



NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 6:00 p.m., Wednesday, September 24, 2025. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. The public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 6:00 p.m., el día Miércoles, 24 de Septiembre del 2025. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está invitado a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos del Estado de Arizona A.R.S § 1-602.A.9, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar el consentimiento ante el Estado o cualquiera de sus subdivisiones políticas para hacer una grabación de audio o video de su hijo menor de edad. Las juntas del Cabildo se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden dar el consentimiento por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad está presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con los Estatutos del Estado de Arizona A.R.S. § 1-602.A.9.

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Regular Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
September 24, 2025
6:00 p.m.

PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION. THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS; IF AUTHORIZED BY LAW AND BY A MAJORITY VOTE OF A QUORUM OF CITY COUNCIL MEMBERS PRESENT, AN EXECUTIVE SESSION WILL BE HELD IMMEDIATELY FOLLOWING THE VOTE IN ACCORDANCE WITH A.R.S. § 38-431.03(A) AND THE MEETING WILL BE TEMPORARILY RECESSED WHILE THE CITY COUNCIL RETIRES TO EXECUTIVE SESSION WHICH WILL NOT BE OPEN TO THE PUBLIC.

TENGA EN CUENTA QUE LOS MIEMBROS DEL CABILDO DE LA CIUDAD ASISTIRÁN EN PERSONA, TELÉFONO O COMUNICACIÓN POR VIDEO CONFERENCIA. LA ALCALDESA O ALCALDE INTERINO DE ESTA REUNIÓN PUEDE CAMBIAR EL ORDEN DE LOS TEMAS; SI ESTÁ AUTORIZADO POR LA LEY Y POR MAYORÍA DE VOTOS DE UN QUÓRUM DE MIEMBROS DEL CABILDO PRESENTES, SE LLEVARÁ A CABO UNA SESIÓN EJECUTIVA INMEDIATAMENTE DESPUÉS DE LA VOTACIÓN DE ACUERDO CON LOS ESTATUTOS DEL ESTADO DE ARIZONA A.R.S. § 38-431.03 (A) Y LA REUNIÓN SERÁ TEMPORALMENTE RECESADA MIENTRAS EL CABILDO DE LA CIUDAD SE RETIRE A UNA SESIÓN EJECUTIVA QUE NO ESTARÁ ABIERTA AL PÚBLICO.

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff. The city is not allowed by law to endorse the religious or non-religious beliefs or views of such speakers. Any invitation to stand during the Pledge of Allegiance or invocation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any Pledge of Allegiance or an opening invocation that is offered.

Toda invocación inicial que se ofrezca antes del inicio oficial de la sesión del Cabildo será una ofrenda voluntaria de una persona particular, para beneficio del Cabildo. Las opiniones o creencias expresadas por quien haga la invocación no han sido revisadas ni aprobadas previamente por el Cabildo ni por el personal de la ciudad. La ley no permite a la ciudad respaldar las creencias o puntos de vista religiosos o no religiosos de dichos oradores. Cualquier invitación a ponerse de pie durante el Juramento a la Bandera o la invocación no se interpretará como una exigencia, orden ni ningún otro tipo de mandato. Ninguna persona presente en la sesión estará obligada a participar en el Juramento a la Bandera ni en ninguna invocación inicial que se ofrezca.

4. CALL TO THE PUBLIC

This is the time for the public to comment. Under A.R.S. § 38-431.01(I), Members of the City Council shall not discuss or take legal action on matters raised during an open call to the public that are not properly noticed on this agenda for discussion and legal action. At the conclusion of an open call to the public, individual Members of the City Council may respond to criticism made by those who have addressed the City Council, may ask staff to review a matter, or may ask that a matter be put on a future agenda.

5. PROCLAMATIONS/PRESENTATIONS

- 5. A. Proclamation on Human Resources Professionals Day - September 26, 2025
- 5. B. Proclamation on 928 Day (Area Code Day) - September 28, 2025
- 5. C. Proclamation on National Custodian Workers Recognition Day - October 2, 2025
- 5. D. Proclamation on Breast Cancer Awareness Month - October 2025
- 5. E. Proclamation on Bullying Prevention Month - October 2025
- 5. F. Proclamation on Domestic Violence Awareness Month - October 2025
- 5. G. Proclamation on National Community Planning Month - October 2025
- 5. H. Proclamation on National Cyber Security Awareness Month - October 2025
- 5. I. Proclamation on National Manufacturing Month - October 2025
- 5. J. Presentation and recognition of the 2025 - 1st and 2nd Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. **(Enrique Lopez, ERAP Chair)**
- 5. K. Recognition to Ms. Alejandra Payan for her outstanding athletic achievements and Mr. Enrique Partida for his work with special-needs children and the powerful impact he is making on the lives of his students. **(Mayor Nieves Riedel and Council Members)**
- 5. L. Recognition of Mr. Marco Antonio "Tony" Reyes Sr. for his trajectory in the City of San Luis. **(Mayor Nieves Riedel)**
- 6. **CONSENT AGENDA**
All matters are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.
- 6. A. **MINUTES OF**
 - Regular Council meeting held August 13, 2025
 - Regular Council meeting held August 27, 2025
- 6. B. **DISBURSEMENTS**
From September 04, 2025 to September 17, 2025
Total \$1,094,503.21
(One Million, Ninety-Four Thousand, Five Hundred Three Dollars and Twenty-One Cents)

6. C. Discussion and possible action on any and all matters regarding a proposed contract with Greater Yuma Economic Development Corporation for regional economic development efforts. **(Jenny Torres, Acting City Manager)**

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding the purchase of a MadVac Litter Vacuum for the Parks Grounds Department. **(Angelica Roldan, Director of Parks and Recreation)**

7. B. Discussion and possible action on any and all matters regarding the purchase of a pre-fabricated manufactured restroom unit to replace the existing restrooms at the Joe Orduño Park. **(Angelica Roldan, Director of Parks and Recreation)**

8. SUMMARY OF CURRENT EVENTS

Events by Mayor, Council Members and/or City Manager pursuant to A.R.S. § 38-431.02 (K).

9. ADJOURNMENT



PROCLAMATION

Regular City Council Meeting

5. A.

Meeting Date: 09/24/2025

Title:

Proclamation on Human Resources Professionals Day - September 26, 2025

Attachments

Proclamation



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

HUMAN RESOURCES PROFESSIONALS DAY September 26, 2025

WHEREAS, Human Resources Professionals are an organization's experts for staffing, employee and labor relations and safety and health; and,

WHEREAS, the Human Resources Professionals who work in San Luis businesses, organizations, schools, and state and local government agencies are the committed team members tasked with obtaining and growing our workforce; and,

WHEREAS, these professionals help the employer adapt to an ever-changing and competitive work environment while responding to workplace needs and economic challenges; and,

WHEREAS, attracting, recruiting, training and maintaining a talented and skilled workforce play an essential role as we work to reinvent the great state of Arizona; and,

WHEREAS, on this day, we recognize the vital importance of Human Resources Professionals in our city and state. We encourage all residents to learn about the career opportunities available in human resources.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim September 26, 2025, as "**Human Resources Professionals Day**".

DATED this 24th day of September 2025.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PROCLAMATION

Regular City Council Meeting

5. B.

Meeting Date: 09/24/2025

Title:

Proclamation on 928 Day (Area Code Day) - September 28, 2025

Attachments

Proclamation



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

928 (AREA CODE) DAY
September 28, 2025

WHEREAS; September 28, 2025, marks the first citywide celebration of “928 Day” in the City of San Luis, an initiative created to spotlight and support local businesses while showcasing the pride, talent, and uniqueness of our community; and

WHEREAS; the goal of 928 Day is to encourage residents to shop and dine locally, strengthen ties between neighbors and businesses, and build lasting community pride that continues to support the economic well-being of San Luis; and

WHEREAS; the City of San Luis will lead a promotional campaign to highlight participating businesses, create visibility for local entrepreneurs, and provide residents with meaningful ways to support the local economy; and

WHEREAS; every purchase made on 928 Day, whether a \$9.28 lunch special, a 9.28% discount, or a 928-themed experience, contributes to strengthening the bonds of community, fostering unity, and creating momentum for future growth and prosperity.

WHEREAS; we encourage all residents to take the time to understand the importance of mental health education and recognize that taking care of ourselves and others includes taking care of mental health.

NOW, THEREFORE, BE IT RESOLVED, that I Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim September 28, 2025, as “**928 (Area Code) Day**” in the City of San Luis, Arizona, and encourage all residents to join in the celebration of our community.

DATED this 24th day of September 2025.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PROCLAMATION

Regular City Council Meeting

5. C.

Meeting Date: 09/24/2025

Title:

Proclamation on National Custodian Workers Recognition Day - October 2, 2025

Attachments

Proclamation



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NATIONAL CUSTODIAN WORKERS RECOGNITION DAY October 2, 2025

WHEREAS, custodial workers work behind the scenes and are often unappreciated for the hard work that they do day after day, keeping schools, hospitals, office buildings, museums, churches, etc., clean and well-maintained; and

WHEREAS, these people are an essential part of the success of many businesses, as a clean, well-maintained, and operational building is a reflection on the company itself; and

WHEREAS, the City's Facilities Department always strives to keep the City's buildings and offices well-maintained and cleaned; and

WHEREAS, October 2nd has traditionally been designated as National Custodian Workers Recognition Day in the United States.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim October 2, 2025, as "**National Custodian Workers Recognition Day**", thanking and recognizing the appreciation to the employees who keep our offices and workplaces across the nation clean and sanitized, especially the custodians throughout this municipality.

DATED this 24th day of September 2025.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PROCLAMATION

Regular City Council Meeting

5. D.

Meeting Date: 09/24/2025

Title:

Proclamation on Breast Cancer Awareness Month - October 2025

Attachments

Proclamation



Proclamation

BREAST CANCER AWARENESS MONTH October 2025

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

WHEREAS, breast cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among American women; and

WHEREAS, mammography, an “x-ray of the breast,” is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt. Early detection and improved treatment are believed to have significantly reduced the number of deaths caused by breast cancer; and

WHEREAS, researchers, scientists, and numerous nonprofit organizations are dedicated to discovering a cure for breast cancer. During October, we acknowledge the extraordinary commitment and effort invested in this cause; and

WHEREAS, we recognize that over two and a half million Americans are breast cancer survivors who give us hope of a better future.

