D-26-14240

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 07/21/26 ☑ **Resolution** ☐ **Ordinance**

Contact/Prepared By: ______ **Date Prepared:** ______

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with Sweeping Corporation of America, LLC for street sweeping, sewer jetting and hydro-excavation for the Nashville Department of Transportation and Multimodal Infrastructure.

Submitted to Planning Commission? ☐ **N/A** ☐ **Yes-Date:** ______ **Proposal No:** ______

Proposing Department: ______ **Requested By:** ______

Affected Department(s): ______ **Affected Council District(s):** ______

Legislative Category (check one):

- ☐ Bonds
- ☐ Budget - Pay Plan
- ☐ Budget - 4%
- ☐ Capital Improvements
- ☐ Capital Outlay Notes
- ☐ Code Amendment
- ☐ Condemnation
- ☐ Contract Approval
- ☐ Donation
- ☐ Easement Abandonment
- ☐ Easement Accept/Acquisition
- ☐ Grant
- ☐ Grant Application
- ☐ Improvement Acc.
- ☐ Intergovernmental Agreement
- ☐ Lease
- ☐ Maps
- ☐ Master List A&E
- ☐ Settlement of Claims/Lawsuits
- ☐ Street/Highway Improvements
- ☐ Other: ______

FINANCE **Amount +/-: $** ______ **Match: $** ______

Funding Source:

Capital Improvement Budget
Capital Outlay Notes
Departmental/Agency Budget
Funds to Metro
General Obligation Bonds
Grant
Increased Revenue Sources
Judgments and Losses
Local Government Investment Project
Revenue Bonds
Self-Insured Liability
Solid Waste Reserve
Unappropriated Fund Balance
4% Fund
Other: ______

Approved by OMB: Daniel Harden
Approved by Finance/Accounts: ______
Approved by Div Grants Coordination: ______

Date to Finance Director's Office: 7/6/2026 | 3:40 PM CDT

APPROVED BY FINANCE DIRECTOR'S OFFICE: Jenneen Reed/mjw

ADMINISTRATION

Council District Member Sponsors: ______

Council Committee Chair Sponsors: ______

Approved by Administration: ______ **Date:** ______

DEPARTMENT OF LAW Date to Dept. of Law: ______ Approved by Department of Law: ______

Settlement Resolution/Memorandum Approved by: ______

Date to Council: ______ For Council Meeting: ______ ☐ E-mailed Clerk

☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy *Administration –Yellow Copy* *Finance Department - Pink Copy*

Resolution No. ______________

A resolution accepting the terms of a cooperative purchasing master agreement with Sweeping Corporation of America, LLC for street sweeping, sewer jetting and hydro-excavation for the Nashville Department of Transportation and Multimodal Infrastructure.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County ("Metro") to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between Sourcewell, a state of Minnesota local governmental agency, and Sweeping Corporation of America, LLC, a copy of which is attached hereto and incorporated herein; and,

WHEREAS, Metro's participation in this out-of-state master agreement is limited to a term that will not exceed sixty months; and,

WHEREAS, this master agreement was requested by the Nashville Department of Transportation and Multimodal Infrastructure but is available to all Metro departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between Sourcewell, a state of Minnesota local governmental agency, and Sweeping Corporation of America, LLC a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Michelle A. Hernandez Lane
____
Michelle A. Hernandez Lane
Purchasing Agent

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjw
____
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Kelli Woodward
____
Assistant Metropolitan Attorney

INTRODUCED BY:

____

____

____
Member(s) of Council

C2026111

Friday, June 19, 2026

DEPARTMENT of FINANCE
DIVISION OF PURCHASES
PURCHASING.NASHVILLE.GOV

Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email zak.kelley@nashville.gov.

Departmental Information

What is your name?	Kristin Kumrow
What is your department?	NDOT
What is your email address?	kristin.kumrow@nashville.gov
What is your phone number?	(615) 862-8707
In addition to your department, will other Metro departments be utilizing this cooperative?	Yes.
If other Metro departments will be utilizing this cooperative, list them here:	General Services
How much do you estimate spending on this cooperative contract?	$5,000,000

Cooperative Information

What is the cooperative entity?	Cooperative - Sourcewell.
What is the lead agency?	State of Minnesota
Who is the supplier?	Sweeping Corporation of America, LLC
Is the supplier registered in iSupplier?	Yes.
If yes, what is the supplier's ISN?	1706

What is the contract number? 111125

When did the contract start? Wednesday, April 15, 2026

When does the contract end? Saturday, April 6, 2030

What was the solicitation method for this contract? RFP - Request for Proposal.

What is the good/service that this cooperative will be utilized to purchase?

Street, roadway, parking lot and parking garage sweeping services.

Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?

Utilizing this cooperative contract will allow NDOT to continue the street, roadway, parking lot and garage sweeping services through Sweeping Corporation of America without interruption and save time in the procurement process. The vendor is able to provide pricing through this contract which will have minimal budget impact for the department.

Upload the original contract from the lead agency. Sweeping Corp. Contract 111125.pdf

Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080? No.

This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law. Yes.

I accept the terms of this contract without exception. Yes.

Upload the formal solicitation (RFP/ITB) from the lead agency. RFP and Addendums-Street Sweeping... .pdf

This solicitation was advertised, open, and unrestricted. Yes.

I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request. Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.

Yes

DEPARTMENT of FINANCE
DIVISION OF PURCHASES

PURCHASING.NASHVILLE.GOV

Cooperative Request Review

This cooperative request for **street sweeping, sewer jetting and hydro-excavation from Sweeping Corporation of America via Sourcewell contract #111125-SWEP** is recommended for approval.

The anticipated project value is **$5,000,000.00.** The estimated savings to Metro via this cooperative are **$165,071.00**

The cooperative was requested by **NDOT;** use will be available to all Metro entities.

Council approval of the master agreement **is** required.

Legal Justification

T.C.A. § 12-3-1205 & MCL 4.12.093 authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by **Sourcewell**; the lead agency is **Sourcewell**. **Sourcewell** is a public institution in **Minnesota** that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 9 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for services. This meets the standard as defined by the regulations.

Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**3% average off MSRP**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately $17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately $2,386.00. **A total savings (discount + staff time) of $165,071.00.**

Impact on Minority & Women Owned Businesses

Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Kristin Butler
6/22/2026

DEPARTMENT of FINANCE
DIVISION OF PURCHASES

PURCHASING.NASHVILLE.GOV

Cooperative Request Signature Form

Co-Op Request Number	C2026111
Date Received	June 22, 2026

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Michelle A. Hernandez Lane

6/23/2026 | 9:28 PM CDT

Michelle A. Hernandez Lane
Purchasing Agent & Chief Procurement Officer

Date Signed

MASTER AGREEMENT #111125
CATEGORY: Street Sweeping, Sewer Jetting, Hydro-Excavation, and Related Public Works as a Service
SUPPLIER: Sweeping Corporation of America, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sweeping Corporation of America, LLC, 4141 Rockside Road, Suite 100, Seven Hills, OH 44131 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the

Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 6, 2030, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #111125 to Participating Entities. In Scope solutions include:

   1. Sourcewell is seeking proposals for Street Sweeping, Sewer Jetting, Hydro-Excavation, and Related Public Works as a Service, including, but not limited to:

      a. Street and specialty sweeping as a service;
      b. Sewer vacuuming and jetting as a service;
      c. Hydro-excavation as a service;
      d. Related public works as a service such as underground inspection and monitoring services; and,
      e. Locating, maintenance, rehabilitation, and related services and technologies as long as they are directly related to solutions described in subsections 1. a.- d. above.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

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

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

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

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

xviii) **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.

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

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

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier’s Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier’s Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier’s Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) 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.

      ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement 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.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

    a) **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 Agreement.
        - $1,500,000 each occurrence Bodily Injury and Property Damage
        - $1,500,000 Personal and Advertising Injury
        - $2,000,000 aggregate for products liability-completed operations
        - $2,000,000 general aggregate

    b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

    c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Sweeping Corporation of America, LLC
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Kevin Drew 8AFA55D87B554EB...
By: ___________________________	By: ___________________________
Jeremy Schwartz	Kevin Drew
Title: Chief Procurement Officer	Title: Chief Revenue Officer
Date: 4/15/2026 | 12:48 PM CDT	Date: 4/15/2026 | 5:14 AM PDT

RFP 111125 - Street Sweeping, Sewer Jetting, Hydro-Excavation, and Related Public Works as a Service

Vendor Details

Company Name:	Sweeping Corporation of America, LLC
Does your company conduct business under any other name? If yes, please state:	SCA
Address:	4141 Rockside Rd STE 100 Seven HIlls, OH 44131
Contact:	Rich Janofsky
Email:	rjanofsky@sweepingcorp.com
Phone:	856-371-5649
HST#:	

Submission Details

Created On:	Tuesday September 23, 2025 13:43:13
Submitted On:	Tuesday November 11, 2025 13:14:42
Submitted By:	Rich Janofsky
Email:	rjanofsky@sweepingcorp.com
Transaction #:	51be666b-f9ff-4a5a-9a71-16babdff53bb
Submitter's IP Address:	147.243.202.203

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Sweeping Corporation of America, LLC EIN: 62-1348993	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	All subsidiary entities are organized under Sweep American Intermediate Holdings, LLC. SCA of SC, LLC Hy-Tech Property Services LLC USA Services of Florida LLC SCA of IN LLC SCA of MI LLC SCA of OH, LLC SCA of CA 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) Statewide Contracting of America	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE code: 0S6N2; Unique Entity Identifier: FRUPGNN6M9W4	*
5	Provide your NAICS code applicable to Solutions proposed.	488490 - Other Support Activities For Road Transportation; 237310 - Highway, Street, And Bridge Construction; 238990 - All Other Specialty Trade Contractors; 561790 - Other Services To Buildings And Dwellings; 562998 - All Other Miscellaneous Waste Management Services; 562119 - Other Waste Collection; 237310 - Highway, Street, and Bridge Construction (Support Activities); 237110 - Water and Sewer Line and Related Structures Construction; 238910 - Site Preparations Contractors; 541620 - Environmental Consulting Services	
6	Proposer Physical Address:	4141 Rockside Rd Ste 100, Seven Hills OH 44131	*
7	Proposer website address (or addresses):	https://www.sweepingcorp.com/	*
8	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):	Kevin Drew - Chief Revenue Officer 4141 Rockside Rd Ste 100 Seven Hills OH 44131 904-316-2205 kdrew@sweepingcorp.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rich Janofsky - Director of Business Development 4141 Rockside Rd Ste 100 Seven Hills OH 44131 856-371-5649 rjanofsky@sweepingcorp.com	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Company Overview and History Sweeping Corporation of America, LLC (SCA) is the nation's largest self-performing provider of street sweeping, sewer jetting, hydro-excavation, and related public works services. Headquartered in Cleveland, Ohio, and established in 2017, SCA was created to bring together the most reputable regional sweeping and environmental service providers under one unified platform. Backed by decades of field expertise and strong local relationships, SCA operates at more than 70 service locations nationwide, supporting municipalities, state Departments of Transportation, and private sector partners with reliable, environmentally responsible maintenance solutions. Many of SCA's subsidiaries have served their communities for more than half a century, providing the foundation for SCA's national reputation for excellence in infrastructure and environmental services. SCA's Core Values At SCA, Safety is prioritized—protecting our employees, customers, and communities is our highest priority. SCA upholds the strictest safety protocols, invests in continuous training, and deploys advanced equipment to ensure every project is executed with precision, care, and responsibility. SCA sets the standard for excellence through unmatched expertise, innovation, and operational reliability. From maintaining regulatory compliance with NPDES (National Pollutant Discharge Elimination System) and MS4 (Municipal Separate Storm Sewer System) requirements to delivering industry-leading service quality, SCA consistently upholds the benchmark for professionalism, performance, and transparency. SCA cares for people by placing SCA employees, customers, and community members at the center of everything we do. SCA's work enhances public health and safety by improving the environments where people live and work. SCA takes pride in providing dependable, community-focused service tailored to the unique needs of every client we serve. SCA is Essential to the nation's public infrastructure—SCA's street sweeping, sewer jetting, and hydro-excavation services help protect water quality, reduce pollution, and extend pavement and utility life. Every job contributes directly to cleaner air, safer streets, and more sustainable communities. Finally, SCA operates with integrity in every interaction and decision. Honesty, transparency, and accountability guide how we serve our customers, support our employees, and protect the communities that rely on us. Industry Longevity, National Capacity, and Expertise Although SCA's national operating platform was formally established in 2017, the company's collective heritage spans more than six decades through long-standing subsidiary organizations such as C&L Sweeper Service (founded in 1971), Clean Sweep (founded in 1984), and others that have served their communities for generations. This legacy provides SCA with a depth of experience that is unmatched in the street sweeping and stormwater maintenance industry. The company's longstanding operational knowledge includes routine municipal sweeping, industrial and airport sweeping programs, MS4 and NPDES stormwater compliance support, sewer and storm drain jetting, hydro-excavation, catch basin and culvert cleaning, and complex infrastructure inspection and maintenance. Across all these service areas, SCA and its legacy companies share a safety-first, performance-driven, and integrity-grounded approach to maintaining America's critical public infrastructure. SCA's national presence is central to its ability to support public agencies on a scale. With more than 70 service centers strategically located across the United States, SCA combines the responsiveness of locally staffed field operations with the consistency, technical resources, and quality controls of a national service organization. This structure enables SCA to mobilize rapidly, allocate specialized equipment where it is needed most, and maintain close relationships with municipalities, state DOTs, utilities, airports, industrial facilities, and commercial property owners. Because SCA self-performs all services, customers benefit from direct accountability, standardized safety and training protocols, predictable scheduling, and consistent service quality—regardless of location or project size. SCA's growth has also been propelled by its leadership in cooperative purchasing, including its successful, ongoing partnership with Sourcewell. Cooperative procurement allows public agencies to access contract-ready sweeping, stormwater, and infrastructure maintenance services without the need for repetitive competitive bidding, saving time and reducing administrative burden while ensuring pricing transparency	*

