) have been swept, minimizing the use of a human inspector, saving on costs. Sourcewell entities will have visibility into our active contract and will be able to view agreed to Geo-fence boundaries, service parameters (max speed, min broom time, etc.) and a history of work-order completions. Our VSS portal is also available in desktop and mobile devices to allow for convenient access at any time to view predetermined performance metrics, real-time execution progress, and historical perspectives of SCA's services.  See attached information for more information.
72	Describe any procedures related to supplier-provided equipment, products, and supplies, and the ability to meet participating entity requirements (cost, inventory, sustainability, etc.).	SCA has preferred vendor status relationships with manufacturers such as Nitehawk (parking lot sweepers) and Schwarze Industries (street sweepers), where they get exceptional service and vehicle availability for any vehicle purchases. This allows SCA to increase their fleet size and mobilize equipment for a new contract faster than anyone else in the industry. SCA also has similar deals with Continental Tires for maintenance of their existing fleet. These relationships translate into lower costs for acquiring and maintaining equipment which allows for fleet expansion and sustainable coverage for Sourcewell members.
73	Describe any procedures related to participating entity-provided or supplier-acquired equipment, products, and supplies.	With the preferred supplier status relationships established, SCA receives priority when in need of new equipment, parts, and factory service. This allows SCA to increase their fleet size, keeps their equipment running and ready for superior response and service to their customers.  SCA belongs to two (2) group purchasing organizations, Coretrust Procurement Group (office supplies, shipping, etc.) and Procurement Analytics (industrial parts for inventory) to allow SCA to team up with other companies to get volume discounts.

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

**Line Item 74. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

**Documents**

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

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

- [Pricing](#) - SCA Services Pricing Sourcewell Pricing 6\_22\_2021.xlsx - Tuesday June 22, 2021 11:06:33
- [Financial Strength and Stability](#) - Table 1 and 2 Rep DBA Certs Bond Bank.zip - Tuesday June 15, 2021 13:10:27
- [Marketing Plan/Samples](#) - Table 4 and 5 Ads docs location csr svc testimonials (2).zip - Thursday June 17, 2021 11:14:13
- [WMBE/MBE/SBE or Related Certificates](#) (optional)
- [Performance Standards or Guarantee Information](#) - SCA Customer Service System VSS SLICK.pdf - Tuesday June 15, 2021 13:19:02
- [Standard Transaction Document Samples](#) - Std Transaction Docs.zip - Tuesday June 15, 2021 13:11:45
- [Upload Additional Document](#) - Table 14 Scope of Work.zip - Tuesday June 15, 2021 13:18:23

**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 Sourcwell 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 Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell 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 Sourcwell 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. - M.J. DuBois, Contract Administrator, Sweep America Intermediate Holdings LLC

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_3_Facilities Maintenance Services_RFP_062421</b> Thu June 17 2021 05:05 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Facilities Maintenance Services_RFP_062421</b> Wed June 9 2021 04:23 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Facilities Maintenance Services_RFP_062421</b> Wed June 2 2021 08:48 AM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1  
TO  
CONTRACT #062421-SWP**

THIS AMENDMENT is by and between **Sourcewell** and **Sweep America Intermediate Holdings, LLC** (Vendor).

Vendor was awarded a Sourcewell Contract for Facilities Maintenance Services effective August 5, 2021, through August 8, 2025, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance, Subsection A. Requirements, Item 5. Network Security and Privacy Liability Insurance of the Original Agreement is modified to reduce the minimum limits required to \$1,000,000 per occurrence and annual aggregate.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

**Sourcewell**

**Sweep America Intermediate Holdings, LLC**

DocuSigned by:  
By: Jeremy Schwartz  
Jeremy Schwartz  
C0FD2A139D06489...

DocuSigned by:  
By: Matthew Spencer  
Matthew Spencer  
4908DE0993504BF...

Title: Director of Operations & Procurement/CPO

Title: COO

Date: 1/13/2022 | 8:35 PM CST

Date: 1/13/2022 | 1:48 PM PST

**Sourcewell-APPROVED:**

DocuSigned by:  
By: Chad Coquette  
Chad Coquette  
7E42B8F817A64CC...

Title: Executive Director/CEO

Date: 1/14/2022 | 8:09 AM CST



## **EXHIBIT B REQUIRED SERVICES**

B.1 Required Services. Contractor agrees to perform the services as stated in the Original Contract and this Agreement, within the time frames set forth herein.

B.2 Reductions in Scope of Work. City may independently, or upon request from Contractor, reduce the Required Services to be performed by Contractor under this Agreement. Upon doing so, City and Contractor agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

B.3 Additional Services. Subject to compliance with the City's Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Contractor provide additional services related to the Required Services ("Additional Services"). If so, City and Contractor agree to meet and confer in good faith for the purpose of negotiating an amendment to the Agreement to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to the Agreement, "Additional Services" shall also become "Required Services" for the purposes of this Agreement.