NOW THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim October 2025 as “**Breast Cancer Awareness Month**” in the City of San Luis and encourage all residents of this city to support the education, prevention and treatment efforts of those fighting this disease.

DATED this 24th day of September 2025.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PROCLAMATION

Regular City Council Meeting

5. E.

Meeting Date: 09/24/2025

Title:

Proclamation on Bullying Prevention Month - October 2025

Attachments

Proclamation



Proclamation

BULLYING PREVENTION MONTH October 2025

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

WHEREAS, bullying is physical, verbal, sexual, or emotional harm or intimidation intentionally directed at a person or group of people; and

WHEREAS, bullying occurs in neighborhoods, playgrounds, schools and through technology, such as the internet and cell phones; and

WHEREAS, various researchers have concluded that bullying is the most common form of violence, affecting millions of American children and teenagers annually; and

WHEREAS, targets of bullying are more likely to acquire physical, emotional and learning problems and students who are repeatedly bullied often fear such activities as riding the bus, going to school and attending community activities; and

WHEREAS, children who bully are at greater risk of engaging in more serious violent behaviors; and

WHEREAS, children who witness bullying often feel less secure, more fearful and intimidated.

NOW, THEREFORE, BE IT RESOLVED, that, I, Nieves Riedel, Mayor of the the City of San Luis, do hereby proclaim October 2025 as “**Bullying Prevention Month**” and encourage all schools, students, parents, recreation institutions, community and faith-based organizations to engage in a variety of awareness and prevention activities designed to make our community safer for all children and adolescents.

DATED this 24th day of September 2025.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PROCLAMATION

Regular City Council Meeting

5. F.

Meeting Date: 09/24/2025

Title:

Proclamation on Domestic Violence Awareness Month - October 2025

Attachments

Proclamation



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

DOMESTIC VIOLENCE AWARENESS MONTH October 2025

WHEREAS, the crime of domestic violence violates an individual's privacy and dignity, security, and humanity, due to systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse, including abuse of children and the elderly; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial, and societal barriers and are supported by societal indifferences, and

WHEREAS, when a family member is abused, it can have long-term damaging effects on the victim that also leave a mark on family, friends, and the community at large; and

WHEREAS, families are indispensable to a stable society, and they should be a place of support to instill responsibility and values in the next generation; and

WHEREAS, the impact of domestic violence is wide-ranging, directly affecting individuals and society, in this community, throughout the State of Arizona, the United States, and the world; and

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide services to victims of domestic violence and work to increase public understanding of this significant problem; and

WHEREAS, only a coordinated community effort will put a stop to this terrible crime; and

WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services, and assistance to victims.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim October 2025 as “**Domestic Violence Awareness Month**” in recognition of victims of domestic violence and those who serve them during this month and throughout the year.

DATED this 24th day of September 2025.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PROCLAMATION

Regular City Council Meeting

5. G.

Meeting Date: 09/24/2025

Title:

Proclamation on National Community Planning Month - October 2025

Attachments

Proclamation



Proclamation

NATIONAL COMMUNITY PLANNING MONTH October 2025

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live, an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, we recognize the many valuable contributions made by the professional community and regional planners of the City of San Luis and extend our heartfelt thanks for the continued commitment to public service by these professionals.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim October 2025 as “**National Community Planning Month**”, thanking the planners who work to improve the well-being of all people living in our community.

DATED this 24th day of September 2025.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PROCLAMATION

Regular City Council Meeting

5. H.

Meeting Date: 09/24/2025

Title:

Proclamation on National Cyber Security Awareness Month - October 2025

Attachments

Proclamation



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NATIONAL CYBER SECURITY AWARENESS MONTH October 2025

WHEREAS, we recognize the vital role that technology has in our daily lives and our future, whereby today many citizens, schools, businesses, and the City of San Luis operations rely on various means of technology for a variety of tasks, including public safety communications, finances, and day-to-day operations; and

WHEREAS, internet users and our information infrastructure face an increasing threat of malicious cyber-attack, significant financial and personal privacy losses due to identity theft and fraud; and

WHEREAS, public awareness can help foster change in a way that provides greater cybersecurity awareness for all; and

WHEREAS, to have a resilient cybersecurity stance requires the understanding and support of citizens and public officials who demand distinction in cybersecurity and cyber awareness; and

WHEREAS, the observance of National Cybersecurity Awareness Month 2024 allows us to publicly acknowledge the numerous notable contributions made by all IT Security professionals of the City of San Luis and all those who assist in upholding and defending IT resources and offer our deep appreciation for the uncompromising commitment to public service by these professionals.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim October 2025 as "**National Cyber Security Awareness Month**" and encourage all citizens to participate in this observance.

DATED this 24th day of September 2025.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PROCLAMATION

Regular City Council Meeting

5. I.

Meeting Date: 09/24/2025

Title:

Proclamation on National Manufacturing Month - October 2025

Attachments

Proclamation



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NATIONAL MANUFACTURING MONTH October 2025

WHEREAS, modern manufacturing is advancing human progress and providing rewarding careers for the people of Arizona; and

WHEREAS, manufacturers are inventing and deploying the technologies of the future to make our lives better and strengthen our economy; and

WHEREAS, manufacturers are searching for and hiring talented individuals of diverse backgrounds to bolster this innovation and fill hundreds of thousands of open jobs nationwide; and

WHEREAS, government, industry and communities need to unite to encourage young people to explore the possibilities of modern manufacturing and learn about the design, technology and production opportunities in the industry that are building the future; and

WHEREAS, former President Barack Obama made a presidential proclamation on October 2, 2014, declaring the first Friday of October as National Manufacturing Day, and the month of October as National Manufacturing Month; and

WHEREAS, the City of San Luis supports and joins in this national and state effort to help America's manufacturers do what they do best: grow their business, create jobs and ensure that our community remains as vibrant tomorrow as it is today.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim October 2025 as "**National Manufacturing Month**".

Dated this 24th day of September 2025.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PRESENTATION

Regular City Council Meeting

5. J.

Meeting Date: 09/24/2025

Submitted By: Crystal Ochoa, Parks & Recreation Department

Presentation Topic/Summary:

Presentation and recognition of the 2025 - 1st and 2nd Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. **(Enrique Lopez, ERAP Chair)**

Attachments

Achievement Award - Q1 & Q2 Winners

Award of Excellence - Q1 & Q2 Winners

Customer Service Award - Q1 & Q2 Winners

Employee of the Quarter - Q1 Winner

Safety Award - Q1 & Q2 Winners

ACHIEVEMENT AWARD



Honoring your exceptional effort and commitment to successfully completing important projects that contribute to our organization's growth and community impact. Your dedication makes a difference.

1st Quarter Winner

Highway Users Division

2nd Quarter Winner

Wastewater Division

AWARD OF EXCELLENCE



We are delighted to acknowledge employees whose dedication, integrity, and performance exemplify workplace excellence.

Your commitment makes a meaningful impact on your team, goals, and those we serve.

Thank you for setting a high standard and being a valued part of our organization!

1st Quarter Winner

Darlene Cortez

2nd Quarter Winner

Abraham Lopez

CUSTOMER SERVICE AWARD



We are proud to recognize employees who consistently go above and beyond to deliver exceptional service.

Their dedication, professionalism, and commitment to meeting the needs of others truly exemplify what excellent customer service is all about.

1st Quarter Winner

Albert Moreno

2nd Quarter Winner

Yonnuen Oropeza

EMPLOYEE OF THE QUARTER



We are honored to recognize a team member whose exceptional performance and dedication raise the standard within their department.

Their reliability, professionalism, and commitment to serving the community reflect the highest values of the fire service.

Congratulations on this well-deserved recognition, and thank you for going above and beyond in all you do.

1st Quarter Winner

Javier Gonzalez

SAFETY AWARD



We honor team members whose commitment to safety sets a strong example.

Their focus on procedures, hazard awareness, and teamwork helps keep every job site safe for coworkers and the public.

Thank you for making safety a top priority and protecting what matters most—our people.

1st Quater Winner

Highway Users Division

2nd Quater Winner

Facilities Division



PRESENTATION

Regular City Council Meeting

5. K.

Meeting Date: 09/24/2025

Submitted By: Olivia Jenkins, Administration

Presentation Topic/Summary:

Recognition to Ms. Alejandra Payan for her outstanding athletic achievements and Mr. Enrique Partida for his work with special-needs children and the powerful impact he is making on the lives of his students. **(Mayor Nieves Riedel and Council Members)**

Attachments

Email

From: Tamara Canedo <senseitamara1@gmail.com>

Sent: Thursday, June 12, 2025 3:16 PM

To: Francia Alonso <falonso@sanluisaz.gov>

Subject: [EXTERNAL] Alejandra Payan

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

[Report Suspicious](#)

Dear Francia,

Thank you so much for taking the time to speak with me. As I mentioned earlier, while I'm not Alejandra's personal Sensei, I've had the privilege of witnessing her journey firsthand — and I couldn't be prouder of what she's accomplished.

Alejandra began Para-Karate at a very young age. In those early days, she was shy and often overwhelmed, sometimes brought to tears before entering the ring. But what's unfolded over the years is nothing short of remarkable. With the unwavering guidance of her Sensei, Enrique Partida, Alejandra has transformed into a fierce, focused, and resilient competitor. This year alone, she won Gold at the USA Open and brought home a Bronze medal from the Pan American Championship. She is now officially a member of Team USA and is training rigorously for the upcoming National Championship in July.

Francia, it would mean so much if the Mayor and city council could recognize Alejandra's achievements in a special way. She represents the very best of our community — not just through her medals, but through her perseverance, spirit, and the hope she inspires in others. Alejandra is living proof that individuals with disabilities are capable of extraordinary greatness when given the chance. In my experience, athletes with disabilities often work harder than anyone else, and their victories carry with them stories of immense courage and resilience.

I also want to take a moment to acknowledge Sensei Enrique Partida. His work with special needs children goes far beyond martial arts — he's helping families build confidence, purpose, and belonging. He is changing lives quietly and powerfully, and I'm not sure if the city is fully aware of the impact he's making. What he does is truly God's work, and it deserves to be seen and celebrated.

Thank you again for your time and consideration. I hope this can be the beginning of something beautiful for Alejandra, Sensei Enrique, and all the remarkable athletes who are redefining what's possible.