		and compliance. SCA actively trains its sales teams and customers in how to utilize cooperative purchasing to implement comprehensive maintenance programs, resulting in significant contract adoption and expansion across multiple regions and service categories. The sustained growth in contract utilization demonstrates the trust of public agencies place in SCA as a scalable, reliable, and compliant infrastructure maintenance partner. A key driver in SCA's performance is its highly trained workforce, one of the strongest differentiators in the industry. All operators and field personnel participate in structured onboarding and certification programs, including equipment operation, environmental compliance, jobsite safety, and defensive driving. Advanced training is provided in areas such as MS4 and NPDES stormwater regulations, CCTV (Closed-Circuit Television) inspection standards, hydro-excavation procedures, confined space safety, and MUTCD (Manual on Uniform Traffic Control Devices)-compliant traffic control. Supervisors and regional leaders receive ongoing leadership, compliance, and safety training to ensure uniform operational discipline nationwide. This continuous training culture ensures that SCA's workforce understands both the technical requirements of their work and the environmental and public safety impacts associated with maintaining critical infrastructure systems.By combining national scale, cooperative purchasing accessibility, and a highly trained, professional workforce, SCA delivers a level of consistency and service reliability that is uncommon in a traditionally fragmented industry. The result is a dependable partner capable of supporting municipal and public works needs today, while continuing to expand, modernize, and adapt to the evolving priorities of the communities it serves.	
12	What are your company's expectations in the event of an award?	In the event of an award under Sourcewell RFP_111125 for Street Sweeping, Sewer Jetting, Hydro-Excavation, and Related Public Works as a Service, Sweeping Corporation of America, LLC (SCA) anticipates continuing and enhancing its strong partnership with Sourcewell and its participating agencies—one built on safety, reliability, transparency, and shared operational success. SCA's current Sourcewell contract has proven to be a highly effective vehicle for connecting public agencies with essential infrastructure and environmental maintenance services, and an awarded contract under this solicitation would further strengthen SCA's ability to serve Sourcewell Members across North America. SCA views this agreement as a strategic platform for expanding access to its industry-leading capabilities for municipalities, transportation authorities, state and county public works departments, school districts, higher education campuses, utilities, non-profits, airports, ports, industrial facilities, and other government organizations that require dependable, compliant, and environmentally responsible maintenance solutions. Through this cooperative contract, Members are able to streamline procurement, reduce administrative burden, and secure SCA's services efficiently and confidently. An awarded contract will reinforce SCA's ongoing commitment to delivering customizable and scalable service programs, from routine roadway and parking lot sweeping to complex sewer system cleaning, hydro-excavation, and stormwater network maintenance. SCA will continue to support Members in addressing everyday operational needs—including MS4/NPDES stormwater compliance, flood control system maintenance, pavement preservation, public safety improvements, and emergency response mobilization—while maintaining a focus on safety, efficiency, and environmental stewardship. SCA has experienced significant year-over-year growth in Sourcewell contract utilization, demonstrating both increasing Member demand and the effectiveness of SCA's cooperative contracting approach. This momentum is expected to continue and expand under the new award, supported by SCA's nationwide service footprint, modern fleet, TruSweep™ verification technology, and ongoing investment in employee training and operational excellence. Ultimately, SCA's expectation under this contract is to continue delivering measurable value, operational efficiency, consistent quality of service, and full accountability to help Sourcewell Members maintain safe, clean, and resilient public infrastructure. The continuation of this partnership will allow SCA to expand Member access, strengthen community impact, and support the long-term sustainability of public works systems across North America.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Sweep America Intermediate Holdings, LLC (SCA) is a financially sound and stable organization. Documentation supporting this stability—including Certificates of Good Standing, bonding qualification, and bank reference letters—is included with this response. The DUNS number for Sweep America Intermediate Holdings, LLC is 08-095-4905. Additional Certificates of Good Standing for individual operating entities and jurisdictions are maintained and can be provided to any Sourcewell Member upon request. SCA is committed to full transparency and will readily supply any further financial or compliance documentation that may be needed to support contracting, onboarding, or due diligence processes.	*

14	What is your US market share for the Solutions that you are proposing?	Sweeping Corporation of America, LLC (SCA) is the largest self-performing provider of Street Sweeping, Sewer Jetting, Hydro-Excavation, and related Public Works services in the United States. SCA operates more than 70 service centers nationwide and manages a fleet of over 2,000 specialized sweepers, jet/vac trucks, hydro-excavators, CCTV units, and support vehicles—making the company approximately ten times larger than its nearest competitor. The environmental maintenance industry is highly fragmented, with more than 1,000 local and regional contractors and many municipalities self-performing work. Due to this fragmentation, industry-wide market share is not standardized; however, SCA is recognized as the only national-scale, self-performing provider, uniquely capable of delivering consistent safety, service quality, and reliability across multiple regions and service lines. SCA's nationwide scale and integrated service capabilities allow the company to support the full range of municipal stormwater and public works needs, including street sweeping, storm drain and sanitary sewer jetting, catch basin maintenance, hydro-excavation, and infrastructure inspection. These services play a critical role in pavement preservation, debris removal, stormwater pollution prevention, and MS4/NPDES compliance. SCA operates under standardized safety programs, uniform operator training, and fleet modernization strategies, ensuring a level of performance not typically achievable by smaller or subcontracted service providers. Through the Sourcewell cooperative purchasing program, SCA's scale directly benefits participating agencies by providing nationally leveraged pricing, streamlined procurement, and rapid mobilization through local branch support. Sourcewell Members receive the consistency of a national provider with the responsiveness of locally staffed crews and equipment. This model reduces administrative burden, eliminates repetitive competitive bidding, and ensures that Members receive high-quality, compliant, and environmentally responsible service delivery from one trusted partner—Sweeping Corporation of America.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Sweeping Corporation of America, LLC (SCA) is actively pursuing work within Canada. The partnerships that SCA has established allows SCA to continues its growth with Canadian Municipalities. SCA has seen the tremendous value of Sourcewell and will continue to strategically use its Sourcewell contract in Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	SCA nor its parent company has ever filed for bankruptcy.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	Sweeping Corporation of America, LLC (SCA) is a service provider, self-performing environmental and infrastructure maintenance service provider dedicated to keeping communities clean, safe, and compliant. As a true service organization, SCA does not manufacture or resell equipment—it provides turnkey operational services using company-owned fleets and trained personnel. Services are performed by SCA employees who are equipped with modern, GPS-tracked vehicles and supported by regional management teams to ensure quality, accountability, and consistency. This self-performing model gives customers direct access to experienced operators, standardized safety programs, and responsive local support. SCA operates more than 70 service locations nationwide, ensuring both local responsiveness and national consistency. This network allows SCA to mobilize quickly for emergency response, scale operations to meet seasonal or disaster-recovery needs, and support cooperative purchasing contracts such as Sourcewell with standardized pricing, documentation, and performance reporting.	*
18	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; including, but not limited to, NAPSA, NASSCO, and other industry certifications.	Our licensing and certification framework is structured around (1) company-level credentials, (2) operator/technician credentials, and (3) regulatory compliance programs (stormwater, traffic control, safety). Together, these ensure that SCA can safely, legally, and effectively perform all scope items under the contract. National Association of Power Sweeping Contractors (NAPSA) • SCA is an active member of the National Association of Power Sweeping Contractors (NAPSA). • NAPSA membership requires adherence to nationally recognized best practices for mechanical broom sweeping, regenerative air sweeping, and vacuum sweeping in public rights-of-way, industrial facilities, and construction zones. • Through NAPSA, SCA utilizes the Certified Sweeper Operator (CSO) training curriculum, which establishes standards of knowledge in equipment operation, debris containment and disposal, stormwater pollution prevention, PM-10 emissions reduction (airborne dust control), and safe operation in live traffic environments.	

• SCA field leadership deploys NAPSA-aligned SOPs across our operating divisions to ensure repeatable service quality, documentation of sweeping frequency, and defensible reporting that supports municipal MS4 stormwater requirements.

Result for the Owner: You are receiving service providers trained against a national sweeping performance standard rather than informal “on the job only” training.

NASSCO (Certifications (Pipeline, Sewer, and Stormwater Maintenance)

• SCA utilizes NASSCO-certified personnel for sanitary sewer, storm drain, and culvert assets.
• NASSCO (the National Association of Sewer Service Companies) creates the nationally used technical standards for cleaning, inspection, assessment, rehabilitation recommendation, and documentation of underground infrastructure.
• Typical NASSCO credentials held among our JetVac / storm system maintenance teams include:
– PACP (Pipeline Assessment Certification Program): standardizes condition assessment and defect coding for closed-circuit televisual (CCTV) inspection of pipe mains.
– LACP (Lateral Assessment Certification Program): applies PACP methodology to laterals / service connections.
– MACP (Manhole Assessment Certification Program): standardizes inspection and documentation of manhole structures and access features.
– ITCP (Inspector Training & Certification Program) for sewer rehabilitation / lining oversight, where required.
• NASSCO-certified personnel ensure that cleaning and jetting activities are documented in a format acceptable to public works, stormwater, and wastewater utilities for asset management, rehabilitation planning, and regulatory reporting.

Result for the Owner: Cleaning, jetting, and inspection work performed by SCA is coded, logged, and reportable in an industry-standard format that your engineering, public works, or stormwater department can immediately incorporate into its GIS/CMMS.

CDL and Operator Licensing

• All SCA sweeper, JetVac, and hydro-excavation operators hold the appropriate class of Commercial Driver’s License (CDL) (Class A or Class B with air brake endorsements) as required for heavy equipment, vacuum trucks, and water jetting units.
• SCA maintains driver qualification files, medical cards, and FMCSA compliance in accordance with U.S. Department of Transportation requirements.
• We run an internal driver training and evaluation program to ensure that operators are not only licensed but are qualified for on-road and in-right-of-way service in active municipal environments.

Result for the Owner: Only properly licensed and DOT-compliant commercial operators will operate sweepers, JetVac units, or hydro-excavators on your streets and in your storm system.

Hydro-Excavation / Vacuum Excavation Competency and Confined Space Training

• SCA hydro-excavation crews are trained in controlled, soft-dig excavation using pressurized water and high-powered vacuum recovery, including locating utilities, daylighting, and non-destructive exposure of buried lines.
• Crews performing hydro-excavation and stormwater structure cleaning receive training in:
– Confined Space Entry awareness and procedures (OSHA 29 CFR 1910.146).
– Lockout/Tagout and isolation of energy sources for structures with mechanical or pump components.
– Vacuum system hazard control (hose pressure, debris tank pressurization, debris offloading).
– Spoil handling and manifesting of collected material to properly permitted disposal facilities, in accordance with local/state environmental rules.
• For hydro-excavation within utility corridors, SCA follows industry-standard safe-dig procedures to protect gas, electric, fiber, and water infrastructure and to comply with state “call before you dig”/811 requirements. *

Result for the Owner: Excavation activity is performed using non-destructive methods in line with utility damage prevention standards and OSHA safety requirements rather than traditional mechanical digging.

Traffic Control / Work Zone Safety Credentials

• SCA crews are trained in temporary traffic control, mobile and slow-moving lane closures, shoulder operations, and night operations in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and applicable state DOT work zone