B.4 Standard of Care. Contractor expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

B.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve Contractor of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its subcontractors.

B.6 Security of Performance. In the event that the Payment Terms in Exhibit C indicate the need for Contractor to provide additional security for performance of its duties under this Agreement, Contractor shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed in the this Agreement, or as otherwise prescribed by the City Attorney.

B.7 Compliance with Laws. In its performance of the Required Services, Contractor shall comply with any and all applicable federal, state, and local laws, including the Chula Vista Municipal Code.

**EXHIBIT C**  
**PAYMENT TERMS**  
**(Non-Prevailing Wage Rate)**

C.1. Time and Materials. For performance of the Required Services by Contractor as identified herein, City shall pay Contractor for the productive hours of time spent by Contractor in the performance of the Required Services, at the rates or amounts as indicated below:

Rate Schedule

Class A Streets to be swept once every two months, at the rate of \$29.40 per curb mile.

Class B Streets to be swept once every two weeks, at the rate of \$29.40 per curb mile.

Class C Streets to be swept once every two weeks, at the rate of \$29.40 per curb mile.

Class D Center islands and medians to be swept once every two months, at the rate of \$29.40 per curb mile.

Class E Center lines to be swept once every two months, at the rate of \$29.40 per pass mile.

Class F Non-curbed streets to be swept once every two months, at the rate of \$29.40 per curb mile.

Class G Parking lots to be swept once every two months, at the rate of \$0.0100 per square feet.

Class H Other special sweeping requested by the City at the following rates:

- Streets Weekdays: Hourly rate of \$120.00 per hour
- Street Weekends and Holidays: Hourly rate of \$120.00 per hour

C.2. Reimbursement of Costs

There are no reimbursable costs under this Agreement. The compensation identified herein includes all costs.

C.3. Additional Security. None

C.4. Prevailing Wages. No.

C.5. Maximum Contract Amount. The maximum amount to be paid to the Contractor for services performed during the Initial Term ending June 30, 2023 is \$350,000. If the City elects to exercise an option to extend the Agreement per Section 2, the maximum amounts to be paid to Contractor for services performed during each option term(s) shall be as follows: \$350,000 for Option Year 1 (July 1, 2023 – June 30, 2024) and \$350,000 for Option Year 2 (July 1, 2024 – June 30, 2025).

Amounts duly approved but encumbered during the Initial Term, or prior option term(s), may be carried over, in the City's sole discretion, to increase the maximum amount to be paid during Option Year 1 or Option Year 2.

Notwithstanding any of the above, the maximum amount to be paid to the Contractor for services performed through June 30, 2025 shall be \$1,250,000.

C.6. Permitted Subcontractors. None.

**EXHIBIT C**  
**PAYMENT TERMS**  
**(Prevailing Wage Rate)**

C.1. Time and Materials. For performance of the Required Services by Contractor as identified herein, City shall pay Contractor for the productive hours of time spent by Contractor in the performance of the Required Services, at the rates or amounts as indicated below:

Rate Schedule

Class A Streets to be swept once every two months, at the rate of \$49.86 per curb mile.

Class B Streets to be swept once every two weeks, at the rate of \$49.86 per curb mile.

Class C Streets to be swept once every two weeks, at the rate of \$49.86 per curb mile.

Class D Center islands and medians to be swept once every two months, at the rate of \$49.86 per curb mile.

Class E Center lines to be swept once every two months, at the rate of \$49.86 per pass mile.

Class F Non-curbed streets to be swept once every two months, at the rate of \$49.86 per curb mile.

Class G Parking lots to be swept once every two months, at the rate of \$0.0175 per square feet.

Class H Other special sweeping requested by the City at the following rates:

- Streets Weekdays: Hourly rate of \$232.80 per hour
- Street Weekends and Holidays: Hourly rate of \$257.05 per hour

C.2. Reimbursement of Costs

There are no reimbursable costs under this Agreement. The compensation identified herein includes all costs.