Warm regards,

Sensei Tamara Canedo-Lifschutz



PRESENTATION

Regular City Council Meeting

5. L.

Meeting Date: 09/24/2025

Submitted By: Sonia Cornelio, City Clerk's Office

Presentation Topic/Summary:

Recognition of Mr. Marco Antonio "Tony" Reyes Sr. for his trajectory in the City of San Luis. **(Mayor Nieves Riedel)**



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 09/24/2025

Summary

MINUTES OF

- Regular Council meeting held August 13, 2025
 - Regular Council meeting held August 27, 2025
-

Attachments

8/13/2025 RCM

8/27/2025 RCM

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
August 13, 2025
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the meeting to order at approximately 6:00 p.m.

PRESENT: Council Member Luis E. Cabrera (via Teams)
Council Member Maria Cecilia Cruz
Vice Mayor Tadeo Azael De La Hoya
Council Member Esteban C. Rosales
Council Member Lizeth Servin
Council Member Javier Vargas

ABSENT: Mayor Nieves Riedel

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Alan Guevara, Police Lieutenant
Angelica Cifuentes, Purchasing Coordinator
Angelica Roldan, Director of Parks & Recreation
Antonio Maldonado, Multimedia Production & Operations Specialist
Armando Esparza, Director of Economic Development
Edgar Esparza, Billing and Collections Manager
Elias Gonzalez Jr., Police Communications Supervisor
Emmanuel Botello, Police Lieutenant
Eulogio Vera, Director of Public Works
Franca Alonso, Public Information Officer
Gabriela Guevara, Police Communications Supervisor
Heriberto Vargas, Public Works Manager
Humberto Arcos, Grants Coordinator
Israel Lara, I.T. Technician
Jorge Perez, Assistant Director of Public Works
Jose Barragan, Fire Battalion Chief
Lizeth Laguna, Police Records Supervisor
Manuel Hernandez, Assistant Director of Public Works
Maria Barajas, Acting Human Resources Manager
Maria Sabori, Risk Manager
Michelle Boucher, Police Administrator

Miguel Ramirez, Finance Accounting Manager
Nancy Juarez, Accreditation and Compliance Coordinator
Nigel Reynoso, Chief of Police
Olivia Jenkins, Administrative Services Manager
Roula Encinas, Director of Finance
Tomas Sanchez, City Engineer
Victor De La Torre, Safety Officer
Yadira Bobadilla, Police Sergeant
Brian De La Hoya, Resident
Christian Cuevas, Meeting Translator
Guillermina Fuentes, Resident
James Allen Jr., Resident
Lilia Quiñonez, Resident
Luis Marquez, Resident
Maria Robles, Resident
Perla De La Hoya, Resident

2. PLEDGE OF ALLEGIANCE

Mrs. Sonia Cornelio, City Clerk, led the Pledge of Allegiance.

3. INVOCATION

The invocation was performed by Mr. David Reynoso, Police Chaplain.

4. CALL TO THE PUBLIC

Mr. Alfonso Lopez Anguiar, stated that on August 21, 2023, he was taken into custody by the San Luis Police Department in cooperation with Customs and Border Protection (CBP). This incident began when an officer placed a teletype into the new law enforcement system, issuing an official broadcast to other agencies that implied there was probable cause to locate and detain him. That broadcast was issued before he was ever questioned and before any evidence was confirmed. He was locked in a CBP cell for over an hour, searched and questioned as a suspect without his Miranda rights being read. This is not just his claim, the city's Department of Internal Affairs reports confirmed the Miranda violation. Under Arizona law, the alleged offense did not qualify for an arrest without the officer witnessing it or a statutory exception, which did not apply. Broadcasting a teletype under those circumstances not only bypassed the probable cause requirement, it spread false suspicions to the other agencies, creating further risk and liability for the city. Due to this arrest on his record, he lost a career opportunity, resulting in a direct provable economic loss, as well as reputational harm. Comparable civil rights cases in Arizona and California, with similar facts and career loss, have resulted in verdicts and settlements of millions of dollars. This means the city is now exposed to serious legal and financial risk. He added that he also has a video of a San Luis Police Department Officer who cannot state fundamental constitutional rights. The very rights they are sworn to uphold.

He added that this is not about embarrassing one (1) officer, but rather it is evidence of a training failure. Training is a policy and budget issue, and that falls squarely under the oversight responsibility. When officers do not understand the Constitution, they violate it. And when they violate it, the city pays. His detention is a direct example of that risk in action. His request is simple: to fulfill their oversight duty. Ask why documented violations are being defended instead of corrected. Ask the City Attorney and Police Chief to explain why it is worth risking millions of taxpayer dollars defending this case rather than resolving it. The public has a right to transparency and a duty to ensure accountability.

Ms. Maria Robles, 1195 California Street, San Luis, AZ, stated that on October 10, 2025, they will be hosting an event in Somerton to raise funds and support the Josefina Yopez Foundation. This foundation assists cancer patients financially. She has referred both male and female patients to this foundation and realized that the city does not contribute to it. This foundation supports all cancer patients in Yuma County. Ms. Robles invited and encouraged everyone to support this cause. It is essential that communities gather and are united for this foundation. Her organization, We Are Somos, has created a national coalition to support the Josefina Yopez Foundation with donations of medical equipment. They have signed a binational agreement to assist patients in Yuma County and San Luis, Mexico. She invited everyone to support this foundation as no one is so poor that they cannot give, nor are they so rich that they might not need it.

Mr. James Allen Jr., 1549 E. Babbitt Lane, San Luis, AZ, mentioned that he had the opportunity to see an article that was published in a Mexican newspaper. He translated it into English and found that it was very sad, because the implications voiced in some of the responses, such as those from the Mayor, really tore at the fabric of the city's ability to conduct its business in an orderly and correct fashion; tearing down people in the press or things of that nature. The truth is the only thing that one has left to separate one from the beasts and the forest. He had a guy two (2) weeks ago at his door regarding the recalls. He could not even explain to him why he was there. He then read the write-ups that accused the Council Members of, and he found that those were very, very incorrect and far from the truth. He attends most of the Council meetings and thinks maybe they have a different set of glasses on. He asked the public, before they sign their name on a document, to please obtain clarification, read it thoroughly, and make an informed decision. It is the people's decision, but please, before they recall any official or take any action, read and then proceed from there.

Ms. Guillermina Fuentes, a resident of San Luis, AZ, thanked Vice Mayor Tadeo Azael De La Hoya for not taking advantage of public funds by having the City Clerk read the agenda on his behalf. She said she would make her comments in English so they would not be misinterpreted or distorted by attorneys on behalf of their client. She knows how to read. On multiple occasions, the Mayor has stated that she has attended school; she might have, but if she knows how to read, which is a requirement for serving as a public officer.

She asked, how is it that they, as a government body, are allowing a public employee, in this case the City Clerk, to serve as a private secretary to read the agenda? The City Council is spending public funds using a city employee serving as their own secretary. The Mayor, like all other mayors from other cities, should run and read the agenda. She asked if the Mayor is paying the City Clerk as her own secretary? Ms. Fuentes mentioned she is sure she is not. She asked if they knew that Robert's Rules of Order were meant to help politicians run meetings. And if they believe they do not have to follow a procedure to run a meeting, then they should not be in this position and should resign if they are unwilling to follow a protocol or the rules of order. She asked if they were ignorant.

Ms. Angela Delgado, resident of San Luis, AZ, stated she has filed a lot of complaints for the Los Alamos subdivision. Currently, a house located there poses a fire hazard. She reported this and has been told that it has been taken care of and it has been going on for a year now. She does not want her subdivision to go up in flames. Another thing is that the striping on the road is disappearing, and that is very dangerous when going down the dip to enter Los Alamos. She has been a resident of Los Alamos for 12 years, having lived in the city for 25 years. She added that this is enough, and someone needs to take the reins and make it safe, not just this section but the entire city for the residents.

5. PROCLAMATIONS/PRESENTATIONS

5. A. Proclamation - National Senior Citizens Day August 21, 2025

5. B. Proclamation - Women's Equality Day August 26, 2025

Vice Mayor Tadeo Azael De La Hoya read the proclamations by title and declared the proclamations for the City of San Luis.

5. C. Presentation of San Luis Police Department, Police Officers Arnaldo Acosta & Paul Monge, Transit Enforcement Officers Alexis Hernandez, Isaac Cortez, & Jesus Cardenas, and Communications Officer Eryx Zaragoza. (Nigel Reynoso, Chief of Police)

Mr. Nigel Reynoso, Chief of Police, introduced the Police Officers, Transit Enforcement Officers and Communications Officer.

Vice Mayor Tadeo Azael De La Hoya welcomed the new members of the Police Department.

5. D. Presentation of Certificate of Accreditation to the San Luis Police Department by the Arizona Law Enforcement Accreditation Commission. (Nigel Reynoso, Chief of Police)

Mr. Nigel Reynoso, Chief of Police, stated that on April 25, 2025, the San Luis Police Department was certified and awarded reaccreditation from the Arizona Law Enforcement Accreditation Program. He noted that this is a systematic method of conducting a detailed internal review of the agency's policies, procedures, operations and training. The accreditation is a four (4) year process, and the San Luis Police Department first received its initial certification on September 15, 2020. He recognized and thanked the personnel involved in this process.

Vice Mayor Tadeo Azael De La Hoya congratulated the San Luis Police Department for this achievement.

6. CONSENT AGENDA

**6. A. MINUTES OF
- Regular Council meeting held July 9, 2025**

**6. B. DISBURSEMENTS
From July 23, 2025 to August 5, 2025**

Total \$4,570,239.23

(Four Million, Five Hundred Seventy Thousand, Two Hundred Thirty-Nine Dollars and Twenty-Three Cents)

MOTION: Council Member Javier Vargas/Council Member Esteban C. Rosales to approve the Consent Agenda as presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding authorization to approve Fiscal Year 2026 cumulative purchases for the Public Works Department. (Angelica Cifuentes, Purchasing Coordinator & Jorge Perez, Assistant Director of Public Works)

Mr. Jorge Perez, Assistant Director of Public Works, explained that this item is for the cumulative purchases for Fiscal Year 2026 for the Department of Public Works. The procurement policy has a threshold of \$45,000.00, which requires City Council approval for purchases exceeding this amount. He briefly explained some of the items and vendors on the cumulative purchases list attached to the agenda item.