		standards. • Supervisors and foremen assigned to sweeping and jetting operations obtain and maintain flagger / traffic control certifications where required by the state DOT or municipal public works department. • We produce site-specific traffic control plans for higher-speed roadways, arterial sweeping, or stormwater structure work in the ROW. Result for the Owner: Work is completed safely in active traffic environments, reducing municipal liability exposure. OSHA, Safety, and Environmental Compliance Programs • All SCA field personnel receive OSHA-compliant training for hazard communication (HAZCOM), PPE usage, fall protection (where applicable), hearing protection, silica/dust exposure mitigation, and bloodborne pathogen response for contact with potentially contaminated storm/sewer debris. • JetVac and sewer cleaning crews are additionally trained on high-pressure water jetting safety, pinch/crush hazards around suction booms, and best practices for backflush prevention and nozzle control. • We maintain Spill Prevention and Response procedures for handling liquids and debris captured during sweeping, stormwater inlet cleaning, and hydro-excavation. • Our sweeping programs are structured to assist municipalities with MS4 (Municipal Separate Storm Sewer System) and NPDES (National Pollutant Discharge Elimination System) stormwater compliance by removing sediment, metals, organics, and trash from curb lines, gutters, and inlets before they enter receiving waters. Result for the Owner: Tasks performed under this contract directly support the municipality’s BMPs (Best Management Practices) for stormwater quality and help document measurable pollutant load reduction toward TMDL/BMAP obligations. State and Local Business / Contractor Licensing • SCA operates across numerous states and municipalities in the United States, and we obtain and maintain all business licenses, public works licenses, and right-of-way permits required to perform street sweeping, storm drain cleaning, vacuum excavation, and related infrastructure maintenance in each jurisdiction where we work. -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 hold business licenses or business registrations in the following states (not limited to these states): VA, DE, NJ, PA, CA, IN, MO, OH, SC, WV, AL, GA, MS, TN, KY, OK, MD, NC, RI, TX, and FL. -SCA also holds a Florida Department of Health Operating Permit. • Where a municipality or DOT requires a specific “public works contractor,” “utility contractor,” “storm/sewer maintenance,” or “right-of-way maintenance” license category to perform services such as inlet cleaning, line jetting, or structure inspection, SCA either (a) already possesses that license in that jurisdiction, or (b) secures it prior to mobilization. • SCA also maintains any required solid waste transporter permits or debris hauling permits for the lawful transport and disposal of collected sweepings, grit, and vacuumed sediment. Result for the Owner: The City/County/Agency is not forced to act as prime on paper while an unlicensed subcontractor performs regulated maintenance; SCA comes prepared to legally operate in your state under our own credentials. Operator Competency, Ongoing Training, and Documentation • Beyond industry and regulatory credentials, SCA maintains internal training matrices by role (Street Sweeper Operator, JetVac Operator, JetVac Helper, CCTV Tech, Hydro-Excavation Operator, Lead Foreman, etc.), and we track completion and renewal dates for required coursework, ride-alongs, safety refreshers, and equipment-specific proficiency sign-offs. • Field leadership performs documented pre-trip and post-trip inspections, including verification of broom condition, leak points, suction head wear, jetting hose integrity, vacuum seals, and lighting / strobes / beacons for roadway visibility. • For municipal clients, we provide service logs, load tickets, and before/after condition documentation (including NASSCO-coded inspection reports where applicable) so that all maintenance activities performed under this RFP are auditable.	
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Neither SCA nor any of its subsidies have been debarred or suspended over the last seven years.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Over the past five years, Sweeping Corporation of America, LLC has continued its commitment to industry leadership, operational excellence, and client-value delivery across sweeping, stormwater system maintenance, hydro-excavation and right-of-way services. While the firm does not currently hold a publicly-announced national sweeping industry award within the last five years, the company has achieved significant recognition through strategic acquisitions of nationally-certified contractors (e.g., Michigan's first nationally certified sweeping contractor service, via acquisition of C&J Parking Lot Sweeping in 2021) and through ongoing certifications and industry membership which underscore its prominence in the field. The company's size, scale, geographic footprint, membership in leading professional associations (e.g., NAPSA), and consistent self-performance of full scope services are themselves indicators of its category leadership.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 43-47% of Sweeping Corporation of America's (SCA) total sales over the past three years have been generated from Department of Transportation (DOT), county, municipal, and Sourcewell cooperative contract customers across SCA's core lines of business—street sweeping, sewer jetting, hydro-excavation, and related public works services. Through the strength of its Sourcewell cooperative contract, SCA has expanded its market share by adding 43 new customers nationwide, demonstrating strong adoption of cooperative procurement among public agencies. Looking ahead, SCA projects this number will grow to more than 50 Sourcewell customers in 2025, further solidifying its position as the nation's leading provider of infrastructure maintenance and environmental services.	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 1% of Sweeping Corporation of America's (SCA) total sales during the same three-year period have been to non-profit organizations and educational institutions, as SCA's primary customer base has historically centered on public sector clients such as DOTs, counties, municipalities, and cooperative purchasing agencies like Sourcewell. However, SCA's sales strategy moving forward is to directly target growth within the non-profit and educational market segments, leveraging its existing Sourcewell contract, national footprint, and proven service capabilities to provide cost-effective sweeping, jetting, and hydro-excavation solutions that meet the operational and environmental needs of schools, universities, and mission-driven organizations.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	SCA has experienced significant year-over-year growth through its Sourcewell agreement, underscoring the strength and increasing utilization of this cooperative purchasing platform. Contract sales increased 1028% from 2021 to 2022, 433% from 2022 to 2023, 30% from 2023 to 2024, and projected 131% from 2024 to 2025. This sustained expansion reflects growing Member awareness, the efficiency of the cooperative model, and the value of partnering with a self-performing national service provider. SCA views its relationship with Sourcewell as a strategic, long-term partnership and a core component of the company's service delivery model. Unlike many competitors that maintain multiple cooperative agreements, SCA has intentionally elected to use Sourcewell as its exclusive cooperative purchasing contract, based on Sourcewell's clarity of process, transparency in pricing, and exceptional support for both vendors and participating Members. Sourcewell's straightforward structure enables agencies to engage SCA quickly and compliantly, reducing administrative burden while maintaining full accountability and competitive contract integrity. SCA sees this contract not simply as a procurement mechanism, but as a collaborative platform for service planning, stormwater compliance support, and ongoing infrastructure maintenance coordination. Through Sourcewell, Members gain access to a national, self-performing provider that can support recurring sweeping programs, sewer and storm system cleaning schedules, hydro-excavation needs, and emergency response mobilization with consistency and speed across jurisdictions. This ability to deploy standardized services from more than 70 service locations nationwide positions SCA as a dependable partner capable of supporting both routine operations and time-critical work. Looking ahead, SCA views its Sourcewell contract as a key contracting vehicle of the future, aligned with the way public agencies are increasingly choosing to simplify procurement, standardize service delivery, and reduce administrative workload. The company will continue to invest in Member education, contract awareness, field training, and operational coordination to expand contract utilization and strengthen community infrastructure outcomes nationwide.	*
24	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 contracts of Standing Offers and Supply Agreements.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Baltimore, MD	David Reeping	667-203-1109	*
City of Charlotte, NC	Michael Schley	980-297-5390	*
City of Norfolk, VA	June Whitehurst	757-823-4010	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	

26	Sales force.	SCA's sales and customer support structure are intentionally designed to serve Sourcewell participating entities with both national scale and localized expertise. The core sales team is composed of five Regional Sales Managers and eight Inside Sales Managers—each highly experienced in public works maintenance operations, infrastructure planning, and cooperative procurement. These professionals serve as consultative advisors, working directly with Sourcewell Members to understand their operational objectives, service environments, stormwater regulatory requirements, seasonal or emergency maintenance needs, and long-term asset management priorities. This approach ensures that each Member receives a solution tailored to their specific infrastructure and environmental context, rather than a one-size-fits-all service recommendation. SCA's Regional Sales Managers are strategically distributed across the U.S. and Canada to support rapid, in-person engagement, including jobsite assessments, pre-project walkthroughs, demonstrations of sweeping, jet/vac, hydro-excavation, and CCTV inspection equipment, and ongoing performance reviews. Meanwhile, SCA's Inside Sales Managers provide centralized support for quotation development, pricing validation, service planning, Sourcewell contract compliance documentation, and coordination across SCA's internal operations teams. This dual-coverage approach ensures that Members experience responsive communication, consistent pricing, and streamlined procurement regardless of location. SCA's national operational footprint consists of over 70 local branch locations, each staffed with trained field personnel, equipment operators, service managers, and branch leadership who understand regional infrastructure conditions, local regulatory requirements (including MS4/NPDES), and municipal budget cycles. These local teams serve as the day-to-day operational interface with Members, ensuring reliable mobilization, jobsite readiness, and service continuity—even in high-demand or emergency-response scenarios such as flood events, leaf-season surges, post-storm debris removal, and emergency sewer backups. Because SCA self-performs all services, Members receive a single accountable partner, consistent safety and training standards, uniform operating procedures, and predictable service outcomes across all locations. Additionally, SCA's sales and operations teams are supported by: • A centralized Customer Service and Dispatch Coordination Center ensuring timely communication and scheduling • A Corporate Government Programs & Contract Administration team ensuring that all Sourcewell sales, service, and reporting requirements remain accurate and compliant • A National Safety and Environmental Compliance team maintaining standardized safety practices, training programs, and stormwater best management protocols across the company This integrated structure allows SCA to: • Respond quickly to Member requests across any region • Provide consistent, standardized pricing and proposal formats • Scale services to support multi-site, regional, or statewide programs • Deliver continuity of service even when municipal work volumes fluctuate seasonally • Support Members beyond the initial service engagement—with ongoing review and improvement As SCA continues to expand its footprint and operational capacity, the Sourcewell partnership is viewed as a strategic growth channel that enables public agencies to access critical public works services efficiently, transparently, and without procurement delays. SCA's sales and operations organization is built to support that partnership long-term, ensuring dependable service delivery and lasting value for Members across North America	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Sweeping Corporation of America (SCA) does not utilize authorized sellers, dealers, distributors, or resellers for its services. All sales are conducted directly by SCA's internal sales team, ensuring full control over pricing, service quality, contract compliance, and customer experience. This direct-sales model allows SCA to maintain consistency, accountability, and transparency across all contracts and customer relationships nationwide. Our internal sales structure supports all of SCA's 64 locations across the nation (map attached).	*

28	Service force.	Sweeping Corporation of America (SCA) maintains the largest, most experienced, and professionally trained service force in the power sweeping and environmental maintenance industry, with more than 1,900 field employees operating from over 60 locations nationwide. This extensive workforce enables SCA to self-perform nearly all services—ensuring quality, safety, and consistency across every market it serves. SCA's service force is composed of highly skilled equipment operators, field technicians, and operations supervisors who specialize in street sweeping, parking lot sweeping, sewer jetting, hydro-excavation, and related public works services. Operators undergo rigorous onboarding, ongoing safety training, and equipment-specific certifications to ensure compliance with OSHA standards, DOT regulations, and local MS4/NPDES environmental requirements. Many team members hold NAPSA (North American Power Sweeping Association) certifications, and those assigned to sewer jetting and hydro-excavation operations are trained under NASSCO guidelines for proper handling of stormwater infrastructure. Each SCA location is managed by an Operations Manager and Field Supervisor responsible for workforce scheduling, route optimization, vehicle inspections, and emergency response coordination. The company utilizes GPS-enabled fleet management systems to monitor sweeper and JetVac operations in real time, track route efficiency, and document service completion. Field teams are equipped with digital service verification tools—including photo documentation, timestamped reports, and electronic work orders—to ensure full transparency and accountability for customers. SCA's service force operates a modern, well-maintained fleet of regenerative air sweepers, mechanical broom sweepers, and high-capacity vacuum and hydro-excavation trucks. Fleet maintenance is handled internally by ASE-certified mechanics, ensuring maximum uptime and reliability for critical public works operations. The organization also maintains 24/7 on-call crews in many regions for emergency response, post-storm cleanup, and spill recovery. Beyond technical expertise, SCA's field personnel take pride in representing the company's core values—Safety, Integrity, and Service Excellence. This commitment has enabled SCA to build long-term relationships with DOTs, counties, municipalities, and commercial clients nationwide, while consistently meeting the highest standards of environmental performance and public safety.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sweeping Corporation of America, LLC (SCA) is the sole contracting entity under the Sourcewell contract for Street Sweeping, Sewer Jetting, Hydro-Excavation, and Related Public Works as a Service. All orders under this contract are placed directly between the participating Sourcewell Member and SCA. Orders may be initiated by submitting a purchase order, request for quotation, or service agreement directly to SCA via email, phone, or through the inquiry form on SCA's website at www.sweepingcorp.com, clearly referencing the applicable Sourcewell contract number. Upon receipt, SCA provides a formal written quotation outlining the scope of services, frequency, pricing, and schedule in accordance with the Sourcewell contract terms. This ordering and fulfillment process has been developed, tested, and refined over multiple years of SCA's participation as an awarded Sourcewell contractor. Through that experience, SCA has established a proven framework for efficient order management, contract compliance, customer communication, and service documentation—ensuring that each participating Member receives a consistent, streamlined experience from initial quote through project completion. Once an order is accepted, SCA coordinates all scheduling, dispatching, and field operations through its regional operations divisions. All work is self-performed by SCA's trained personnel using SCA-owned and maintained equipment, ensuring consistent safety, quality, and compliance with all municipal, environmental, and stormwater regulations. In fulfilling these orders, DUCO, LLC may be engaged in a supporting administrative and customer service capacity, assisting with proposal coordination, scheduling logistics, Sourcewell Member communication, and project documentation. However, SCA remains the single contracting entity and retains full responsibility for performance, invoicing, and compliance under this contract. All services, regardless of geographic location, are delivered under SCA's centralized management structure and quality-control standards. As a national self-performing provider, SCA maintains more than 70 operating locations across the United States. The company leverages this extensive network to ensure that all Sourcewell-related work is performed directly by SCA personnel and resources. This allows SCA to deploy crews, equipment, and regional leadership from the nearest qualified branch to the participating Member's jurisdiction—guaranteeing consistency in performance, documentation, and pricing while meeting regional demand efficiently. Upon completion of services, SCA issues a detailed invoice directly to the participating Member, referencing both the Sourcewell contract and the Member's purchase order number for audit and compliance purposes. Invoices include supporting documentation such as service logs, GPS verification, load tickets, or NASSCO inspection reports where applicable. Payments are made directly to SCA under standard Net-30 terms, and all billing and customer service functions are handled internally through SCA's accounting and client services departments. SCA does not utilize distributors, resellers, or dealers for order handling or service delivery under this contract. All work performed under the Sourcewell agreement is executed by SCA's own employees using company-owned equipment. Each Sourcewell Member is assigned a dedicated SCA Regional Account Executive as their primary point of contact, with additional support available through SCA's centralized operations and customer service center. In summary, all orders under this Sourcewell contract are placed directly with Sweeping Corporation of America. While DUCO, LLC may assist SCA administratively, all service delivery, operational oversight, and contractual performance are handled exclusively by SCA. By leveraging its nationwide operational network—and through years of experience successfully managing Sourcewell partnerships—SCA ensures every task, regardless of region, is self-performed under the SCA umbrella, providing Members with a single accountable partner, standardized pricing, and reliable quality across all locations.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Sweeping Corporation of America, LLC (SCA) maintains a comprehensive and structured Customer Service Program designed to provide Sourcewell Members with timely communication, responsive scheduling, and consistent, high-quality performance across all service categories. As the largest self-performing provider of street sweeping, sewer jetting, and hydro-excavation services in the United States, SCA has built a robust support framework that integrates local operations management with centralized national oversight, ensuring seamless communication from the initial service request through project completion and documentation. Each participating Sourcewell Member is assigned a dedicated Regional Account Executive (RAE) who serves as their primary point of contact for all scheduling, pricing, and service coordination. The RAE works closely with SCA's local operations managers, dispatch coordinators, and customer service personnel to ensure that each service request is handled efficiently and delivered to specification. All customer interactions—whether received via phone, email, or the SCA website—are logged into SCA's centralized Customer Relationship Management (CRM) system, allowing real-time tracking of inquiries, job progress, and performance data. This system ensures every Member receives consistent communication, accurate reporting, and full transparency from scheduling to service completion. SCA's service quality and accountability are further reinforced through the use of technology-based verification and telematics integration. Every sweeper, jet vac, and hydro-excavation unit in SCA's fleet is equipped with Samsara GPS tracking and route verification technology, which provides timestamped proof of service, route maps, and operational data such as sweeping hours, engine run time, and debris volume. This data is automatically captured and integrated into SCA's service reporting tools, allowing Members to receive digital verification reports confirming when and where services were performed. These reports can include before-and-after photos, GPS route overlays, and collection summaries that support compliance with MS4, NPDES, and stormwater documentation requirements. This technology-driven approach ensures transparency, reduces disputes, and gives Sourcewell Members confidence that all work is completed as scheduled and to specification. SCA's customer service standards include defined response-time commitments to ensure prompt and reliable communication. All inquiries received during standard business hours are acknowledged within four (4) business hours, with formal quotations or scheduling confirmations provided within one (1) business day for standard requests and within two (2) business days for complex or multi-location projects. For emergency or safety-related requests—such as storm response, flood debris removal, or hazardous material containment—SCA provides 24/7 emergency dispatch, with an average mobilization time of two hours or less within its serviced regions. Should any issue arise during or after service, Members can escalate concerns directly to SCA's Regional Operations Manager or National Customer Service Director, who ensure resolution and follow-up within 24 hours. Customer satisfaction and performance consistency are monitored continuously through post-service follow-ups, performance scorecards, and quarterly account reviews for recurring contracts. All feedback is documented in SCA's CRM platform, and any identified service concerns are addressed through corrective action plans managed by local and regional leadership. Each customer inquiry remains active within the CRM until the issue is fully resolved and verified by both operations management and the customer service team, ensuring total accountability. To reinforce service quality, SCA ties employee performance and leadership evaluations to measurable service metrics, including on-time completion rates, response-time compliance, and customer satisfaction scores. Exceptional performance is recognized through SCA's internal Service Excellence Incentive Program, which rewards employees and teams who exceed customer service standards, demonstrate outstanding responsiveness, or deliver exceptional results during high-demand events. In summary, SCA's Customer Service Program combines responsive communication, measurable performance standards, and technology-based verification to deliver exceptional results for Sourcewell Members. With over 70 operating locations nationwide, centralized 24/7 support, and integrated Samsara GPS verification technology, SCA ensures every Member receives prompt attention, reliable service confirmation, and a single accountable partner dedicated to maintaining the highest standards of safety, quality, and transparency.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Sweeping Corporation of America, LLC (SCA) has experienced significant and sustained growth over the past several years, due in large part to the opportunities and relationships developed through its partnership with Sourcewell. As the largest self-performing provider of street sweeping, facilities maintenance, Jet/Vacuuming, closed-circuit television (CCTV) pipe inspection, and porter services in the United States, SCA's mission is to deliver high-quality, reliable infrastructure and environmental maintenance services directly through its own trained personnel and company-owned fleet. The Sourcewell partnership has been instrumental in aligning SCA's capabilities with the needs of public agencies nationwide, allowing municipalities, counties, and educational institutions to access SCA's services through an efficient and compliant cooperative purchasing process. Through this partnership, SCA has developed long-term relationships with hundreds of Sourcewell Members across the country—relationships that have directly contributed to measurable business expansion. Over the past few years, SCA has added more than 40 new municipal and institutional customers through the Sourcewell contract, and anticipates exceeding 50 new customers by the end of 2025. Each of these partnerships has supported SCA's strategic objective to broaden its service footprint, invest in local operations, and enhance its technical service capabilities in sweeping, jetting, hydro-excavation, and related public works. SCA continues to operate as a self-performing national service provider, maintaining direct control over service quality, safety, and environmental compliance. The company's operational network has expanded to more than 70 locations nationwide, supported by a fleet of over 1,000 specialized vehicles and equipment assets. This infrastructure enables SCA to provide consistent service delivery within existing markets and to mobilize resources rapidly for Members located beyond its current operating regions. The scalability of SCA's Sourcewell program allows the company to grow responsibly while ensuring that every project is performed by SCA employees under its own safety, training, and quality management systems. Beyond simply facilitating contract access, the Sourcewell partnership has encouraged innovation and collaboration between SCA and public-sector customers. SCA's participation in cooperative procurement has created opportunities to align its national best practices with local stormwater and sustainability initiatives, directly supporting municipal compliance with MS4 and NPDES regulations. These partnerships have also strengthened SCA's internal systems—particularly its use of GPS-based route verification, digital reporting, and customer service management—to meet Sourcewell's expectations for transparency and accountability. In short, SCA's growth in recent years is directly tied to the success and expansion of its Sourcewell relationships. The company's participation in the Sourcewell cooperative contract has accelerated its ability to reach new regions, streamline procurement for public agencies, and deliver high-quality, self-performed maintenance services at scale. SCA remains committed to growing alongside Sourcewell Members by continually expanding its national network, investing in technology, and delivering consistent, measurable value to every community it serves.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	SCA is actively responding to service inquiries from Canadian municipalities and public works agencies through the Sourcewell cooperative contract. Over the past several years, SCA has received and responded to multiple quotation requests from Canadian Sourcewell Members, including municipalities, utilities, transportation authorities, and higher education institutions seeking street sweeping, stormwater maintenance, and hydro-excavation support. These engagements have enabled SCA to develop a clear understanding of regional service expectations, seasonal maintenance patterns, debris disposal requirements, and provincial regulatory considerations. SCA views these outreach and quoting activities as strategic groundwork for future operational presence in Canada. Where Canadian Members express sustained or recurring service need, SCA evaluates equipment mobilization feasibility, local labor availability, subcontractor support models (if appropriate), and long-term viability for establishing a regional service hub. SCA has a demonstrated history of responsibly expanding its service footprint in new markets when demand, contractual stability, and workforce development support sustainable operations.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	SCA is ready to support the entire United States as well as Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no customer segments or service categories that SCA excludes from participation. As a fully self-performing national provider, SCA is equipped and staffed to deliver comprehensive maintenance and environmental services to municipal, county, state, federal, educational, transportation, industrial, institutional, and nonprofit entities alike.	*