C.3. Additional Security. None

C.4. Prevailing Wages. Contractor acknowledges that this Agreement and the Required Services are subject to the provisions of the Labor Code relating to public works and prevailing wages and agrees to be bound by all the provisions thereof. In accordance with the provisions of section 1773 of the Labor Code, the City has ascertained that general prevailing wage scales may be applicable to certain work or services to be done under this Agreement. Contractor acknowledges and agrees that it is required to pay prevailing wages to persons employed by them in performing a covered work classification in accordance with Labor Code Section 1771 and 1774. The prevailing wage scales are those determined by the DIR and are available at the DIR's website. As applicable, Contractor acknowledges and agrees to comply with and be subject to Labor Code sections 1775 and 1776 including but not limited fulfilling its duty to keep accurate payrolls, make payroll records available, and inform the City of the location of such records. Contractor acknowledges and agrees that portions or all the work under this Agreement are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

C.5. Maximum Contract Amount. The maximum amount to be paid to the Contractor for services performed during the Initial Term ending June 30, 2023 is \$565,000. If the City elects to exercise an option to extend the Agreement per Section 2, the maximum amounts to be paid to Contractor for services performed during each option term(s) shall be as follows: \$565,000 for Option Year 1 (July 1, 2023 – June 30, 2024) and \$565,000 for Option Year 2 (July 1, 2024 – June 30, 2025).

Amounts duly approved but encumbered during the Initial Term, or prior option term(s), may be carried over, in City's sole discretion, to increase the maximum amount to be paid during a Option Year 1 or Option Year 2.

Notwithstanding any of the above, the maximum amount to be paid to the Contractor for services performed through June 30, 2025 shall be \$2,000,000.

C.6. Permitted Subcontractors. None.

**EXHIBIT D  
SWEEPING CALL BY SCHEDULE**

	<b>EXISTING LINEAR FEET</b>	<b>EXISTING CURB MILES</b>
<b>SWEEP CLASS A</b>		
TOTAL RESIDENTIAL STREETS SWEPT ONCE EVERY TWO MONTHS	3,480,643	662.06
<b>SWEEP CLASS B</b>		
TOTAL BUSINESS/COMMERCIAL STREETS SWEPT ONCE EVERY TWO WEEKS	639,461	121.11
<b>SWEEP CLASS C</b>		
TOTAL COMMERCIAL STREETS SWEPT ONCE EVERY TWO WEEKS	55,440	10.5
<b>SWEEP CLASS D</b>		
TOTAL CENTER ISLANDS AND MEDIANS SWEPT ONCE EVERY TWO MONTHS	393,730	75.47
<b>SWEEP CLASS E</b>		
TOTAL CENTER LINES SWEPT ONCE EVERY TWO MONTHS	242,352	49.5 PASS MILES
<b>SWEEP CLASS F</b>		
TOTAL NON-CURBED STREETS SWEPT ONCE EVERY TWO MONTHS	102,432	19.4
<b>TOTAL</b>	<b>4,275,236</b>	<b>934.44</b>
<b>SWEEP CLASS H</b>		
OTHER SPECIAL SWEEPING REQUESTED BY THE CITY AT THE RATE STIPULATED IN EXHIBIT C		

**EXHIBIT E  
CLASS G  
CITY OF CHULA VISTA PARKING LOTS  
SWEPT EVERY TWO MONTHS**

<b>PARKING LOTS</b>	<b>LOCATION</b>	<b>SQ.FT.</b>
Civic Center Library	365 F Street	59,864
Civic Center	276 Fourth Avenue	16,640
Discovery Park	700 Buena Vista Way	64,670
Eucalyptus Park	SW Corner of Fourth Avenue & C Street	69,710
Hilltop Park	780 Hilltop Drive	10,877
Horizon Park	970 East Palomar	7,800
Ken Lee Building	430 F Street	35,000
Public Parking Lot #2	245 Landis Avenue	25,520
Public Parking Lot #3	285-287 Landis Avenue	24,132
Lauderbach Park	333 Oxford Street	19,350
Loma Verde Park	1420 Loma Lane	88,468
Memorial Park/Parkway Gym	385 Park Way	20,913
Monteville Park	840 Duncan Ranch Road	148,252
Mountain Hawk Park	1475 Lake Crest Drive	23,042
Norman Park Center	270 F Street	13,200
Reinstra Park/Max Field	1500 Max Avenue	85,083
Rohr Park	4548 Sweetwater Road	205,404
Salt Creek Park	2710 Otay Lakes Road	119,064
SDG&E Park	1450 Hilltop Drive	11,329
South Chula Vista Library	1427 Fourth Avenue	82,780
Terra Nova Park	450 Hidden Vista Drive	15,370
Veterans Park	785 East Palomar Street	28,266
<b>TOTAL</b>		<b>1,174,734</b>

Additional parking lots shall be swept on an as-needed basis, to be paid at the per sq.ft. rate, in accordance with Exhibit C.

## **EXHIBIT F INSURANCE REQUIREMENTS**

F.1 Required Insurance. Contractor must procure and maintain, during the period performance of the Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance set forth below in C.13 (“Required Insurance”). The Required Insurance shall also comply with all other terms of this Exhibit.

F.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to approved by City in advance of the commencement of work.

F.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Worker’s Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

F.4 Subcontractors. Contractor must include all sub-contractors/service providers as insured under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-contractors/service providers must also comply with the terms of this Agreement.