MOTION: Council Member Javier Vargas/Council Member Esteban C. Rosales to approve purchases for Fiscal Year 2026 of services and materials listed on the Public Works cumulative purchases schedule as presented in this agenda item, and waive formal purchasing procedures. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

7. B. Discussion and possible action on any and all matters regarding authorization to purchase one (1) fully marked and equipped new 2026 Ford Explorer using Arizona Department of Public Safety Local Border Support Grant budgeted funds. (Emmanuel Botello, Lieutenant)

Mr. Emmanuel Botello, Police Lieutenant, stated that the San Luis Police Department is seeking approval to purchase one (1) 2026 Ford Explorer Interceptor vehicle. This vehicle will replace vehicles over ten (10) years old with 100,000 miles. The funds that will be used were approved for the Fiscal Year 2025-2026 as part of the Capital Projects Grant Funds. The Explorer will be fully equipped and marked and the total amount for the vehicle and equipment is \$82,070.15. He added that the local dealerships were contacted and due to immediate availability, the Explorer will be purchased from Peoria Ford.

MOTION: Council Member Lizeth Servin/Council Member Esteban C. Rosales to approve the purchase of one (1) new 2026 Ford Explorer, to approve the marking and equipping of the vehicle for a total amount not to exceed \$90,000.00. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

7. C. Discussion and possible action on any and all matters regarding Order No. 2025-07. An Order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the City of San Luis Police Department to receive funding for the State Electronic Data Collection (SEDC) Grant by approving Contract #2025-SEDC-003 between the City of San Luis, Arizona, through the San Luis Police Department and the Arizona Governor's Office of Highway Safety. (Alan Guevara, Lieutenant)

Mr. Alan Guevara, Police Lieutenant, indicated that the San Luis Police Department has been awarded \$74,069.42 to support material and supplies for mobile data computers and office documents, which will be used explicitly for 100% statewide electronic collection efforts throughout the City of San Luis. The San Luis Police Department intends to use these funds to upgrade and standardize the state's crash data collection systems to enable electronic data collection, intrastate data sharing, and full electronic data transfers to the National Highway Traffic Safety Administration to increase the accuracy, timeliness, and accessibility of the data, including data relating to fatalities involving vulnerable road users. This means that officers will be able to collect data on scene of accident collisions and the reports will be electronically transferred.

MOTION: Vice Mayor Tadeo Azael De La Hoya/Council Member Javier Vargas to approve and adopt Order No. 2025-07. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

7. D. Discussion and possible action on any and all matters regarding authorization for the purchase of ten (10) touchscreen mobile data computers using the Governor's Office of Highway Safety State Electronic Data Collection Grant Funds. (Alan Guevara, Lieutenant)

Mr. Alan Guevara, Police Lieutenant, said that the San Luis Police Department is seeking approval for the purchase of ten (10) touchscreen mobile data computers (MDCs), vehicle docks, and adapters. The MDCs will be assigned to all staff engaged in enforcement, replacing current MDCs, which are scheduled to be obsolete by the end of the current year. The equipment will be purchased from Code 3 Technology, which has provided a bid of \$74,069.42, including tax, and is an authorized vendor of the GETAC products. The GETAC products are covered under the Sourcewell Contract #090122-GET.

MOTION: Council Member Javier Vargas/Council Member Lizeth Servin to approve the purchase of ten (10) touchscreen mobile data computers and components, for a total amount not to exceed \$74,069.42. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

7. E. Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2369. A Resolution of the Mayor and City Council of the City of San Luis authorizing the submission of an application for FY 2025 Community Development Block Grant (CDBG) Regional Account funds (RA), certifying that said application meets the community's previously identified housing and community development needs and the requirements of the Arizona Department of Housing (ADOH) Community Development Block Grant Program, and authorizing all actions necessary to implement and complete the activities outlined in said application. (Armando Esparza, Director of Economic Development & Government Affairs)

A. Staff presentation

Mr. Humberto Arcos, Grants Coordinator, presented a brief PowerPoint presentation highlighting the National Objectives, the benefits to Low and moderate-income people, the prevention and elimination of slums and blight, the Urgent Need, and the Anti-Displacement Policy. He added that the application is due on September 1, 2025, and the available funding is \$480,965.00. The funds will be applied to Merrill Avenue Phase 2.

B. Open Public Hearing

Vice Mayor Tadeo Azael De La Hoya opened the Public Hearing.

C. Call to the public on this item

Mr. James Allen Jr., 1549 E. Babbitt Lane, San Luis, AZ, inquired whether this would more or less eliminate the existing slum-like areas? A good example is 20th Place, located behind Merrill Avenue and privately owned. He added that he has brought this up before and mentioned that whoever the owner is, they do not have any speed limit signs; and the area is not marked appropriately for addresses. Therefore, if Fire or Police need to go there and act in the interest of the citizens, how will they know where they are going? They are delayed in call time. When he brought this matter to the City Council, he was advised to consult with the people there. However, the Mayor and Council Members have the authority to contact the property owner in conjunction with the person in charge of safety.

Ms. Maria Robles, a resident of San Luis, AZ, opined on where funds should be invested. She showed a poster that read, "Littering Prohibited" in Spanish. She added that she belongs to an organization and the entire year, residents suffer from the mountains of trash throughout the city, specifically at the alley on Cesar Chavez Street between C and D Streets. She believes it is convenient to invest in educating the neighborhoods and neighbors on this matter and suggests that all deserve respect. Her organization will hang the posters in the alley and as neighbors, they will be vigilant so that no one goes and disposes of trash in the community. If there is an organized community, the city will prevent spending a lot of money, she suggested involving the community.

D. Close Public Hearing

Vice Mayor Tadeo Azael De La Hoya closed the Public Hearing.

E. Action on Resolution No. 2369

MOTION: Council Member Javier Rosales/Council Member Esteban C. Rosales to approve and adopt Resolution No. 2369. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

7. F. Discussion and possible action on any and all matters regarding Resolution No. 2370. A resolution of the Mayor and City Council of the City of San Luis, Arizona, Yuma County, committing local funds as leverage for FY 2025 Community Development Block Grant Regional Account (CDBG-RA). (Armando Esparza, Director of Economic Development & Government Affairs)

Mr. Humberto Arcos, Grants Coordinator, stated that they are requesting authorization from the City Council to commit the leverage of \$640,742.00 for this project. The city is receiving \$462,289.00 from the CDBG to complete Phase 2 of Merrill Avenue.

MOTION: Council Member Esteban C. Rosales/Council Member Lizeth Servin to approve and adopt Resolution No. 2370, committing city funds for the Community Development Block Grant application as presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

8. SUMMARY OF CURRENT EVENTS

Council Member Esteban C. Rosales reported that a panel was held last week to discuss childcare and how it could be improved within the community. He looks forward to securing additional funding to attract more daycares to the city.

Council Member Lizeth Servin invited everyone to attend a local Girl Scouts group for ages 9-17 to learn more about Girl Scouts and their community activities. This will take place at Eddie's Place from 5:00 p.m. to 9:00 p.m. on August 28, 2025.

Council Member Luis E. Cabrera announced that they will be hosting another community event, "Conversations with Council," on September 6, 2025, at the Yuma County Library-San Luis Branch at 10:00 a.m. He thanked the people who joined them during the first event, held in June 2025.

9. ADJOURNMENT

Vice Mayor Tadeo Azael De La Hoya adjourned the Regular Council meeting at approximately 6:54 p.m.

APPROVED:

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on August 13, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
August 27, 2025
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the meeting to order at approximately 6:00 p.m.

PRESENT: Mayor Nieves Riedel
Council Member Luis E. Cabrera
Council Member Maria Cecilia Cruz
Vice Mayor Tadeo Azael De La Hoya
Council Member Esteban C. Rosales
Council Member Lizeth Servin (via Teams)
Council Member Javier Vargas

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Albert Moreno, I.T. Technician
Angel Ramirez, Fire Chief
Antonio Maldonado, Multimedia Production & Operations Specialist
Armando Esparza, Director of Economic Development
Damian Miller, Police Lieutenant
Edgar Esparza, Billing and Collections Manager
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Jorge Perez, Assistant Director of Public Works
Jose A. Guzman, Director of Development Services
Juan Leal Rubio, Assistant Director of Development Services
Manuel Hernandez, Assistant Director of Public Works
Maria Barajas, Acting Human Resources Manager
Maria Sabori, Risk Manager
Mario Rodriguez, Finance Operations Manager
Olivia Jenkins, Administrative Services Manager
Tomas Sanchez, City Engineer
Victor De La Torre, Safety Officer
Cesar Neyoy, Reporter
Christian Cuevas, Meeting Translator
Elizabeth Carpenter, Developer
Fabher Sanchez, Resident

James Allen Jr., Resident
Lilia Quiñonez, Resident
Maria Gonzalez, Resident
Maria Robles, Resident
Mark Concha Jr., Resident

2. PLEDGE OF ALLEGIANCE

Council Member Javier Vargas led the Pledge of Allegiance.

3. INVOCATION

The invocation was performed by Maria Cecilia Cruz from Church For The City.

4. CALL TO THE PUBLIC

Ms. Maria Robles, 1195 California Street, San Luis, AZ, reminded everyone about the event “Vive” to support the Josefina Yepez Foundation. She is now selling tickets for the fundraiser, which includes a raffle for a bed set. She added that the cost of the ticket is \$20.00 and they are asking for volunteers to assist in selling the fundraiser tickets or to purchase tickets. Donations are also welcome, and checks should be payable to the Josefina Yepez Foundation. The “We Are Somos” organization has joined the Josefina Yepez Foundation, as the need is big. Ms. Robles can be reached at (928) 285-3193.

Mr. James Allen Jr., 1549 E. Babbitt Lane, San Luis, AZ, announced he will be running for Mayor at the upcoming elections for the City of San Luis. He is not looking at himself as being supported by different groups, but he is running for the citizens that are here, the people that are the fiber of the city. He thinks he can offer and bring something good to the table. He asked for direction or help and stated he is planning to do this from his heart. He told those on the internet that if they want him to be their Mayor, they should please step up and utilize any help they can offer him.

Mr. Miguel Sandoval, 1900 San Pedro Street, San Luis, AZ, made an urgent call to the city so they can see what is happening at the soccer fields, specifically at Joe Orduño Park. The local soccer league has approximately 1,000 participants each season. There are two (2) seasons per year. Year after year, they have experienced bad conditions at the soccer parks. Parents in the past have complained about the conditions of the fields, but an occurrence occurred, and it is enough. The league began last Monday, adding that, unfortunately, a child had to be transported to the hospital due to the wet soccer field. He has witnessed how children get hurt due to the bad state of the soccer fields. He invited any Council Member to accompany him to see the soccer fields so they can see with their own eyes what he is talking about.