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Sweeping Corporation of America (SCA) is fully prepared to participate with Sourcewell Members located in Hawaii, Alaska, and other U.S. territories. In instances where SCA does not currently maintain a local operational presence, equipment mobilization fees may apply to cover the direct costs associated with transporting specialized equipment and personnel to the service location. These fees are strictly intended to offset logistics and transportation expenses and will not serve as a profit center for SCA. Any applicable mobilization or transportation charges will be clearly identified, discussed, and mutually agreed upon during the quotation phase—prior to the issuance of any Purchase Order by the participating Member. This transparent approach ensures cost predictability and fairness while enabling SCA to deliver consistent, high-quality, self-performed services to Members across all U.S. states and territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	SCA will have no restrictions for extending sales and support to Sourcewell Non-Profit Members. If extended payment terms are needed, they will be evaluated on a case-by-case basis. At the regional level, SCA's Regional Account Executives and Business Development Managers incorporate Sourcewell education into every client discussion, helping prospective Members understand eligibility, compliance benefits, and simplified procurement under the cooperative contract. SCA supports these efforts with professional marketing collateral, including digital brochures, one-page summaries, and email templates that explain how to purchase services directly through the Sourcewell agreement. In many cases, SCA hosts joint meetings, webinars, or virtual demonstrations to help Members transition to cooperative purchasing efficiently. SCA also collaborates directly with Sourcewell's marketing and Member relations teams to co-promote the contract through shared webinars, newsletters, and case studies. Together, they highlight successful municipal partnerships and demonstrate how cooperative procurement accelerates maintenance program implementation while saving administrative time and cost. Additionally, SCA conducts internal training for all sales and operations personnel to ensure consistent messaging, accurate contract communication, and full understanding of Sourcewell's eligibility and compliance requirements. At the local level, SCA integrates Sourcewell messaging into municipal workshops, stormwater compliance events, and regional industry meetings to educate decision-makers about available services. By combining national branding with regional outreach, SCA ensures that Sourcewell Members—whether large metropolitan departments or smaller rural agencies—receive consistent information and support. SCA tracks the effectiveness of its marketing program through key performance indicators, including Sourcewell-related inquiries, quotes generated, new Member activations, and total contract utilization. These metrics are reviewed quarterly by SCA's leadership and marketing teams to refine messaging, identify growth opportunities, and continuously improve outreach strategies. In summary, SCA's marketing strategy for promoting its Sourcewell partnership combines national visibility, local engagement, and data-driven outreach to ensure every eligible Member is aware of and can easily access SCA's self-performed services. Through coordinated branding, proactive communication, and collaboration with Sourcewell's Member relations team, SCA continues to expand the reach and impact of its cooperative contract while supporting Sourcewell's mission of simplifying procurement for the public sector."	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	

37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sweeping Corporation of America (SCA) has developed a comprehensive, multi-channel marketing strategy to promote its Sourcewell contract and raise awareness of the cooperative purchasing opportunity among public-sector agencies, educational institutions, and nonprofit organizations nationwide. This strategy leverages SCA's national footprint, regional expertise, and established industry relationships to increase participation, drive utilization, and strengthen long-term partnerships with Sourcewell Members. SCA integrates its Sourcewell partnership into all corporate and regional marketing efforts, positioning the cooperative contract as a trusted and efficient procurement vehicle that enables Members to access SCA's services without undergoing redundant solicitation processes. The Sourcewell logo and contract number are prominently featured in SCA's proposals, digital communications, and printed materials, reinforcing the partnership as a core part of the company's value proposition to government and institutional clients. The company promotes the Sourcewell contract through an extensive digital presence, including a dedicated section on SCA's website that educates prospective Members on the benefits of cooperative purchasing and provides a simple process for requesting a quote. This online strategy is supported by targeted campaigns on LinkedIn, email marketing to public works and procurement officials, and strategic SEO optimization to ensure that agencies searching for sweeping or infrastructure maintenance services discover SCA's Sourcewell solution quickly. SCA also emphasizes direct engagement through trade shows, conferences, and industry publications. The company regularly features Sourcewell branding and contract details at national events such as APWA PWX, WEFTEC, and state-level municipal conferences. SCA advertises in industry media including Public Works Magazine, APWA Reporter, Pavement Maintenance & Reconstruction, and Municipal Magazine, showcasing its self-performing capabilities and the accessibility of its services through Sourcewell. Representative copies of these materials and advertisements are provided in the supporting documents section of this proposal. At the regional level, SCA's Regional Account Executives and Business Development Managers incorporate Sourcewell education into every client discussion, helping prospective Members understand eligibility, compliance benefits, and simplified procurement under the cooperative contract. SCA supports these efforts with professional marketing collateral, including digital brochures, one-page summaries, and email templates that explain how to purchase services directly through the Sourcewell agreement. In many cases, SCA hosts joint meetings, webinars, or virtual demonstrations to help Members transition to cooperative purchasing efficiently. SCA also collaborates directly with Sourcewell's marketing and Member relations teams to co-promote the contract through shared webinars, newsletters, and case studies. Together, they highlight successful municipal partnerships and demonstrate how cooperative procurement accelerates maintenance program implementation while saving administrative time and cost. Additionally, SCA conducts internal training for all sales and operations personnel to ensure consistent messaging, accurate contract communication, and full understanding of Sourcewell's eligibility and compliance requirements. At the local level, SCA integrates Sourcewell messaging into municipal workshops, stormwater compliance events, and regional industry meetings to educate decision-makers about available services. By combining national branding with regional outreach, SCA ensures that Sourcewell Members—whether large metropolitan departments or smaller rural agencies—receive consistent information and support. SCA tracks the effectiveness of its marketing program through key performance indicators, including Sourcewell-related inquiries, quotes generated, new Member activations, and total contract utilization. These metrics are reviewed quarterly by SCA's leadership and marketing teams to refine messaging, identify growth opportunities, and continuously improve outreach strategies. In summary, SCA's marketing strategy for promoting its Sourcewell partnership combines national visibility, local engagement, and data-driven outreach to ensure every eligible Member is aware of and can easily access SCA's self-performed services. Through coordinated branding, proactive communication, and collaboration with Sourcewell's Member relations team, SCA continues to expand the reach and impact of its cooperative contract while supporting Sourcewell's mission of simplifying procurement for the public sector.	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Sweeping Corporation of America (SCA) employs a comprehensive, integrated technology ecosystem to ensure that services delivered under the Sourcewell contract are transparent, efficient, verifiable, and consistently managed across all operating regions. Salesforce CRM serves as the centralized platform for managing Sourcewell Member engagement, tracking outreach, maintaining account history, and coordinating proposal development. This is paired with Salesforce Field Service Management, which schedules work orders, assigns field crews, and provides real-time service status visibility to regional leadership—ensuring synchronized communication from initial request through final invoicing. In the field, SCA utilizes Samsara in-cab telematics, which captures high-resolution GPS routing, broom and vacuum engagement, jetting activity logs, equipment performance diagnostics, and safety behavior indicators. This system ensures service performance is verifiable rather than assumed. Through the Samsara API, service and route data can be exported directly into Member asset management systems, work order platforms, or compliance reporting systems, simplifying documentation required for MS4/NPDES stormwater reporting and pavement or utility maintenance planning. To maintain high equipment reliability and readiness, SCA uses Fleetio to track preventive maintenance schedules, inspection records, repair histories, and fleet utilization metrics—reducing downtime and ensuring equipment consistently deploys in safe, fully operational condition. Smartsheet is used for workforce coordination and multi-site project management, allowing regional supervisors to plan recurring sweeping routes, sewer jetting rotations, catch basin cleaning cycles, and seasonal maintenance programs, while maintaining visibility into progress and work completion across teams and locations. Safety during roadway operations is enhanced through HAAS Alerts, which broadcast real-time "Slow Down / Move Over" digital warnings to approaching motorists through navigation apps, smart vehicles, and fleet telematics networks. This reduces roadside strike risk and supports public and operator safety compliance. Route efficiency is improved using Route4Me, which optimizes sweeping and service routing to reduce fuel consumption, minimize unnecessary mileage, increase daily productivity, and reduce environmental impact. For underground infrastructure maintenance and inspection, SCA deploys CUES CCTV inspection systems to capture detailed video and structural condition data of sewer and stormwater systems. These inspections are analyzed using SewerAI, which applies AI-assisted defect identification and automated PACP/LACP/MACP coding, enabling faster, more consistent, and more actionable infrastructure condition reporting. These outputs integrate directly into municipal GIS/CMMS asset management systems, supporting long-term capital planning and rehabilitation prioritization. All of these tools are brought together through SCA's proprietary TruSweep™ service verification system, which allows Sourcewell Members to view service completion in real time, including geo-fenced area confirmation, timestamps, operator activity logs, route trace overlays, and historical performance records. TruSweep™ ensures that sweeping and maintenance services are fully documented, defensible, and audit-ready. Together, these integrated technologies allow SCA to deliver nationally consistent, locally responsive service, ensuring that every Sourcewell Member receives clear communication, verified work completion, optimized operational efficiency, and documentation that supports environmental compliance and long-term asset maintenance planning.	*