F.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insured with respect to any policy of general liability, automobile, or pollution insurance specified as required below in C.13 or as may otherwise be specified by City’s Risk Manager. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor’s insurance using ISO CG 20 10 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

F.6 General Liability Coverage to be “Primary.” Contractor’s general liability coverage must be primary insurance as it pertains to City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor and in no way relieves Contractor from its responsibility to provide insurance.

F.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days’ prior written notice to City by certified mail, return receipt requested. Prior to the Effective Date of any such cancellation Contractor must procure and put into effect equivalent coverage(s).

F.8 Waiver of Subrogation. Contractor will provide a Waiver of Subrogation in favor of City for each Required Insurance policy under this Agreement. In addition, Contractor waives any right it may have or may obtain to subrogation for a claim against City.

F.9 Verification of Coverage. Prior to commencement of any work, Contractor shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor has obtained the Required Insurance in compliance with the terms of this Agreement. The words “will endeavor” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or any similar must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. City reserves the right to require, at any time, complete, certified copies or all required insurance policies, including endorsements evidencing the coverage required by these specifications.

F.10 Claims Made Policy Requirements. If General Liability, Pollution, and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

- a. The “Retro Date” must be shown and must be before the date of this Agreement or the beginning of the work required by this Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the Effective Date of this Agreement, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work required by this Agreement.
- d. A copy of the claims reporting requirements must be submitted to City for review.

F.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be constructed to limit Contractor’s obligations under this Agreement, including Indemnity.

F.12 Additional Coverage. To the extent that insurance coverage provided by Contractor maintains higher limits than the minimums appearing below in C.13, City requires and shall be entitled to coverage for higher limits maintained.



F.13 Insurance Requirements.

	<b>Type of Insurance</b>	<b>Minimum Amount</b>	<b>Form</b>
<input checked="" type="checkbox"/>	General Liability: Including products and complete operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit.  Additional Insured Endorsement or Blanket AI Endorsement for City*  Waive of Recovery Endorsement	Insurance Services Office Form CG 00 01  <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1 – Any Auto Code 8 – Hired Code 9 – Non-Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	
<input checked="" type="checkbox"/>	Professional Liability (Errors & Omissions)	\$1,000,000 each occurrence \$2,000,000 aggregate	

Other Negotiated Insurance Terms: NONE

## **EXHIBIT G INDEMNITY REQUIREMENTS**

G.1 General. To the maximum extent allowed by law, Contractor shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor, its employees, agents or officers, or any third party.

G.2 Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code Section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section D.1, above, shall be limited to the extent required by California Civil Code Section 2782.8.

G.3 Costs of Defense and Award. Included in Contractor's obligations under these Indemnity Provisions is Contractor's obligation to defend, at Contractor's own cost, expense and risk, any and all suits, action or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Indemnity Provisions, Contractor shall pay and satisfy any judgment, award or decrees that may be rendered against on or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

G.4 Contractor's Obligations Not Limited or Modified. Contractor's obligations under these Indemnity Provisions shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by Contractor. Furthermore, Contractor's obligations under this Indemnity Requirements shall in no way limit, modify or excuse any of Contractor's other obligations or duties under this Agreement.

G.5 Enforcement Costs. Contractor agrees to pay any and all costs City incurs in enforcing Contractor's obligations under these Indemnity Provisions.

G.6 Survival. Contractor's obligations under these Indemnity Provisions shall survive the termination of this Agreement.

**EXHIBIT H  
CONTRACTOR CONFLICT OF INTEREST DESIGNATION**

The Political Reform Act<sup>1</sup> and the Chula Vista Conflict of Interest Code<sup>2</sup> (“Code”) require designated state and local government officials, including some consultants, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, consultants designated to file the Form 700 are also required to comply with certain ethics training requirements.<sup>3</sup>

A. Contractor IS a corporation or limited liability company and is therefore EXCLUDED<sup>4</sup> from disclosure.

B. Contractor NOT a corporation or limited liability company and disclosure designation is as follows:

**APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES**

(Category descriptions available at [www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code](http://www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code).)

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>	Enter email address(es)	<input type="checkbox"/> <b>A. Full Disclosure</b> <input type="checkbox"/> <b>B. Limited Disclosure</b> ( <i>select one or more of the categories under which the Contractor shall file</i> ): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification:  <input type="checkbox"/> <b>C. Excluded from Disclosure</b>

**1. Required Filers**

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Consultant,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

**2. Required Filing Deadlines**

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

**3. Filing Designation**

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Contractor will provide. Notwithstanding this designation or anything

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4<sup>th</sup> 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).

in the Agreement, the Contractor is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 \*2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the consultant's requirement to comply with the disclosure requirements set forth in the Code.

***Completed by Kalani Camacho, Public Works Superintendent.***