Mayor Nieves Riedel stated that she knows what Mr. Sandoval is referring to. She knows the soccer fields are uneven and will accompany Mr. Sandoval to the soccer fields, asking him to schedule a meeting with the staff, where she will be present, to discuss this matter further. She thanked him for bringing this matter to the city's attention and apologized for not being aware of the accident.

5. PROCLAMATIONS

5. A. Proclamation on Childhood Cancer Awareness Month September 2025

5. B. Proclamation on Hunger Action Month September 2025

5. C. Proclamation on Library Card Sign-Up Month September 2025

5. D. Proclamation on National Suicide Prevention Month September 2025

Mrs. Sonia Cornelio, City Clerk, read the proclamations by title, declaring the proclamations for the City of San Luis.

6. CONSENT AGENDA

6. A. MINUTES OF

- Work Session held July 30, 2025
- Special Council meeting held July 30, 2025

6. B. DISBURSEMENTS

From August 6, 2025, to August 20, 2025

Total \$1,646,355.83

(One Million, Six Hundred Forty-Six Thousand, Three Hundred Fifty-Five Dollars and Eighty-Three Cents)

6. C. Discussion and possible action on any and all matters regarding the Fiscal Year 2025-2026 for the 4FrontED annual contribution. (Armando Esparza, Director of Economic Development & Government Affairs)

6. D. Discussion and possible action on any and all matters regarding Resolution No. 2371. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a Street Lighting Improvement District and declaring its intention to purchase electricity and maintain poles, luminaries, and underground conduit, together with a charge for the use of lighting facilities, for lighting public streets within the area described as Southwest Arizona Industrial Subdivision Phase 2, San Luis, Arizona. (Jose A. Guzman, Director of Development Services)

6. E. Discussion and possible action on any and all matters regarding Resolution No. 2372. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the purchase of electricity and to order the maintenance of poles, luminaries, and underground conduit incident to the installation of street lights for lighting public streets serving the area described as Southwest Arizona Industrial Subdivision Phase 2, San Luis, Arizona. (Jose A. Guzman, Director of Development Services)

6. F. Discussion and possible action on any and all matters regarding a contract with the consultant, Ramirez Advisors Inter-National, LLC, to assist the city with border and growth-related issues. (Jenny Torres, Acting City Manager)

6. G. Discussion and possible action on any and all matters regarding Resolution No. 2373. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the annual contribution under the Intergovernmental Agreement with the Yuma County Intergovernmental Public Transportation Authority for the Yuma County Area Transit (YCAT), the regional public transportation services for the fiscal year 2025-2026; repealing conflicting provisions; and providing for severability. (Jenny Torres, Acting City Manager)

MOTION: Council Member Javier Vargas/Mayor Nieves Riedel to approve the Consent Agenda as presented. The motion passed with six (6) Ayes and one (1) Nay vote by Vice Mayor Tadeo Azael De La Hoya.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Nay
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding adopting a Notice of Intention to adopt new and amend business license fees and types. (Edgar Esparza, Billing and Collections Manager)

Mr. Edgar Esparza, Billing & Collections Manager, stated that this Notice of Intent is to increase the business license fees. If approved tonight, this notice will be posted on the city's website in English and Spanish. A public hearing is scheduled for November 12, 2025.

MOTION: Council Member Javier Vargas/Vice Mayor Tadeo Azael De La Hoya to approve the Notice of Intent to increase business license fees for the reasons presented. The motion passed with six (6) Ayes and one (1) Nay vote by Council Member Luis E. Cabrera.

The vote was as follows:

Council Member Luis E. Cabrera	Nay
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. B. Discussion and possible action on any and all matters regarding authorization to purchase one (1) fully marked and equipped new 2026 Ford F250 Animal Control Truck using Fiscal Year 2025-2026 Capital Improvement Budgeted Funds. (Damian Miller, Lieutenant)

Mr. Damian Miller, Police Lieutenant, explained that the City of San Luis Police Department is seeking approval for the purchase of one (1) new 2026 Ford F250. The new vehicle will be assigned to the San Luis Police Department Animal Control Services to replace one (1) of the current vehicles that has over 100,000 miles and is continuously down for service. The funds for the purchase of this vehicle were approved as Fiscal Year 2025-2026 Capital Projects. The vehicle will be purchased from Peoria Ford, which holds Arizona state contract #CTR059322 and has submitted a bid of \$52,220.16, inclusive of tax, for the vehicle. The vehicle will be fully equipped and marked by Arizona Emergency Products, utilizing the City of Chandler's contract #PD5-005-4859, which provides a cost reduction compared to the state dealership contract. The quote provided to equip the new vehicle fully will total \$47,074.23. The total purchase amount for the vehicle and the equipment will be \$99,294.39.

MOTION: Council Member Esteban C. Rosales/Vice Mayor Tadeo Azael De La Hoya to approve the purchase of one (1) new fully equipped and marked, 2026 Ford F250 vehicle for a total amount not to exceed the budgeted amount of \$107,360.00. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. C. Discussion and possible action on any and all matters regarding the engagement of engineering services with Dahl, Robins, & Associates, Incorporated, for the design of 10th Avenue Widening from Cesar Chavez Boulevard to County 22nd Street. (Tomas Sanchez, City Engineer)

Mayor Nieves Riedel declared a conflict of interest on this item and asked Vice Mayor Tadeo Azael De La Hoya to take over.

Ms. Kay Macuil, City Attorney, indicated that before Mr. Tomas Sanchez, City Engineer, presents the item, she would like to caution the City Council that there is litigation on 10th Avenue between Cesar Chavez Boulevard and County 22nd Street, which is the same road Mr. Sanchez will speak of. One of the issues in the litigation is determining who will pay for the design and construction of widening the road. To protect the city from liabilities, she asked that the discussion be limited. As background to this matter, the city needs a design to request from the Bureau of Land Management (BLM) the remaining right-of-way that is required.

MOTION: Council Member Luis E. Cabrera/Council Member Maria Cecilia Cruz to go into executive session at approximately 6:18 p.m. to obtain legal advice on this item. The motion passed with six (6) Ayes and one (1) Abstention by Mayor Nieves Riedel.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Abstained

Vice Mayor Tadeo Azael De La Hoya to go back into Regular Session at approximately 6:35 p.m.

Mr. Sanchez stated that the Engineering Department is seeking Council approval to accept a professional services proposal from Dahl, Robins & Associates, Incorporated for the design of 10th Avenue, widening from Cesar Chavez Boulevard to County 22nd Street. The roadway improvements will help alleviate traffic congestion during peak hours for residents who travel on this section of the road daily, particularly in the vicinity of the nearby schools. The improvements will enhance safety, improve traffic flow, and help reduce or eliminate vehicle and pedestrian accidents. The design will include dual travel lanes, a center lane, a bike lane, streetlights, a sidewalk, multi-use path options, right-of-way exhibits and storm drainage design.

The proposal from Dahl, Robins, & Associates, Incorporated, for \$100,000.00, as allowed under City Code 3.05.080, for professional services. This engineering firm is included on the city's on-call engineering services list, per Resolution No. 2161.

Council Member Luis E. Cabrera inquired about the expected timeframe for a design to be ready. Mr. Sanchez responded that construction plans will be ready after July 2026.

MOTION: Council Member Javier Vargas/Council Member Maria Cecilia Cruz to approve the professional services contract by Dahl, Robins & Associates, Incorporated for the design of 10th Avenue widening from Cesar Chavez Boulevard to County 22nd Street in the amount of \$100,00.00. The motion passed with six (6) Ayes and one (1) Abstention by Mayor Nieves Riedel.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Abstained

7. D. Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0299F - Orchidea Park Townhomes Phase 1; a request by Vega & Vega Engineering, on behalf of Von Verde Partners LLC, for the approval of Orchidea Park Townhomes Phase1 final plat, located at the southeast corner of 24th Avenue and County 24th Street intersection, in San Luis, Arizona. (Juan Leal Rubio, Assistant Director of Development Services)

Mr. Juan Leal Rubio, Assistant Director of Development Services, presented a PowerPoint summary of Subdivision Case No. 2024-0299F. He added that staff recommends approval of Subdivision Case No. 2024-0299F with the following conditions:

1. Prior to the recordation of the final plat, the applicant must address the comments from the Comment Letter prepared by the City of San Luis Development Services Department dated August 21, 2025, to the satisfaction of City of San Luis staff.
2. Developer shall comply with the development agreement approved by Resolution No. 2350.

Mayor Nieves Riedel declared a possible conflict of interest and asked Vice Mayor Tadeo De La Hoya to take over this item.

MOTION: Vice Mayor Tadeo Azael De La Hoya/Council Member Javier Vargas to approve Subdivision Case No. 2024-0299F with conditions as presented by staff. The motion passed with six (6) Ayes and one (1) Abstention by Mayor Nieves Riedel.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Abstained

7. E. Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0578F - Orchidea Park Phase 1 Subdivision; a request by Vega and Vega Engineering PLC, on behalf of Von Verde Partners LLC, for the approval of Orchidea Park Phase 1 Final Plat, located east of 24th Avenue and south of Orchidea Park Townhomes 1 in San Luis, Arizona. (Juan Leal Rubio, Assistant Director of Development Services)

Mayor Nieves Riedel declared a possible conflict of interest and asked Vice Mayor Tadeo De La Hoya to take over this item.

Mr. Juan Leal Rubio, Assistant Director of Development Services, presented a PowerPoint summary of Subdivision Case No. 2024-0578F. He added that staff recommends approval of Subdivision Case No. 2024-0578F with the following conditions:

1. Prior to the recordation of the final plat, the applicant must address the comments from the Comment Letter prepared by the City of San Luis Development Services Department dated August 21, 2025, to the satisfaction of City of San Luis staff.
2. Developer shall comply with the development agreement approved by Resolution No. 2350.
3. The Developer has agreed to install recreational amenities within the subdivision. In the absence of current city standards for such amenities, the developer will ensure that the installed amenities are designed and constructed to align with the standards adopted by the City of San Luis at the time of their implementation.

There was some discussion, questions, and answers among staff, the City Council, and the developer regarding the amenities, dollar amounts, and whether to agree to a standard that had not yet been adopted.

Mr. Jose Guzman, Director of Development Services, added that a stakeholder meeting will be held on September 25, 2025, to discuss the requirements and present them to the City Council for final adoption.