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sweeping Corporation of America (SCA) views Sourcewell as a strategic national partner whose role is to promote awareness of competitively awarded cooperative contracts and to educate public agencies, educational institutions, and nonprofit organizations on how to access qualified service providers through a simplified and compliant procurement process. Sourcewell serves as a trusted intermediary, connecting its Members with proven contractors like SCA and providing the tools, training, and outreach necessary to expand utilization of these contracts nationwide. Through its website, Member education programs, and cooperative purchasing resources, Sourcewell amplifies visibility for awarded suppliers and ensures that agencies understand the value, compliance, and efficiency inherent in using its competitively awarded contracts. SCA fully integrates the Sourcewell-awarded agreement into its sales, marketing, and customer education process, ensuring that Sourcewell Members clearly understand both the procurement advantages and the full range of services available under the contract. Every SCA Regional Account Executive and Business Development Manager receives formal training on Sourcewell's structure, eligibility criteria, and service scope. During the engagement process, SCA representatives actively educate Members on the company's self-performed service offerings, including street and highway sweeping, parking lot sweeping, stormwater and catch basin cleaning, jet/vacuum services, hydro-excavation, CCTV pipe inspection, and facility and grounds maintenance. Each conversation emphasizes how these services can be procured directly through the Sourcewell contract without duplicating competitive solicitation or administrative effort. To reinforce this education, SCA embeds Sourcewell contract details into its marketing materials, proposals, and online content, ensuring Members can easily identify which SCA services are covered and how to request a quote. SCA also collaborates directly with Sourcewell's marketing and Member relations teams to co-host informational webinars, publish joint case studies, and develop digital content that highlights successful projects performed under the contract. These joint efforts not only raise awareness of SCA's specialized service capabilities but also help Members understand how those services directly support MS4 compliance, stormwater management, environmental health, and public works efficiency goals. Operationally, SCA has built Sourcewell integration into its CRM and order-tracking systems, enabling seamless processing of Member inquiries and transparent reporting on all Sourcewell-related activities. When a Member elects to engage SCA through Sourcewell, the order, quotation, and invoicing processes are aligned to contract terms, ensuring compliance and consistent documentation. In summary, Sourcewell's role is to expand national awareness and provide a trusted cooperative platform, while SCA's role is to ensure every Member understands exactly which services are available, how they are delivered, and how they can be procured efficiently through the Sourcewell agreement. Together, this partnership combines education, compliance, and direct service expertise to deliver streamlined, high-quality infrastructure and maintenance solutions for public-sector customers across the United States.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	SCA's services will not be available through an automated e-procurement ordering process, as each customer location presents unique site conditions, access requirements, and service variables. To ensure accuracy, safety, and proper scope development, all projects must first be reviewed by an SCA Regional Sales Manager or designated representative prior to quoting. This on-site or virtual assessment allows SCA to evaluate the specific needs of the Member—such as pavement type, drainage layout, debris volume, traffic control requirements, and environmental considerations—so that pricing and service recommendations are fully aligned with the Member's expectations and the Sourcewell contract terms. This personalized approach ensures that every proposal reflects the correct scope of work, optimal equipment deployment, and the highest standard of service quality.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	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.	SCA will not provide training as part of the scope of this contract. Sweeping Corporation of America (SCA) operates as a self-performing service provider, delivering all work directly through its own trained personnel, equipment, and operational resources.	*
42	Describe any technological advances that your proposed Solutions offer.	Sweeping Corporation of America (SCA) delivers advanced, data-driven sweeping and infrastructure maintenance services supported by an integrated suite of telematics, digital verification tools, asset assessment systems, and high-performance fleet equipment. At the core of SCA's transparency platform is TruSweep™, SCA's proprietary service verification system. TruSweep™ uses geo-fencing, GPS route playback, broom/vacuum engagement	

		monitoring, and automated work-time validation to confirm that sweeping occurred precisely within contracted areas. Through the TruSweep™ portal—accessible via desktop and mobile—Sourcewell Members can view real-time route activity, verify performance parameters (such as sweeping speed or broom engagement duration), generate service logs, and review historical performance without requiring on-site inspection personnel. This ensures verifiable compliance with MS4/NPDES stormwater pollutant reduction reporting. All sweepers, jet/vac units, hydro-excavation trucks, and inspection vehicles are equipped with Samsara telematics, providing live GPS, engine performance diagnostics, operator behavior alerts, and time-stamped service verification. SCA integrates these data outputs via Samsara API to Member GIS, CMMS, and public works reporting systems. Fleet condition and maintenance readiness are managed using Fleetio, while Salesforce CRM and Salesforce Field Service Management coordinate proposals, contract scheduling, service dispatching, and work documentation across SCA's nationwide operating network. Project planning, seasonal sweeping coordination, and multi-site program tracking are managed in Smartsheet, while Route4Me optimizes routing to reduce fuel consumption, unnecessary travel mileage, and greenhouse gas emissions. HAAS Alerts provide digital "Slow Down / Move Over" warnings to nearby motorists, enhancing roadway safety during operations. SCA maintains a modern, high-performance sweeping fleet selected for reliability, productivity, and environmental responsibility: Schwarze M6 Avalanche® Mechanical Sweeper: Heavy-duty 5–6 cubic yard mechanical broom sweeper designed for municipal routes and DOT roadway work. Features the Schwarze® Easy Change Conveyor System and free-floating drag shoes for durability and reduced maintenance downtime. PM-10 compliant dust suppression supports improved air quality and stormwater protection. Elgin® Broom Bear Mechanical Sweeper: Four-wheel, single-engine mechanical sweeper that reduces fuel use and service costs while supporting extended sweeping intervals with a large hopper and water tank. Offers variable dump height and 11-inch side-shift for efficient disposal operations. CNG configuration is available to support reduced-emission municipal fleet goals. NiteHawk Osprey II® Regenerative Air Sweeper: Ideal for parking decks, garages, and low-clearance areas, the Osprey II operates with a single-engine hydraulic power system, significantly reducing fuel consumption and noise levels. Its regenerative air system provides powerful sweeping with minimized particulate rebound and dust. For sewer and stormwater maintenance: Vactor 2100i® Combination Jet/Vac Truck: Designed with the SmartTruck™ automated control interface, providing operator guidance for water flow, vacuum power, boom positioning, and system diagnostics. Enhances job-site efficiency, reduces operator fatigue, and improves consistency across sewer jetting, storm drain cleaning, catch basin maintenance, and utility daylighting applications. For infrastructure inspection and asset analysis: CUES Mainline and Lateral CCTV Inspection Systems: SCA utilizes CUES TV/LAMP and mainline crawler systems capable of pan-tilt-zoom video capture in sanitary and stormwater systems. These systems support high-resolution visual inspection, laser profiling, structural evaluation, infiltration analysis, and lateral service identification. CUES units integrate directly with NASSCO-formatted inspection software and are installed in climate-controlled inspection vehicles for safe year-round operation. SewerAI Cloud-Based Video Analytics & Condition Coding: SewerAI uses AI-assisted defect recognition to automatically detect, classify, and code pipe defects according to NASSCO PACP, LACP, and MACP standards. SewerAI accelerates reporting speed, improves coding consistency across operators, and generates standardized digital inspection records compatible with municipal GIS and CMMS asset management systems. This enables data-driven prioritization of rehabilitation projects, lining programs, and capital planning. To ensure safe operations in active traffic environments, SCA equips road-side operations with Scorpion II® Truck-Mounted Attenuators, MASH TL-3 tested, providing full-width and side-angle crash protection during sweeping and stormwater work. All fleet acquisitions meet or exceed EPA Tier 4 Final emissions requirements, and equipment selection prioritizes fuel efficiency, particulate reduction, noise control, and operational reliability—supporting Sourcewell Members' sustainability and stormwater quality goals.	*

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Sweeping Corporation of America (SCA) is committed to environmentally responsible operations and continuously invests in equipment, technology, and work practices that reduce emissions, improve air quality, limit noise pollution, and support stormwater protection. SCA's fleet modernization strategy prioritizes the use of EPA Tier 4 Final and CARB-compliant sweepers, jet/vac trucks, and service vehicles, which significantly reduce particulate matter (PM), nitrogen oxides (NOx), carbon monoxide, and greenhouse gas emissions compared to legacy engine platforms. SCA's proprietary TruSweep™ digital verification system also contributes to sustainability by eliminating unnecessary sweeping passes and optimizing routing efficiency, resulting in reduced fuel usage and minimized carbon footprint. Additionally, SCA's sweeping and stormwater maintenance services directly support MS4, NPDES, and TMDL stormwater quality compliance by removing sediment, metals, hydrocarbons, and trash before they enter waterways, improving environmental outcomes for the communities SCA serves. SCA partners with Schwarze Industries, a manufacturer recognized for its environmentally responsible sweeper designs, to supply many of its heavy mechanical and regenerative air sweeping units. Schwarze sweepers are built with features such as regenerative air filtration and dust suppression systems that reduce airborne PM-10 and PM-2.5 emissions. Many Schwarze models—including the Schwarze M6 Avalanche®—are certified to meet South Coast Air Quality Management District (SCAQMD) Rule 1186 for PM-10 compliant sweeping, and are engineered for reduced fuel consumption and quieter operation. Schwarze also follows ISO-9001 quality management standards, ensuring consistent environmental and manufacturing performance. Together, SCA's operational practices and Schwarze's eco-focused equipment contribute to cleaner air, healthier stormwater systems, and improved sustainability performance for Sourcewell Members.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions 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.	*

45	Describe any performance and service standards, warranties, and/or guarantees, that apply to your services, including any relevant policies, metrics, KPIs, etc.	SCA recognizes that timely response and clear communication are essential to public works operations. Upon receiving an inquiry or request for service, SCA will acknowledge the request within 24 hours and will provide pricing and a formal quote within 3–5 business days, depending on scope and whether a site assessment is required. Urgent or emergency requests will be prioritized for accelerated review and response. SCA will assign the Operations Supervisor or a designated Site Management representative to review the work performed and schedule any required corrections within 48 hours. SCA's quality performance goal is to remove at least 95% of typical roadway debris during each scheduled sweeping cycle. If any service deficiencies are identified through audit or inspection, SCA will perform follow-up sweeping at no additional cost to the Sourcewell Member. In the event of recurring performance concerns, SCA will provide a formal Corrective Action Plan outlining the issue, corrective measures, and targeted completion timelines. SCA will furnish daily service reports to Sourcewell Members by 10:00 AM, detailing route locations, personnel assigned, equipment utilized, hours worked, and disposal documentation for collected debris. In addition, Sourcewell Members will have continuous access to SCA's TruSweep™ service verification platform, which provides real-time sweeping activity data including: a) Vehicle identification b) Operator assignment c) System status indicators (water, broom, auxiliary engine) d) Live GPS and activity tracking (direction, speed, dwell points) e) Route playback history and timestamp reporting To support transparency and audit readiness, examples of completed sweeping verification reports and CCTV pipe inspection reports are included in the exhibits to this proposal. These samples demonstrate the level of documentation, traceability, and standardized reporting that SCA provides to Members. SCA utilizes sweepers that meet PM-10 particulate emissions control standards, applying water-based dust suppression while avoiding use in temperatures at or below 40°F to prevent roadway icing. Sweeping will not be conducted during heavy rain, snow, or other conditions where performance or safety would be compromised. For catch basin cleaning, storm/sewer jetting, and CCTV pipeline inspection, SCA adheres to the local municipal or utility authority's technical standards. If any work is deemed incomplete or below required specifications, SCA will re-perform the services at no additional cost to the Member. SCA stands behind the quality of its work and will correct any service that does not meet contract expectations or the Member's reasonable satisfaction, ensuring a consistent, reliable, and accountable service delivery experience across all regions.	*

46	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?	SCA offers Sourcewell participating entities a uniquely integrated combination of modern equipment performance, highly trained operators, and proven safety and compliance programs, delivering long-term value that is unmatched in this sector. Because SCA self-performs all sweeping, sewer jetting, hydro-excavation, pipe inspection, and related public works services, Sourcewell Members gain access to a comprehensive set of infrastructure maintenance capabilities through a single contracting entity—reducing administrative burden, simplifying project coordination, and ensuring service consistency across multiple jurisdictions. This breadth of service offerings is not commonly available from regional or niche providers, and allows Members to source a wide range of maintenance activities under a unified, nationally supported program. Operator Efficiency and Real-Time Operational Visibility: SCA's field teams utilize advanced technology platforms—including TruSweep™ service verification, Samsara telematics, Fleetio fleet maintenance management, CUES CCTV pipeline inspection systems, and SewerAI analytics—which provide operators with greater control, clearer work requirements, and real-time performance feedback. This leads to more efficient production rates, fewer repeat visits, continuous operational oversight, and improved documentation that directly supports municipal stormwater and asset management programs. Enhanced Safety and Reduced Community Disruption: SCA's services and equipment are optimized for safe operation in high-traffic, limited-access, and sensitive environments, including bridges, tunnels, dense urban roadways, residential neighborhoods, and airport or industrial sites. Use of Scorpion II® MASH TL-3 attenuators, PM-10 compliant sweepers, hydro-excavation equipment for non-destructive utility exposure, and crew safety protocols aligned with MUTCD and OSHA standards help prevent incidents and reduce disruption to the traveling public and surrounding communities. Custom Program Design for Every Member: No two municipalities or public agencies have identical assets, climates, stormwater demands, or operational constraints. SCA's service model is designed to be customized—sweeping frequency, sewer system cleaning schedules, water management considerations, crew size, operational hours, and reporting formats are all tailored to the Member's operational environment and regulatory obligations, rather than forcing a standardized approach. Demonstrated Reliability in Public Sector Operations: SCA currently supports hundreds of city, county, DOT, public utility, education system, and transportation agency customers across the United States, many of whom have long-standing contracts covering critical infrastructure corridors. This track record demonstrates that SCA not only delivers high-quality services, but does so consistently, safely, and with transparency—a key priority for agencies managing public funds, public trust, and environmental compliance outcomes.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
47	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		◌ Yes ◉ No	Sweeping Corporation of America (SCA) is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business; however, SCA is committed to supporting supplier diversity across its operations. SCA actively seeks opportunities to partner with, subcontract to, and procure from certified firms whenever feasible and aligned with project scope and regional requirements.	*
48		Minority Business Enterprise (MBE)	◌ Yes ◉ No	N/A	*
49		Women Business Enterprise (WBE)	◌ Yes ◉ No	N/A	*
50		Disabled-Owned Business Enterprise (DOBE)	◌ Yes ◉ No	N/A	*
51		Veteran-Owned Business Enterprise (VBE)	◌ Yes ◉ No	N/A	*
52		Service-Disabled Veteran-Owned Business (SDVOB)	◌ Yes ◉ No	N/A	*
53		Small Business Enterprise (SBE)	◌ Yes ◉ No	N/A	*
54		Small Disadvantaged Business (SDB)	◌ Yes ◉ No	N/A	*
55		Women-Owned Small Business (WOSB)	◌ Yes ◉ No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	NET 30 day terms for payment. Payments may be made by Check, ACH transfer, wire transfer, or credit card.	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	SCA does not offer any leasing or financing options as this contract is service based.	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Please see the attached Street sweeping and Sewer Jetting agreements that may be utilized for Sourcewell Members. These agreements are able to be modified for other public works related services.	*
59	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?	SCA does accept P-card payments. There are no additional fees associated with this process.	*

60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	It is SCA's intent to offer a percentage discount off the published labor rates to all Sourcewell Members for the services included under this contract. This discount is applied to the labor and service margin portion of the pricing structure, ensuring Members receive direct and transparent cost savings. Certain cost components—such as water usage, disposal/dump fees, and equipment mobilization—are invoiced strictly at actual cost as pass-through charges, with no markup or profit added. This pricing approach has been successfully implemented with Sourcewell Members for multiple years and is widely regarded as clear, predictable, and easy to understand, which helps streamline the entire process from initial quote to final invoice. By utilizing a simple percentage discount model paired with transparent at-cost billing, SCA ensures Members experience a smooth, consistent, and efficient procurement and billing process under this cooperative agreement.	*
61	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 for all posted rates. This discount has been successful for SCA and the Sourcewell members to ease the pricing process and helped SCA grow their customer base and Sourcewell members.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	SCA does not off any quantity or volume discounts.	*
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Costs such as water usage and disposal/dump fees will be billed strictly as pass-through expenses at actual cost with no added markup. Items considered "open market" and outside the contract scope will be invoiced at cost plus 20%.	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	SCA will charge for water used in the provision of services only when the Member does not supply water on-site, and such charges will reflect local water rates. SCA will also charge disposal fees when a Member requests that SCA transport and dispose of collected debris; these charges will be invoiced strictly as pass-through costs and will be supported by weight tickets or disposal receipts. Depending on the Member's location relative to the nearest SCA operating branch, equipment mobilization and fuel charges may apply. All such charges will be clearly identified and quoted in advance, prior to any Member issuing a Purchase Order. SCA is the sole entity responsible for invoicing these items. No third parties will bill fees directly to the Member. This approach maintains transparency, ensures cost accountability, and allows Members to understand all project-related expenses upfront.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell 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.	*
66	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.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable for a service provider	*

68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	SCA has established a built-in self-audit and contract compliance process to ensure accurate reporting of all Sourcewell contract activity. DuCo, LLC serves in a consulting support role, assisting SCA with Sourcewell-related quotation review, documentation accuracy, and reporting oversight. By participating in the quotation and order review process, DuCo helps ensure that contract terms and pricing are applied consistently and that Sourcewell transactions are clearly identified at the time of order, eliminating the need for after-the-fact data gathering or correction. Each quotation prepared for a Sourcewell Member clearly references the applicable Sourcewell contract number, and Members are required to include this contract number on their Purchase Order. When a Purchase Order is received, it is shared with DuCo, allowing both SCA and DuCo to verify that the order is being placed under the Sourcewell contract and should be recorded accordingly. This ensures that each sale is logged and coded immediately on a centralized Sourcewell sales tracking spreadsheet, which streamlines quarterly reporting and supports timely contract compliance submissions. As an additional quality control step, SCA performs a secondary contract verification at the time of payment, confirming that the correct cooperative contract was used and that the revenue is accounted for appropriately. This two-level verification process, supported by DuCo's consulting oversight, provides consistent, accurate, and transparent reporting, while ensuring compliance with all Sourcewell contract terms and conditions.	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	SCA values the opportunity to serve Sourcewell Members and is committed to continuously aligning its services with Member needs. To support this commitment, SCA evaluates Sourcewell contract performance quarterly and annually, reviewing utilization, regional participation, and service adoption trends. This structured performance review process guides targeted sales coaching, regional follow-up, and participation in ongoing Sourcewell-led training and engagement initiatives. This approach has proven successful, as demonstrated by SCA's 185% growth of Sourcewell member engagement. SCA's consistent year-over-year growth reflects increased Member awareness, improved contract education, and expanded service delivery across the United States. To ensure continued momentum, SCA maintains a formal annual marketing and outreach plan designed to drive proactive engagement with new and existing Sourcewell Members. This plan includes coordinated digital outreach, participation in public works and stormwater conferences, integration of Sourcewell messaging into regional business development efforts, and collaborative promotions with Sourcewell's Member relations team. Through this structured planning and continuous performance evaluation process, SCA remains focused on expanding contract utilization, supporting Member needs, and delivering measurable value throughout the life of the agreement.	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	SCA will pay a 1% fee for associated service performed under the contract. The fee will not be associated to items that are classifies as "pass through" such as, water used, mobilization, or dump fees.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	SCA recognizes the value that Sourcewell's national cooperative contract provides in supporting public agencies across diverse regions. In alignment with that mission, SCA has discounted its pricing to ensure Members receive consistent, cost-effective, and high-quality service nationwide.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
72	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Street Sweeping Services – Street sweeping is the routine cleaning of roads to remove trash, dirt, leaves, and other material that collect along curbs and gutters. Special sweeping trucks are used for this work. These trucks may use large rotating brushes, strong air pressure and suction, or a combination of both to lift debris from the roadway. Each sweeper is equipped with water spray systems to keep dust from becoming airborne, dual gutter brooms to clean along the curb line, and a sweeping head that provides a wide cleaning path. The equipment used must be properly maintained, safe, and operated in the same direction as traffic flow. During sweeping operations, the contractor provides everything needed to complete the work safely and effectively, including trained operators, supervision, equipment, fuel, maintenance, and transportation. The City supplies access to water for dust control. All roadway areas where debris naturally collects—including medians, intersections, turn lanes, and bridge surfaces—are included in the cleaning process. Typical debris removed includes dirt, gravel, leaves, small branches, litter, and material washed or blown into the roadway. Large storm-damaged limbs or hazardous debris are not part of routine sweeping and are handled separately. All debris collected must be transported and disposed of at a licensed facility that is approved to accept street sweeping waste. The contractor is responsible for proper disposal and must provide documentation such as certified weight tickets to verify material collected and disposed. Street sweeping is performed during daylight hours, except on major holidays, and will not take place during severe weather conditions when the work would be unsafe or ineffective. Environmental Impact Street sweeping plays a critical role in protecting local waterways and the overall environment. Rainfall washes anything left on the streets—such as trash, sediment, oil residue, and leaf litter—into storm drains. These storm drains flow directly to streams, rivers, and lakes without treatment. If debris is not removed, it contributes to water pollution, algae growth, storm drain blockages, localized flooding, and harm to fish and wildlife. By regularly removing debris before it reaches the storm system, street sweeping: • Prevents pollution from entering rivers and lakes • Reduces nutrients that cause algae blooms • Keeps storm drains and culverts from clogging and flooding • Improves neighborhood cleanliness and appearance • Reduces airborne dust and improves local air quality In short, street sweeping is one of the simplest and most effective tools a community has to protect its environment, meet stormwater regulations, and keep streets safe and clean for residents. Sewer Jetting Services – Sewer jetting is the process of cleaning underground sewer and stormwater pipes

using high-pressure water. A specialized truck called a JetVac or vacuum jetter is used for this work. The truck pushes a strong stream of water through a hose and nozzle that travels through the pipe. The high-pressure water loosens and breaks up built-up material such as grease, sand, grit, roots, trash, and sediment. At the same time, the vacuum system removes the loosened material from the pipe so it does not continue downstream or clog the system again.

The contractor is responsible for providing all labor, trained operators, equipment, fuel, traffic control, and supervision necessary to complete the work safely. The City provides access to water as needed. Jetting services include cleaning sewer mains, storm drains, catch basins, culverts, and manholes. Areas where debris naturally settles—such as low points in the pipe system, bends, intersections, and outfalls—are specifically targeted.

Typical debris removed includes sand, gravel, grease buildup, wipes, rags, leaves, and small root intrusions. Items too large for removal, structural pipe failures, or collapsed sections are noted and reported to the City for follow-up repair or maintenance.

All material removed from the sewer system must be collected, transported, and disposed of at a licensed facility that is permitted to accept wastewater solids. The contractor is responsible for disposal and must provide documentation such as weight tickets and disposal logs to confirm proper handling.

Jetting operations are performed during daytime hours unless otherwise directed. Work is paused during severe weather conditions or flooding when it may be unsafe or ineffective.

Public Health and the Environment Impact

Sewer jetting prevents sewer backups, overflows, and environmental contamination. Over time, grease, sediment, and debris accumulate inside pipes. If not removed, this buildup can cause blockages—which force sewage to back up into streets, homes, or businesses, or overflow into streams and rivers.

Regular jetting:
- Prevents sanitary sewer overflows (SSOs)
- Reduces flooding and standing water during heavy rains
- Keeps stormwater flowing freely to prevent roadway and neighborhood flooding
- Protects water quality by preventing sewage from leaking into waterways
- Helps maintain compliance with environmental and stormwater regulations (NPDES/MS4)
- Extends the lifespan of the sewer and drainage system by reducing strain

Sewer jetting is one of the most effective proactive maintenance steps a community can take to protect public health, reduce emergency repair costs, and safeguard rivers, lakes, wetlands, and groundwater.

Hydro Excavation Services –

Hydro excavation is a method of digging that uses high-pressure water and a powerful vacuum to remove soil in a safe and controlled way. Instead of using a mechanical excavator or backhoe, which can accidentally damage buried utilities, hydro excavation breaks up the ground with water and then immediately vacuums the loosened soil into a sealed holding tank. This allows crews to precisely expose underground pipes, cables, fiber lines, water mains, and other infrastructure without causing harm.

The contractor supplies all trained personnel, hydro excavation trucks, hoses, nozzles, vacuum systems, water supply equipment, traffic control, fuel, and safety measures needed to perform the work. Hydro excavation is commonly used for utility locating, potholing, trenching, repair exposure, sign or pole installation, and drainage maintenance. It is especially valuable in areas where underground utilities are crowded, unknown, or mapped incorrectly. The City provides access to water sources as needed, and all work is performed following proper safety, utility coordination, and confined space awareness protocols.

All soil and material removed during excavation is collected in a sealed debris tank on the truck and then transported by the contractor to a licensed disposal or designated spoil site approved to receive hydro excavation waste. The contractor maintains documentation of disposal locations and quantities and provides records to the City when required.

Hydro excavation services are typically performed during daytime hours, unless otherwise scheduled, and operations will pause during extreme weather conditions or when surface conditions prevent safe entry or truck access.

Safety and the Environment

Hydro excavation helps protect underground utility networks, prevent service outages, and reduce the risk of damage that could lead to emergency repairs, contamination, or safety hazards. Traditional digging methods can accidentally break water lines, sewer pipes, gas mains, electrical lines, or fiber internet cables. These incidents can cause service disruptions, dangerous leaks, expensive repairs, and environmental harm.

By using controlled water pressure instead of heavy machinery, hydro excavation:
- Reduces the risk of utility strikes and public safety hazards
- Prevents accidental spills or leaks from damaged sewer or fuel lines
- Reduces disturbance to surrounding soil, vegetation, and drainage patterns
- Prevents unnecessary excavation and soil displacement
- Minimizes project footprints, helping preserve natural and built environments
- Supports accurate, efficient maintenance and infrastructure planning

Hydro excavation is recognized as one of the safest and most environmentally responsible methods for exposing underground utilities and performing precision excavation work. It protects public infrastructure, safeguards workers and residents, and helps maintain the reliability of essential utility services throughout the community.