MOTION: Council Member Luis E. Cabrera/Council Member Lizeth Servin to approve Subdivision Case No. 2024-0578F with conditions as presented by staff with the removal of bullet point number three (3), which is to require amenities and not have the developer have an open checkbook with the city.

Council Member Luis E. Cabrera stated he would like to amend his motion.

MOTION (AMENDED): Council Member Luis E. Cabrera/Council Member Esteban C. Rosales to approve Subdivision Case No. 2024-0578F with the conditions as presented by staff and not to exceed \$500.00 per lot for amenities. The motion passed with four (4) Ayes, two (2) Nays by Vice Mayor Tadeo Azael De La Hoya and Council Member Lizeth Servin and one (1) Abstention by Mayor Nieves Riedel.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Nay
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Nay
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Abstained

7. F. Discussion and possible action on any and all matters regarding Ordinance No. 469. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending City Code § 2.05.460(B) to align the City Council minutes requirement with current state law A.R.S. § 38-431.01(C)(4); repealing conflicting provisions, and providing for severability. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, explained that this item clarifies the City Code, which states that members decide whether to include in the minutes the names of those who voted. The state statute, amended a few years ago under the open meeting law, requires the inclusion of the names of votes. Staff has been doing it the right way since the statute was changed; this codifies it. Additionally, it allows for a Council Member's silence during the vote to be counted as an Aye. Several communities in Arizona follow this approach; apparently, it is the training that the City Clerk and Deputy City Clerk received, and it has been the city's practice for years.

A. Action on Reading of Ordinance No. 469 by title only

MOTION: Council Member Luis E. Cabrera/Mayor Nieves Riedel to approve the Reading of Ordinance No. 469 by title only. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 469 by title only.

B. Action on Ordinance No. 469

MOTION: Council Member Luis E. Cabrera/Council Member Javier Vargas to approve and adopt Ordinance No. 469 as presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. G. Discussion and possible action on any and all matters regarding Annexation Case No. 2024-01 and Ordinance No. 470. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, extending and increasing the corporate limits of the City of San Luis of Yuma County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and amendments thereto, by annexing thereto certain territory contiguous to the existing city limits of the City of San Luis; approving infrastructure and service plan; and adopting zoning classifications for said territory; and providing for severability. (Jose A. Guzman, Director of Development Services)

Mr. Jose Guzman, Director of Development Services, stated that this is the final step of the annexation process that began last year. With this ordinance, the city limits will be increased by a little over two (2) square miles. This will be effective in 60 days, which will be October 26, 2025.

A. Action on Reading of Ordinance No. 470 by title only

MOTION: Council Member Javier Vargas/Mayor Nieves Riedel to approve the Reading of Ordinance No. 470 by title only. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 470 by title only.

B. Action on Ordinance No. 470

MOTION: Mayor Nieves Riede/Council Member Javier Vargas to approve and adopt Ordinance No. 470 as presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

8. SUMMARY OF CURRENT EVENTS

Council Member Maria Cecila Cruz reported that she and other Council Members attended the Arizona League of Cities and Towns Conference and the City of San Luis shines bright, showcasing the city. She added that one (1) of the sessions she attended was regarding the transportation issues, and she stated at the session that the City of San Luis does not have new roads and that is something that the city needs. The city only has two (2) ways to enter and exit the city. She knows that there is no funding for that and urged those present at that session to make transportation issues a priority, because the city needs new roads.

9. ADJOURNMENT

Vice Mayor Tadeo Azael De La Hoya adjourned the Regular Council meeting at approximately 7:24 p.m.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

APPROVED:

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on August 27, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 09/24/2025

Summary

DISBURSEMENTS

From September 04, 2025 to September 17, 2025

Total \$1,094,503.21

(One Million, Ninety-Four Thousand, Five Hundred Three Dollars and Twenty-One Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING SEPTEMBER 24, 2025 Disbursement Report from 09/04/2025 TO 09/17/2025

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	09/05/2025	\$ 168,277.01	Schedule A
Payroll Check Account	09/09/2025	\$ 3,917.04	Schedule B
Payroll Check Account	09/11/2025	\$ 589,738.07	Schedule C
Accounts Payable Check Account	09/12/2025	\$ 332,571.09	Schedule D

Total Disbursements: \$ 1,094,503.21

Please contact Ms. Roula Encinas or Mr. Miguel Ramirez prior to the meeting if additional information is needed.

Prepared by Karla Plascencia: _____

Verified by Finance: _____

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED

2025 SEP 18 P 2:40

CITY OF SAN LUIS
CITY CLERK'S OFFICE

Payment Register

From Payment Date: 9/1/2025 - To Payment Date: 9/5/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
113115	09/05/2025	Open			Accounts Payable	AAED	\$100.00		
113116	09/05/2025	Open			Accounts Payable	AMERICAN NATIONAL RED CROSS & ITS CONSTITUENT CHAP	\$480.00		
113117	09/05/2025	Open			Accounts Payable	APS	\$50.00		
113118	09/05/2025	Open			Accounts Payable	ARIZONA PROSECUTING ATTORNEY'S ADVISORY COUNCIL	\$100.00		
113119	09/05/2025	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$1,799.24		
113120	09/05/2025	Open			Accounts Payable	AT&T MOBILITY LLC	\$2,430.23		
113121	09/05/2025	Open			Accounts Payable	CLAIMS RECOVERY TEAM	\$233.17		
113122	09/05/2025	Open			Accounts Payable	DESIGN AND MANUFACTURING HOLDING COMPANY, INC.,	\$352.32		
113123	09/05/2025	Open			Accounts Payable	FACTOR SALES, INC.	\$1,432.17		
113124	09/05/2025	Open			Accounts Payable	FIREFIGHTER SELECTION, INC.	\$200.00		
113125	09/05/2025	Open			Accounts Payable	FX TACTICAL, LLC	\$477.48		
113126	09/05/2025	Open			Accounts Payable	G&T ALARM CO LLC	\$78.00		
113127	09/05/2025	Open			Accounts Payable	GARCIA DURAN, LAURA, ELVIRA	\$0.05		
113128	09/05/2025	Open			Accounts Payable	HARVEST PREPARATORY ACADEMY	\$500.00		
113129	09/05/2025	Open			Accounts Payable	INDUSTRIAL COMMISSION OF AZ	\$98,843.94		
113130	09/05/2025	Open			Accounts Payable	JACOBS, MATTHEW, JOSEPH	\$250.00		
113131	09/05/2025	Open			Accounts Payable	JAMES S BRADLEY, LLC	\$7,500.00		
113132	09/05/2025	Open			Accounts Payable	ORTEGA, KEYLA	\$50.00		
113133	09/05/2025	Open			Accounts Payable	PALOMERA, CECILIO	\$175.07		
113134	09/05/2025	Open			Accounts Payable	PENA DE SUAREZ, MARIA	\$150.00		
113135	09/05/2025	Open			Accounts Payable	PIEDRA, WENDY	\$34.05		
113136	09/05/2025	Open			Accounts Payable	PRECIADO, ANDRES	\$50.00		
113137	09/05/2025	Open			Accounts Payable	PUBLIC RECORDS AND INFO MGMT GRP	\$887.60		
113138	09/05/2025	Open			Accounts Payable	SHUCK DRILLING COMPANY LLC	\$6,510.31		
113139	09/05/2025	Open			Accounts Payable	THE HOME DEPOT	\$885.84		
113140	09/05/2025	Open			Accounts Payable	THE LOZANO LAW FIRM PLLC	\$800.00		
113141	09/05/2025	Open			Accounts Payable	THE RAWLINGS COMPANY LLC	\$559.49		
113142	09/05/2025	Open			Accounts Payable	WAL-MART	\$25.00		
113143	09/05/2025	Open			Accounts Payable	YUMA COUNTY PUBLIC HEALTH	\$56.00		
113144	09/05/2025	Open			Accounts Payable	YUMA COUNTY SUPERIOR COURT	\$12,224.99		
113145	09/05/2025	Open			Accounts Payable	YUMA SOUTHWEST CONTRACTORS ASSOC	\$1,225.00		
113146	09/05/2025	Open			Accounts Payable	ZARAGOZA, LETICIA	\$130.00		
113147	09/05/2025	Open			Accounts Payable	PRECISION UNIFORMS LLC	\$1,585.55		
Type Check Totals:									
							33 Transactions	\$140,175.50	
EFT									
8239	09/05/2025	Open			Accounts Payable	CONSULTANT ENGINEERING INC	\$375.00		
8240	09/05/2025	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$75.50		
8241	09/05/2025	Open			Accounts Payable	NAPA AUTO PARTS	\$1,649.08		
8242	09/05/2025	Open			Accounts Payable	NICKLAUS ENGINEERING	\$8,490.60		
8243	09/05/2025	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	\$12,249.00		
8244	09/05/2025	Open			Accounts Payable	PURCHASE POWER	\$449.33		

Payment Register

From Payment Date: 9/1/2025 - To Payment Date: 9/5/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
8245	09/05/2025	Open			Accounts Payable	SAM'S CLUB	\$2,335.65		
8246	09/05/2025	Open			Accounts Payable	SPECTRUM BUSINESS	\$1,162.61		
8247	09/05/2025	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$925.97		
8248	09/05/2025	Open			Accounts Payable	YUMA COUNTY SHERIFF'S OFFICE	\$196.60		
8249	09/05/2025	Open			Accounts Payable	YUMA COUNTY TREASURER'S OFFICE	\$192.17		

Type EFT Totals:

1BYPAYABLE - 1st BY Accounts Payable Totals

11 Transactions

\$28,101.51

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	33	\$140,175.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	33	\$140,175.50	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	11	\$28,101.51	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	11	\$28,101.51	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	44	\$168,277.01	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	44	\$168,277.01	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	33	\$140,175.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	33	\$140,175.50	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	11	\$28,101.51	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	11	\$28,101.51	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	44	\$168,277.01	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	44	\$168,277.01	\$0.00

Guadalupe Canez

Digitally signed by: Guadalupe Canez
 DN: CN = Guadalupe Canez email =
 gcanez@sanluisaz.gov C = AD
 Date: 2025.09.05 14:15:14 -07'00'