Underground Inspection & Monitoring Services –

Underground inspection and monitoring services involve the use of specialized camera equipment to evaluate the inside condition of sewer lines, storm drains, culverts, and other buried pipe systems. A remote-controlled CCTV camera crawler or push camera is placed into the pipe and driven through the line. The camera provides high-resolution video footage so crews can see the inside of the pipe in real time and record its condition. This allows the City to identify blockages, cracks, joint separations, corrosion, root intrusion, collapsed sections, and signs of pipe failure without digging or disturbing the surrounding area.

The contractor provides trained inspection technicians, video inspection units, software, lighting, reporting equipment, traffic safety controls, and all other tools required to perform the service. Each inspection is documented using standardized coding methods such as PACP (Pipeline Assessment and Certification Program) or an equivalent nationally recognized condition rating system. The results allow the City to prioritize repairs, prevent sewer failures, and plan long-term infrastructure maintenance.

All field data, recorded video, photographs, and inspection notes are stored and delivered to the City. Where problems are identified, the contractor flags the location using GPS coordinates, manhole references, or station footage measurements so repairs can be scheduled efficiently. If the inspection reveals a blockage, root growth, or sediment build-up that prevents proper flow, the contractor will notify the City immediately so sewer jetting or cleaning can be performed.

Underground inspections are typically performed during daytime hours but can be scheduled during off-peak traffic periods when required. Work will pause during heavy rain or flooding when sewer levels are too high to safely or accurately inspect. *

Public Health and the Environment Impact

Most sewer and stormwater systems are buried underground, meaning problems are often invisible until failure occurs. If a pipe becomes blocked or collapses without being detected, sewage and stormwater can overflow into streets, homes, and waterways.

Routine inspection:
- Prevents sewage backups and environmental contamination
- Helps cities find and fix issues before they become emergencies
- Reduces repair costs by catching early-stage deterioration
- Supports compliance with MS4/NPDES stormwater regulations
- Protects rivers, creeks, lakes, wetlands, and groundwater from pollution
- Extends the life of underground infrastructure

By identifying blockages, leaks, and structural issues early, inspection services help maintain reliable flow, protect water quality, prevent flooding, and reduce costly emergency repairs. It is one of the most effective preventive maintenance tools available to ensure the health and resilience of the community's underground utility network.

Utility Locating, Maintenance, Rehabilitation, and Related Service –

Locating, maintenance, and rehabilitation services are used to find, assess, and restore underground utility systems such as water lines, sewer mains, storm drains, gas lines, fiber optic conduits, and communication cables. Because these systems are buried, it is essential to know exactly where they are and what condition they are in before any digging, repairs, or construction work is performed.

Locating services use technology such as ground penetrating radar (GPR), electromagnetic sensors, mapping software, and utility record research to determine the precise location and depth of buried utilities. This helps prevent accidental damage during excavation and ensures work can be performed safely, efficiently, and in the correct location.

Maintenance services include routine cleaning, root removal, sediment and debris extraction, flow monitoring, and verification checks to ensure that water and sewer pipelines are operating as designed. These services help prevent backups, clogs, flooding, and structural failures.

Rehabilitation services are used to repair or restore underground systems without the need for extensive digging. Technologies such as Cured-In-Place Pipe (CIPP) lining, pipe patching, joint seals, and trenchless point repairs allow damaged pipes to be renewed from the inside. This extends the life of the system, reduces disruption to roads and neighborhoods, and avoids the high cost of full pipe replacement.

The contractor supplies all skilled personnel, specialized locating equipment, inspection tools, trenchless repair systems, safety controls, and necessary reporting documentation. Work is typically coordinated with sewer jetting and CCTV inspection programs so that issues can be identified early and repaired strategically.

All work is performed following state, federal, OSHA, and utility safety standards. Project records, maps, inspection logs, and rehabilitation reports are provided to the City to maintain accurate long-term infrastructure records.

Safety, Reliability, and the Environment

Underground utility networks are essential for daily life—delivering clean water, removing wastewater, supporting communications, and protecting public health. When these systems fail, the impacts can be severe:

- Sewage backups into homes and businesses
- Contamination of rivers, lakes, and groundwater
- Gas leaks or electrical hazards
- Costly emergency repairs and road closures
- Service outages affecting entire neighborhoods

Routine locating, maintenance, and rehabilitation prevent these failures before they occur.

These services are critical because they:

- Protect the environment by preventing sewage or stormwater from escaping underground infrastructure
- Reduce the risk of utility strikes during construction or excavation
- Extend the lifespan of existing pipelines, avoiding premature replacement
- Support regulatory compliance, including MS4/NPDES stormwater requirements
- Minimize neighborhood disruption, traffic closures, and excavation scars
- Improve system reliability and community resilience

By combining precise locating, proactive maintenance, and modern trenchless rehabilitation technologies, communities can protect public health, safeguard natural water resources, and ensure the long-term reliability of critical underground utility systems.

Additional Related Public Works Services

- Storm and Disaster Response

Rapid deployment of crews, vacuum units, and sweeping equipment to clear streets, drainage systems, and public facilities following storms, flooding, hurricanes, or emergency events, helping restore safe access, prevent additional infrastructure damage, and support community recovery efforts.

- Parking Lot Sweeping

Routine sweeping for schools, municipal complexes, libraries, transit stations, parks, public housing, courthouses, and administrative facilities to maintain clean public spaces, reduce slip hazards, and support stormwater best management practices (BMPs).

- Porter Services

Daily or scheduled grounds-keeping support for civic buildings, campuses, transit centers, recreation facilities, and public event venues, including trash receptacle service, walkway clearing, and general exterior upkeep to maintain a clean and safe public environment.

• Litter and Debris Removal
Manual and equipment-assisted removal of trash and windblown debris along roadways, medians, sidewalks, trails, bus stops, pedestrian corridors, parks, and municipal campuses to improve community appearance and reduce pollutant loading into storm systems.

• Catch Basin / Storm Drain Cleaning
Removal of sediment, leaves, and debris from stormwater inlets to prevent flooding, maintain drainage system performance, and help local governments meet MS4 stormwater permit requirements.

• Manhole Inspection (NASSCO MACP)
Manhole inspections are performed to assess structural condition, identify defects, evaluate flow conditions, and document asset status using standardized NASSCO MACP reporting, enabling public agencies to plan maintenance and rehabilitation funding responsibly.

• Stormwater System Maintenance & Asset Mapping
Cleaning, inspection, and GIS documentation of municipal stormwater infrastructure—such as culverts, manholes, ditches, retention/detention areas, and outfalls—to support regulatory reporting, grant qualification, and capital planning.

• Regenerative Air Sweeping (Low-Clearance / Garage Sweeping)
Low-profile sweeping for parking decks at city halls, hospitals, universities, and transit hubs, using quiet, single-engine sweepers designed for enclosed structures and minimal public disruption.

• Construction Site & Trackout Control Sweeping
Compliance sweeping for city, DOT, or campus construction projects to prevent dirt and sediment from entering public roadways and stormwater systems, supporting erosion control and environmental compliance.

• Industrial Facility Sweeping & Yard Cleaning
Sweeping and debris removal for municipal utility yards, maintenance depots, public transportation hubs, and waste management facilities, reducing dust, improving safety, and supporting regulatory inspections.

• Vacuum Truck Support Services (Non-Excavation Applications)
Vacuum removal of sediment, sludge, and debris from lagoons, retention ponds, vaults, grit chambers, utility tunnels, and drainage structures to maintain flow and operational reliability.

• Sanitary Sewer and Stormwater System Condition Assessment & Reporting
Evaluation of public sewer and stormwater systems to identify structural failure risks, blockages, infiltration, and flow restrictions—supporting capital improvement and grant funding justification.

• Waste & Spoils Transportation and Disposal (Permitted Hauling)
Legal transport and disposal of collected debris, leaf material, and stormwater sediment in compliance with state environmental regulations, with full documentation for audit and reporting.

• Traffic Control / Work Zone Safety Support
Deployment of MUTCD-compliant signage, cones, lane closures, and Truck-Mounted Attenuators to ensure safe conditions for municipal crews and the public during maintenance activities.

• Event Cleanup and Public Venue Grounds Maintenance
Cleanup support before, during, and after community events, parades, festivals, school athletics, and civic gatherings, ensuring public spaces return to safe and clean conditions quickly.

• Snow Response Support (Non-Plowing)
Post-storm clearing of walkways, facility entrances, parking lots, and municipal campuses—supporting safe returns to school, government operations, and public access.

• Right-of-Way Vegetation / Light Brush & Shoulder Clearing (where applicable)
Clearing and removal of vegetation along road edges, sidewalks, trails, and drainage ways to support drainage flow, line-of-sight, ADA accessibility, and general public safety.

73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Parking Lot & Parking Structure Sweeping Porter Services / Grounds Maintenance Litter & Debris Removal (Manual & Mechanical) Pressure Washing / Power Cleaning Catch Basin / Storm Drain Cleaning Culvert, Outfall & Ditch Maintenance CCTV Pipeline Inspection (Mainline & Lateral) Pipeline Condition Assessment & Asset Diagnostics Manhole / Vault Inspection & Cleaning Stormwater & Sewer Rehabilitation Support Services Pipeline Debris Removal & Material Disposal Construction, Paving & Milling Support Industrial & Yard Cleaning Airport & Airfield FOD (Foreign Object Debris) Control Event, Stadium & Festival Cleanup Leaf Collection & Seasonal Leaf Program Support Emergency & Post-Storm Response Traffic Control / Work Zone Safety Setup	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
74	Street and specialty sweeping as a service	◉ Yes ○ No	SCA operates with an up-to-date fleet featuring the Schwarze M6 Avalanche® and Elgin Broom Bear®, two industry-leading mechanical sweepers known for durability, productivity, and advanced dust and debris control. These investments ensure that Sourcewell Members receive safe, efficient, and high-performance sweeping service.	*
75	Sewer vacuuming and sewer jetting as a service	◉ Yes ○ No	SCA performs sewer and stormwater cleaning with a modern fleet featuring Vactor 2100i® and Sewer Equipment Company of America combination jet/vac units, each designed to provide high-pressure jetting, powerful debris removal, and advanced operator controls. This equipment ensures thorough cleaning, increased productivity, and safe operation in demanding municipal environments.	*
76	Hydro-excavation as a service	◉ Yes ○ No	SCA delivers hydro-excavation services utilizing modern, technologically advanced equipment that combines high-pressure water cutting with powerful vacuum extraction. This approach allows SCA to safely and efficiently expose buried utilities, reduce risk in congested utility corridors, and complete excavation tasks with greater accuracy and minimal surface disturbance.	*
77	Related public works as a service such as underground inspection and monitoring services	◉ Yes ○ No	SCA utilizes late-model equipment and the latest technology to perform related public works services such as CCTV video inspection, pipeline assessment, sewer and stormwater system rehabilitation support, and asset condition reporting. This ensures accurate data collection, efficient field execution, and consistent service quality across all Member projects.	*

78	Locating, maintenance, rehabilitation, related services and technologies directly related to solutions described in #74 - 77 above.	◉ Yes ○ No	SCA provides locating, maintenance, rehabilitation support services, and associated technologies directly related to the sweeping, stormwater, sewer jetting, and hydro-excavation solutions described above. These services include utility locating and daylighting, catch basin and stormwater asset maintenance, CCTV video inspection and NASSCO-coded condition assessment, pipeline and manhole evaluation, and rehabilitation support such as cleaning prior to lining, reinstatement preparation, and post-rehabilitation verification. By utilizing late-model jet/vac and hydro-excavation equipment, CUES CCTV inspection platforms, and SewerAI AI-assisted defect analysis, SCA ensures accurate diagnostics, safe asset exposure, and reliable maintenance planning. This integrated service approach allows public agencies to manage infrastructure conditions proactively, extend asset life, and support long-term stormwater and wastewater system resilience.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 79. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *	
	○ Yes ◉ No	*

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell - SCA Price List .zip - Tuesday November 11, 2025 06:59:39
- Financial Strength and Stability - Table 2A Financial Stability.zip - Tuesday November 11, 2025 06:24:43
- Marketing Plan/Samples - Table 4 and 5.zip - Tuesday November 11, 2025 06:28:55
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Table 6 Std Transaction Docs.zip - Tuesday November 11, 2025 06:55:55
- Requested Exceptions (optional)
- Upload Additional Document - Additional Documents.zip - Tuesday November 11, 2025 06:34:28

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. 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, 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. - Richard Janofsky, Director of Business Development, Sweeping Corporation of America, 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 obligations contemplated in the solicitation proposal.

○ **Yes** ● **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweeping_Sewer_Vacuum_Services_RFP_111125 Thu October 23 2025 03:33 PM	☑	2
Addendum_1_Street_Sweeping_Sewer_Vacuum_Services_RFP_111125 Fri October 17 2025 03:46 PM	☑	2

RFP #111125
REQUEST FOR PROPOSALS
for
Street Sweeping, Sewer Jetting, Hydro-Excavation, and Related Public Works as a Service

Proposal Due Date: November 11, 2025, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Street Sweeping, Sewer Jetting, Hydro-Excavation, and Related Public Works as a Service to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 11, 2025 at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	September 23, 2025
Pre-proposal Conference:	October 15, 2025, 10:00 a.m., Central Time
Question Submission Deadline:	November 3, 2025, 4:30 p.m., Central Time
Proposal Due Date:	**November 11, 2025, 4:30 p.m., Central Time** Late responses will not be considered.
Opening:	November 11, 2025, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

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 facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and master agreement expanding the reach of awarded suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING MASTER AGREEMENTS

In the United States, Sourcewell's master agreements are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

The following entities are listed in this solicitation to satisfy the procurement requirements of Oregon, Utah, and Virginia [Political Subdivision List - Oregon, Utah, and Virginia].