Pay Day Register

Pay Date Range 09/01/25 - 09/30/25

Pay Batch 202509M

Pay Batch 202509M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,550.00	ASRS Council	260.92
Total	0.0000	\$7,550.00	Imputed Income		ASRS LTD Council	3.08
			FEDERAL TAX WITHHOLDING	126.93	ASRS/EORP - LEGACY RATE	1,291.40
			SOCIAL SECURITY TAX	468.10	Dental Council	249.44
			MEDICARE	109.47	EODCRS - COUNCIL	267.00
			STATE WITHHOLDING	114.24	EODCRS - DISABILITY	6.23
			ASRS Council	260.92	EODCRS/EORP LEGACY RATE	2,385.65
			ASRS LTD Council	3.08	Health Council	8,881.85
			Council Retirement EORP	117.00	Retirement Council EORP	636.30
			Dental Council	133.33	Vision Council	76.98
			EODCRS - COUNCIL	356.00	Total	\$14,058.85
			EODCRS - DISABILITY	6.23		
			Medical Council	1,895.84		
			Vision Council	41.82		
			Net	\$3,917.04		

Employer Taxes	Gross Base
MEDICARE	109.47
SOCIAL SECURITY TAX	468.10
SUTA/UNEMPLOYMENT	45.30
Total	\$622.87

Workers' Comp	Gross Base
MUNICIPAL/ TOWN/	132.13
Total	\$132.13

Direct Deposits	Amount
1st Bank Yuma	1,326.35
CAPITAL ONE	651.91
Chase Bank	1,227.08
Navy Federal	104.92
Wells Fargo	606.78
Total	\$3,917.04

Check \$0.00

Mario A.
Rodrigue
Z

Digitally signed by: Mario A. Rodriguez
DN: CN = Mario A. Rodriguez email = mrodriguezg@sanluisaz.gov
C = US O = City of San Luis OU = Finance Department
Date: 2025.09.12 07:37:30 - 07'00'

SCHEDULE B



Pay Day Register

Pay Date Range 08/23/25 - 09/05/25

Pay Batch 202519

Pay Batch 202519 Total

Employees in Pay Batch 360

Female Employees in Pay Batch 99

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
100 - REGULAR	24,548.5000	636,933.19	Gross	852,286.32	ASRS ALTERNATE	844.04	8,656.80
1000 - ADMIN LEAVE	70.0000	2,704.80	Imputed Income		AZ STATE RETIREMENT	58,439.03	492,740.98
1001 - LEAVE WITHOUT PAY	77.0000	.00	FEDERAL TAX WITHHOLDING	49,913.19	DENTAL = FAMILY	417.90	.00
1005 - BEREAVEMENT	15.0000	323.40	SOCIAL SECURITY TAX	52,841.78	LONG TERM DISABILITY	689.84	492,740.98
1007 - ON CALL WORKED HOURS	33.5000	756.76	MEDICARE	12,358.15	MEDICAL MEX ONLY - EE &	2,421.90	.00
1009 - PART TIME	410.2500	6,576.45	STATE WITHHOLDING	15,411.80	MEDICAL MEX ONLY - EE &	10,963.46	.00
1010 - PART TIME FIREFIGHTERS	138.2500	2,857.99	AM. FIDELITY - HEALTH FSA	25.00	MEDICAL MEX ONLY - EE &	2,179.71	.00
105 - MILITARY LEAVE	40.0000	1,118.00	AM. FIDELITY- ACCIDENT-POST	25.01	MEDICAL MEX ONLY - EE ONLY	4,582.20	.00
201 - OVERTIME	723.0000	29,031.16	AM. FIDELITY- ACCIDENT-PRE	492.45	MEX & US HEALTH = EE	58,921.92	.00
202 - OP STONE GARDEN- O.T.	632.0000	31,190.43	AM. FIDELITY- CANCER-POST	43.30	MEX ONLY DENTAL - EE &	156.64	.00
2023 - FMLA - SICK LEAVE	108.7300	3,651.68	AM. FIDELITY- CANCER-PRE TAX	157.40	MEX ONLY DENTAL - EE &	351.13	.00
2024 - FMLA - VACATION LEAVE	18.8600	394.67	AM. FIDELITY- GCI -POST TAX	73.09	MEX ONLY DENTAL - EE &	156.64	.00
203 - DUI OVERTIME	48.0000	2,039.80	AM. FIDELITY- GHI- PRE TAX	275.40	MEX ONLY DENTAL - EE ONLY	219.78	.00
2038 - FMLA - LEAVE WITHOUT	168.4100	.00	AM. FIDELITY- LIFE -POST TAX	316.48	PSPRS - ALTERNATE	194.18	2,427.20
210 - SRO	201.0000	5,815.41	AM. FIDELITY- TX LIFE -POST	178.44	PSPRS FIRE DB NORM - TIER 1	9,346.17	75,069.33
300 - VACATION EARNED	1,391.4500	.00	AZ COPS - SLPD	635.00	PSPRS FIRE DB NORM - TIER 2	632.01	5,076.36
301 - VACATION USED	833.2500	24,575.19	AZ STATE RETIREMENT	58,439.03	PSPRS FIRE DB NORM - TIER 3	5,821.66	66,992.80
400 - SICK EARNED	1,341.7800	.00	CHILD SUPPORT 2	234.46	PSPRS FIRE DB UNFUND - TIER	1,711.59	75,069.33
405 - SCHEDULED SICK LEAVE	270.7500	7,398.13	DEFERRED COMP - ROTH	1,220.00	PSPRS FIRE DB UNFUND - TIER	115.74	5,076.36
406 - UNSCHEDULED SICK LEAVE	262.5000	6,154.01	DEFERRED COMP - ROTH	325.11	PSPRS FIRE DB UNFUND - TIER	1,668.16	66,992.80
501 - WC PUBLIC SAFETY USED	19.0000	562.02	DEFERRED COMPENSATION	2,710.00	PSPRS POLICE DB NORM - TIER	6,534.90	67,859.86
502 - ON CALL PAY I.T.	.0000	125.00	DEFERRED COMPENSATION	1,060.53	PSPRS POLICE DB NORM - TIER	1,592.54	16,537.33
503 - STAND-BY PAY	664.5000	1,329.00	FOP/ALC	450.00	PSPRS POLICE DB NORM - TIER	6,709.92	77,214.35
701 - HOLIDAY	2,602.0000	70,954.94	GARNISHMENT - CHILD	2,542.09	PSPRS POLICE DB UNFUND -	3,338.99	68,421.88
704 - FIRE HOLIDAY EARNED	625.4000	.00	IAFF- FIRE DEPT	1,555.00	PSPRS POLICE DB UNFUND -	807.03	16,537.33
706 - HOLIDAY WORKED HOURS	269.5000	10,834.47	LEGAL SHIELD	59.31	PSPRS POLICE DB UNFUND -	4,007.43	77,214.35
900 - COMPENSATION EARNED	13.7500	.00	LONG TERM DISABILITY	689.84	STANDARD STD	4,518.27	.00
901 - COMPENSATION USED	13.8750	297.82	MANHATTANLIFE ASSURANCE	96.51	U.S. MEX DENTAL - EE &	382.56	.00
940 - PD - EDU ASST	.0000	550.00	MEX ONLY DENTAL - EE &	201.52	U.S. MEX DENTAL - EE &	159.40	.00
941 - PD - EDU BCHL	.0000	675.00	MEX ONLY DENTAL - EE &	451.77	US & MEX DENTAL - EE	3,100.80	.00
942 - PD - EDU MAST	.0000	100.00	MEX ONLY DENTAL - EE &	201.52	US & MEX HEALTH = C	27,918.24	.00
950 - PD -SRT	.0000	400.00	MEX ONLY HEALTH - EE & CH	596.40	US & MEX HEALTH = FAMILY	30,504.90	.00
951 - PD - K-9 HANDLER	.0000	100.00	MEX ONLY HEALTH = S	509.25	US & MEX HEALTH = SP	7,976.64	.00
952 - PD - PHLEBOTOMIS	.0000	150.00	MEXICO ONLY HEALTH - EE &	2,699.79	VISION - SINGLE	1,246.11	.00
953 - PD - COLLISION	.0000	150.00	MEXICO ONLY HEALTH - EE &	536.76	VSP- VISION	588.00	.00
955 - PD - EVENING SHIFT	.0000	150.00	MISCELLANEOUS	245.00	WC PSPRS 17.28	97.12	562.02
956 - PD - MIDNIGHT SHFT	.0000	650.00	PAC FUND- FIRE DEPT.	123.00	Total	\$259,316.55	
958 - FD - EMT RETENTION	.0000	(250.00)	PS DEFERRED COMP - ROTH	805.00			
961 - FD - EDU ASST	.0000	750.00	PS DEFERRED COMP - ROTH	444.90			



Pay Day Register

Pay Date Range 08/23/25 - 09/05/25

Pay Batch 202519

962 - FD - EDU BACHL	.0000	225.00	PS DEFERRED COMP TIAA -	337.35	7,875.82	<u>Employer Taxes</u>	<u>Gross Base</u>
965 - PD - STAND-BY PAY	.0000	2,256.00	PS DEFERRED COMPENSATION	2,205.00	.00	MEDICARE	12,358.15 852,286.32
967 - FD - SPECIAL ASSIGNMNT	303.0000	606.00	PSPRS FIRE DB RATE - TIER 1a	4,758.02	62,196.04	SOCIAL SECURITY TAX	52,841.78 852,286.32
968 - SRO 50	.0000	150.00	PSPRS FIRE DB RATE - TIER 1b	984.81	12,873.29	SUTA/UNEMPLOYMENT	4,918.53 819,776.31
Total	35,843.2550	\$852,286.32	PSPRS FIRE DB RATE - TIER 2	388.34	5,076.36	Total	\$70,118.46
			PSPRS FIRE DB RATE - TIER 3	5,821.66	66,992.80	<u>Workers' Comp</u>	<u>Gross Base</u>
			PSPRS POLICE DB RATE - TIER	3,602.24	47,088.31	Ambulance EMT Search &	3,645.19 76,741.39
			PSPRS POLICE DB RATE - TIER	1,589.03	20,771.55	ANIMAL CONTROL OFFICERS	84.41 3,751.44
			PSPRS POLICE DB RATE - TIER 2	1,265.10	16,537.33	ATTORNEY- ALL & CLERICAL-	74.66 33,948.09
			PSPRS POLICE DB RATE - TIER 3	6,709.92	77,214.35	AUTO SERVICE/ REPAIR	276.97 9,927.34
			STANDARD LIFE ADDTNL	873.68	.00	BUILDING- NOC OPER BY	878.29 24,262.15
			TRANSWESTERN MEXICAN	141.00	.00	BUS COMPANY AND DRIVERS	83.99 1,521.61
			U.S. MEX DENTAL - EE &	492.72	.00	CLERICAL OFFICE/ LIBRARY/	465.56 193,965.85
			U.S. MEX DENTAL - EE &	205.30	.00	Electrician	73.78 2,349.60
			UNITED WAY	14.00	.00	FIREFIGHTERS & DRIVERS	4,088.43 86,072.57
			US & MEX DENTAL= FAMILY	538.02	.00	GARBAGE/ ASH/ REFUSE	678.66 10,858.74
			US & MEX HEALTH = C	6,874.98	.00	Homemaker Service	44.06 1,923.60
			US & MEX HEALTH = FAMILY	7,512.00	.00	Motion Picture Production	16.44 2,529.62
			US & MEX HEALTH = S	6,546.88	.00	MUNICIPAL/ TOWN/	945.27 54,015.38
			US & MEX HEALTH = SP	1,964.28	.00	PARKS- NOC ALL EMPLOYEES	903.45 29,142.75
			VSP - VISION CHILDREN	243.95	.00	POLICE OFFICERS	9,108.46 191,756.69
			VSP - VISION FAMILY	355.47	.00	RECREATION- ALL EMPLOYEES/	290.72 21,219.69
			VSP - VISION SPOUSE	181.22	.00	SEWAGE DISPOSAL/ PLANT	1,353.52 39,346.31
			Net	\$589,738.07		Street or Road Construction	3,352.13 37,963.07
						WATERWORKS OPERATIONS	1,075.37 30,990.43
						Total	\$27,439.36