In Canada, Sourcewell's master agreements are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;

- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
    - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
    - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
    - Indigenous self-governing bodies;
    - Airport authorities;
    - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
    - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

C. INTERGOVERNMENTAL SUPPORT AGREEMENTS

Pursuant to 10 U.S.C. § 2679, United States Department of Defense authorized installations may access Sourcewell's awarded cooperative purchasing master agreements through an Intergovernmental Support Agreement with Sourcewell. All transactions completed through this Intergovernmental Support program are directly facilitated by Sourcewell and may be subject to additional terms and conditions.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Street Sweeping, Sewer Jetting, Hydro-Excavation, and Related Public Works as a Service, including, but not limited to:

    a. Street and specialty sweeping as a service;
    b. Sewer vacuuming and jetting as a service;
    c. Hydro-excavation as a service;
    d. Related public works as a service such as underground inspection and monitoring services; and,
    e. Locating, maintenance, rehabilitation, and related services and technologies as long as they are directly related to solutions described in subsections 1. a.- d. above.

2. This solicitation does not include the equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in master agreements currently maintained by Sourcewell, identified below:

    a. Facilities Maintenance Services (RFP #062421);

b. Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies (RFP #101221);
c. Water Collection and Control Products for Community Infrastructure (RFP #040825);
d. Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies (RFP #062425);
e. Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services (RFP #080525); and
f. Public Utility Equipment with Related Accessories and Supplies (RFP #091125).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.

4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

Based on past volume of similar master agreements, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD 25M; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

F. MARKETING PLAN

Proposer’s sales force will be the primary source of communication with Participating Entities. The proposer’s Marketing Plan should demonstrate proposer’s ability to deploy a sales force or dealer network to Participating Entities, as well as proposer’s sales and service capabilities. It is expected that proposer will promote and market any master agreement award.

G. ADDITIONAL CONSIDERATIONS

1. Master agreements will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer’s information and may request clarification from a proposer, including samples of the proposed equipment or products.

5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or service**.** Each line must indicate the proposer's published "List Price," as well as the "Master Agreement Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any master agreement resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the agreed upon price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. MASTER AGREEMENT

Proposers awarded a master agreement will be required to execute a master agreement with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Master Agreement reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard master agreement terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the master agreement document provided to the awarded supplier for signature.

If a proposer receives a master agreement award resulting from this solicitation it will have up to 30 days to sign and return the master agreement. After that time, at Sourcewell's sole discretion, the master agreement award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive procurement process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and

3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential master agreement award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a master agreement award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 150 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.”

Members of the public may attend the Opening at Sourcewell’s office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
   a. A comprehensive selection of the requested equipment, products, or services;
   b. A sales and service network ensuring availability and coverage for Participating Entities’ use; and
   c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of master agreement award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any master agreement, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for master agreements or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a master agreement to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Chapter 13, after negotiations are complete, including pricing and financial data. Sourcewell considers negotiations complete upon execution of a resulting master agreement.

Proposers are explicitly cautioned not to submit any data that they consider to be confidential, proprietary, or trade secret, as such data will not be treated as confidential and will be subject to public disclosure in accordance with Minnesota law.

10/16/2025
Addendum No. 1
Solicitation Number: RFP 111125
Solicitation Name: Street Sweeping, Sewer Jetting, Hydro-Excavation, and Related Public Works as a Service

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Please confirm Ontario entities are participating and you would like pricing for them.

Answer 1:

Sourcewell is requesting proposals to meet the various needs of its 50,000+ Participating Entities as a whole, across the United States and Canada, NOT individual entities' needs. The use of Sourcewell contracts is voluntary for Participating Entities. In this competitive solicitation process, Sourcewell will not advise a proposer on the way it should submit a proposal. It is left to the discretion of each proposer to articulate and propose the approach that aligns with its business methods and satisfies the requirements of the RFP. Participating Entities' unique needs, and Solutions from awarded supplier(s), will be determined if and when Participating Entities choose to utilize a contract resulting from this solicitation.

Question 2:

What is the % of work or revenue expected for Canada portion? Ontario portion?

Answer 2:

The estimated value of all resultant contracts provided in Section II. E. of the RFP is based on past volumes of similar Sourcewell contracts. It is an estimate only, and no sales or sales volume are guaranteed. There is no separate estimate of Canadian volume or estimates by vertical.

End of Addendum

Acknowledgement of this Addendum to RFP 111125 posted to the Sourcewell Procurement Portal on 10/16/2025, is required at the time of proposal submittal.

10/23/2025
Addendum No. 2
Solicitation Number: RFP 111125
Solicitation Name: Street Sweeping, Sewer Jetting, Hydro-Excavation, and Related Public Works as a Service

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

For Step 2: Documents. What are you looking for when it comes to pricing? We price our solution based on the number of vehicles a municipality has. If we supply what the cost would be by various fleet sizes would that be okay? How do we account for price increases? Can we include that or are we locked into the pricing we give for the entirety of the contract if we are awarded?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP. For guidance on the process for pricing changes during the contract term, refer to the Sourcewell Master Agreement available on the Sourcewell Procurement Portal, under Article 2: 2) Product and Price Changes Requirements.

Question 2:

For Step 2: Documents. For Financial Strength and Stability. What kind of documentation are you looking for here?

Answer 2:

Line item #13 offers options for proposers (financial statements, SEC filings, credit and bond ratings, letters of credit, detailed reference letters) to demonstrate financial strength and stability. It is left to the discretion of each proposer to determine and provide the information that aligns with their business methods and satisfies all the requirements of the RFP. Proposals are evaluated based on the criteria stated in the RFP.

Question 3:

For Step 2: Marketing Plan/Samples. Are you looking to see what our marketing plan is for our own products or are you looking for us to submit a marketing plan on how we are going to promote Sourcewell?

Answer 3:

Line item #37 asks proposers to describe their marketing strategy for promoting this opportunity. Proposers may upload representative samples of their marketing materials (if applicable) in the document upload section (Step 2) of their response.

Question 4:

For Step 2: WMBE/MBE/SBE or related certificates. I have never heard of these before. What are they? What are their significance?

Answer 4:

Table 5B: Value-Added Attributes, asks about socio-economic business designations. Line item #47 asks if there are any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that a proposer's company or HUB partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available.

Question 5:

For Step 2: Standard Transaction Document Samples. Are you looking for a copy of what our contract looks like when we work directly with municipalities? What other documents fit in this section?

Answer 5:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and provide the information that aligns with their business methods and satisfies all the requirements of the RFP. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 111125 posted to the Sourcewell Procurement Portal on 10/23/2025, is required at the time of proposal submittal.

docusign

Certificate Of Completion

Envelope Id: DE96EF6C-E9F1-8692-82FA-0B89F8EAF4A3		Status: Completed
Subject: Cooperative Form for NDOT - C2026111 Sweeping Corporation of America		
Source Envelope:		
Document Pages: 69	Signatures: 1	Envelope Originator:
Certificate Pages: 16	Initials: 1	Procurement Resource Group
AutoNav: Enabled		730 2nd Ave. South 1st Floor
EnvelopeId Stamping: Enabled		Nashville, TN 37219
Time Zone: (UTC-06:00) Central Time (US & Canada)		prg@nashville.gov
		IP Address: 170.190.198.185

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Signer Events	Signature	Timestamp
Judy Cantlon judy.cantlon@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/20/2026 9:31:00 AM ID: eef2888c-8710-48ef-b606-18aa5f998dec	**Completed** Using IP Address: 170.190.198.185	Sent: 6/20/2026 9:30:15 AM Viewed: 6/20/2026 9:31:00 AM Signed: 6/20/2026 9:31:45 AM
Kristin Butler kristin.butler@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/30/2022 8:01:22 AM ID: 5cd6824b-d449-48a4-98af-13c4998e7cb9	**Completed** Using IP Address: 170.190.198.185	Sent: 6/20/2026 9:31:46 AM Viewed: 6/22/2026 11:46:12 AM Signed: 6/22/2026 4:26:20 PM
Zak Kelley Zak.Kelley@Nashville.gov Finance Manager Metro Nashville Government Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	ZAK Signature Adoption: Drawn on Device Using IP Address: 170.190.198.185	Sent: 6/22/2026 4:26:23 PM Viewed: 6/22/2026 4:31:54 PM Signed: 6/22/2026 4:32:04 PM
Michelle A. Hernandez Lane michelle.lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Michelle A. Hernandez Lane Signature Adoption: Pre-selected Style Using IP Address: 104.176.252.12 Signed using mobile	Sent: 6/22/2026 4:32:07 PM Viewed: 6/23/2026 9:26:12 PM Signed: 6/23/2026 9:28:08 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Phillip Jones phillip.jones@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/17/2026 11:19:50 AM ID: 2d3a60d4-e7ac-446e-ad60-35257662db16	COPIED	Sent: 6/23/2026 9:28:09 PM
Kristin Kumrow Kristin.Kumrow@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/22/2026 10:43:51 AM ID: 31840c37-f32f-4e05-ab68-ed09763594ee	COPIED	Sent: 6/23/2026 9:28:10 PM
Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/23/2026 9:28:10 PM
PRG prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/23/2026 9:28:11 PM
Gary Clay gary.clay@nashville.gov Asst. Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/23/2026 9:28:11 PM
John Stewart john.stewart@nashville.gov Procurement Officer 2 Metropolitan Government-Nashville & Davidson County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/23/2026 9:28:12 PM

Carbon Copy Events	Status	Timestamp
Terri Ray terri.ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/23/2026 9:28:13 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/20/2026 9:30:15 AM
Certified Delivered	Security Checked	6/23/2026 9:26:12 PM
Signing Complete	Security Checked	6/23/2026 9:28:08 PM
Completed	Security Checked	6/23/2026 9:28:13 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliateâ€™s web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference. 2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU. You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions. 3. DEFINITIONS â€œAccountâ€? means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. â€œAuthorized Userâ€? means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. â€œeContractâ€? refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. â€œEnvelopeâ€? means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. â€œSeatâ€? means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. â€œService Planâ€? means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. â€œSpecificationsâ€? means the technical specifications set forth in the â€œSubscription Service Specificationsâ€? available at http://docusign.com/company/specifications. â€œSubscription Serviceâ€? means DocuSignâ€™s on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. â€œSystemâ€? refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. â€œTermâ€? means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. â€œTransaction Dataâ€? means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service. 4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSignâ€™s provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers (â€œAuthentication Measuresâ€?), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriberâ€™s eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more â€œconsumers,â€? such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any particular transaction involves a â€œconsumer;â€? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any â€œconsumerâ€? is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization. 5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term â€œunsolicited mass mailingsâ€? includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for â€œCommercial Electronic Mail Messagesâ€? under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply. 6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriberâ€™s Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are â€œclickedâ€? by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is â€œUnlimited,â€? Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSignâ€™s sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service. 7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSignâ€™s website. 8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is â€œUnlimited,â€? DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSignâ€™s sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership, overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneysâ€™ fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSignâ€™s right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, â€œtaxesâ€?) resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under $15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the â€œTermâ€?). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a â€œRenewal Termâ€?), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the â€œESIGN Actâ€?) to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act. 15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED â€œAS IS,â€? AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBERâ€™S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law. 16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account. 17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBERâ€™S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you. 18. CONFIDENTIALITY â€œConfidential Informationâ€? means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

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Record Tracking

Status: Original 7/2/2026 9:49:53 AM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
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Signer Events

Signer Events	Signature	Timestamp
Daniel Harden daniel.harden@nashville.gov Security Level: Email, Account Authentication (None)	Daniel Harden Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 7/2/2026 9:54:57 AM Viewed: 7/6/2026 7:53:29 AM Signed: 7/6/2026 7:53:50 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Michelle A. Hernandez Lane michelle.lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)	Michelle A. Hernandez Lane Signature Adoption: Pre-selected Style Using IP Address: 104.176.252.12 Signed using mobile	Sent: 7/6/2026 7:53:52 AM Viewed: 7/6/2026 9:25:24 AM Signed: 7/6/2026 9:25:46 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jenneen Reed/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)	Jenneen Reed/mjw Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 7/6/2026 9:25:48 AM Viewed: 7/6/2026 3:39:20 PM Signed: 7/6/2026 3:40:34 PM
Electronic Record and Signature Disclosure: Accepted: 7/6/2026 3:39:20 PM ID: 9d832c50-e1a9-4ca0-a455-0718094a271e		
Kelli Woodward Kelli.Woodward@nashville.gov Security Level: Email, Account Authentication (None)	Kelli Woodward Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 7/6/2026 3:40:36 PM Viewed: 7/7/2026 11:11:27 AM Signed: 7/7/2026 11:11:40 AM
Electronic Record and Signature Disclosure: Accepted: 7/7/2026 11:11:27 AM ID: 63fee5d4-ee03-44ef-a411-82b4c64484fc		

Signer Events	Signature	Timestamp
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 7/7/2026 11:11:44 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/1/2026 7:48:37 AM ID: 2d7aa086-dc2f-453e-b13f-1d2c98a4568b		
Kelli Woodward Kelli.Woodward@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/7/2026 11:11:27 AM ID: 63fee5d4-ee03-44ef-a411-82b4c64484fc		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/1/2026 3:32:11 PM ID: a1548cdc-447e-4b18-8f2f-c580fc8c40ba		
Gary Clay gary.clay@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
John Stewart john.stewart@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSignâ€™s sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service. 7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSignâ€™s website. 8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is â€œUnlimited,â€? DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSignâ€™s sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership, overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneysâ€™ fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSignâ€™s right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, â€œtaxesâ€?) resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under $15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the â€œTermâ€?). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a â€œRenewal Termâ€?), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the â€œESIGN Actâ€?) to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act. 15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED â€œAS IS,â€? AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBERâ€™S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law. 16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account. 17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

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irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber. 19. PRIVACY Personal information provided or collected through or in connection with this Site shall only by used in accordance with DocuSignâ€™s Privacy Policy and these Terms and Conditions are subject to the Privacy Policy on DocuSign's website which sets forth the terms and conditions governing DocuSign's collection and use of personal information from Authorized Users that is gathered through the Site. 20. ACCESS LIMITS Your use of the Site is at all times governed by our website Terms of
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1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default ns on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such partyâ€™s reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters. v140527