Mario A. Rodriguez

Digitally signed by: Mario A. Rodriguez
 DN: CN = Mario A. Rodriguez
 email = mrodriguezg@sanluisaz.
 gov C = US O = City of San Luis
 OU = Finance Department
 Date: 2025.09.12 07:38:43 - 07'00'

<u>Direct Deposits</u>	<u>Amount</u>
1st Bank Yuma	43,855.61
ACADEMY BANK	2,931.73
Ally Bank	1,581.22
America First	1,660.89
AVENIR FINANCIAL	48,672.52
Bank of America	7,753.03
Bankcorp	200.00
BANKCORP BANK	2,143.99
CAPITAL ONE	3,394.02
Charles Sch	250.00
Chase Bank	274,083.51
CHASE BANK CA	2,988.87
CHASE BANK MORGAN	1,772.78
CHASE BANK TX	1,500.00



Pay Day Register

Pay Date Range 08/23/25 - 09/05/25

Pay Batch 202519

chase centro	2,113.53
discover	400.00
FF CREDIT UNION	2,438.66
FIDELITY	409.08
FIREFIGHTER FIRST CREDIT UNION	16,376.21
HUGHES FCU	2,053.38
JP Morgan Chase	1,195.94
MECHANICS BANK	264.12
National Bank	1,346.34
Navy Federal	34,895.67
NBKC Bank - Acorns	1,373.34
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	801.72
PATHWARD	1,509.17
SOFI BANK	3,147.29
Sunbank	2,294.95
THE FOOTHILLS BANK	782.09
USAA FEDERAL SAVING	3,514.02
VANTAGE WEST	2,167.21
WASHINGTON FEDERAL	1,347.92
Wells Fargo	106,601.78
WELLS FARGO ARKANSAS	1,909.03
WELLS FARGO CA	3,989.48
WELLS FARGO CALE	866.44
WELLS FARGO YUMA	2,912.94
Total	<u>\$587,618.48</u>
Check	\$2,119.59

Payment Register

From Payment Date: 9/8/2025 - To Payment Date: 9/12/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
113148	09/08/2025	Open			Utility Management Refund	CONTRERAS, ROMAN	\$70.03		
113149	09/08/2025	Open			Utility Management Refund	CORTAZAR, GABRIEL G & GUILLERMINA	\$180.09		
113150	09/08/2025	Open			Utility Management Refund	ESQUIVIAS, RICARDO	\$75.28		
113151	09/08/2025	Open			Utility Management Refund	FIGUEROA, TERESA MARIA	\$293.61		
113152	09/08/2025	Open			Utility Management Refund	GALLARDO, ANGELA	\$229.56		
113153	09/08/2025	Open			Utility Management Refund	GALVAN MEJIA, BIANEY	\$87.59		
113154	09/08/2025	Open			Utility Management Refund	GAMA CRUZ, PATRICIA G	\$168.24		
113155	09/08/2025	Open			Utility Management Refund	GONZALEZ HERNANDEZ, FRANCISCO, D	\$82.90		
113156	09/08/2025	Open			Utility Management Refund	GUTIERREZ ANGULO, JOSE GUADALUPE	\$66.54		
113157	09/08/2025	Open			Utility Management Refund	GUZMAN, ALBERT	\$199.38		
113158	09/08/2025	Open			Utility Management Refund	HOUSING AMERICA CORP GRP #128	\$77.81		
113159	09/08/2025	Open			Utility Management Refund	HOUSING AMERICA CORP GRP #128	\$79.30		
113160	09/08/2025	Open			Utility Management Refund	HOUSING AMERICA CORP GRP #128	\$83.34		
113161	09/08/2025	Open			Utility Management Refund	HOUSING AMERICA CORP GRP #128	\$64.98		
113162	09/08/2025	Open			Utility Management Refund	HOUSING AMERICA CORP GRP #128	\$62.52		
113163	09/08/2025	Open			Utility Management Refund	HOUSING AMERICA CORP GRP #128	\$69.47		
113164	09/08/2025	Open			Utility Management Refund	HOUSING AMERICA CORP GRP #128	\$64.89		
113165	09/08/2025	Open			Utility Management Refund	HOUSING AMERICA CORP GRP #128	\$57.06		
113166	09/08/2025	Open			Utility Management Refund	HOUSING AMERICA CORP GRP #128	\$68.87		
113167	09/08/2025	Open			Utility Management Refund	HOUSING AMERICA CORP GRP #128	\$60.59		
113168	09/08/2025	Open			Utility Management Refund	HOUSING AMERICA CORP GRP #128	\$83.72		
113169	09/08/2025	Open			Utility Management Refund	HOUSING AMERICA CORP GRP #128	\$92.65		
113170	09/08/2025	Open			Utility Management Refund	MACHADO, IVAN & AIXIA GUTIERREZ	\$170.61		
113171	09/08/2025	Open			Utility Management Refund	MARIN MARIA & SAUL	\$320.42		
113172	09/08/2025	Open			Utility Management Refund	MCCRODY, JUDY	\$74.32		

Payment Register

From Payment Date: 9/8/2025 - To Payment Date: 9/12/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
113173	09/08/2025	Open			Utility Management Refund	MEDINA, JUAN A & KYARA MORAN- LARDIN	\$231.48		
113174	09/08/2025	Open			Utility Management Refund	MGC CONTRACTORS	\$2,546.44		
113175	09/08/2025	Open			Utility Management Refund	MORALES, RITA	\$43.62		
113176	09/08/2025	Open			Utility Management Refund	ORTEGA, JOSE & LIZBETH CRISPIN	\$178.63		
113177	09/08/2025	Open			Utility Management Refund	PANTOJA SILVA, CLAUDIA	\$70.02		
113178	09/08/2025	Open			Utility Management Refund	PATINO, MARIA T & JORGE D	\$85.47		
113179	09/08/2025	Open			Utility Management Refund	PERALTA, JESUS, M	\$286.01		
113180	09/08/2025	Open			Utility Management Refund	RAMOS , ADRIANA SUSANA	\$177.18		
113181	09/08/2025	Open			Utility Management Refund	RICHARD L JONES	\$1,552.08		
113182	09/08/2025	Open			Utility Management Refund	CUSTOMHOUSE BROKERS, LLC	\$248.10		
113183	09/08/2025	Open			Utility Management Refund	RICO, ERICA	\$248.10		
113184	09/08/2025	Open			Utility Management Refund	RODRIGUEZ ROBLES, CARLOS , ALONZO	\$73.34		
113185	09/08/2025	Open			Utility Management Refund	RODRIGUEZ, MONICA	\$216.15		
113186	09/08/2025	Open			Utility Management Refund	ROJO PACHECO, ROSALINDA	\$17.55		
113187	09/08/2025	Open			Utility Management Refund	RUIZ, MANUEL, ANGEL	\$78.31		
113188	09/08/2025	Open			Utility Management Refund	SALAZAR, LUIS A & JAZMIN I VALLES	\$205.24		
113189	09/08/2025	Open			Utility Management Refund	SAN LUIS, DETENTION CENTER	\$2,603.08		
113190	09/08/2025	Open			Utility Management Refund	TAPIA, DALIO & DALILA CUADRAS	\$54.32		
113191	09/08/2025	Open			Utility Management Refund	TULL, DANIELLE, A	\$103.48		
113192	09/08/2025	Open			Utility Management Refund	TUNNELL, AMMON M & LESLYE Y	\$181.43		
113193	09/08/2025	Open			Utility Management Refund	URIBE DENISSE & BACIO PEDRO JR , A	\$150.00		
113194	09/08/2025	Open			Utility Management Refund	VALENCIA, MARGARITA, R	\$79.87		
113195	09/08/2025	Open			Utility Management Refund	VIDAL VEGA, JULIA	\$129.97		
113196	09/08/2025	Open			Utility Management Refund	VIZCARRA, SINTYA	\$174.34		
113197	09/09/2025	Open			Utility Management Refund	YUMA VALLEY CONTRACTORS	\$1,842.16		
113198	09/09/2025	Open			Accounts Payable	HARVEST PREPARATORY ACADEMY	\$500.00		
					Accounts Payable	AT&T MOBILITY LLC	\$20,903.12		

Payment Register

From Payment Date: 9/8/2025 - To Payment Date: 9/12/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
113199	09/11/2025	Open			Accounts Payable	ARIZONA CONFERENCE OF POLICE & SHERIFFS	\$635.00		
113200	09/11/2025	Open			Accounts Payable	FOP/ALC	\$450.00		
113201	09/11/2025	Open			Accounts Payable	STANDARD INSURANCE CO.	\$14,108.14		
113202	09/11/2025	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,776.55		
113203	09/11/2025	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
113204	09/11/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$123.00		
113205	09/11/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,555.00		
113206	09/12/2025	Open			Accounts Payable	AGILE OCCUPATIONAL MEDICINE, PC	\$100.00		
113207	09/12/2025	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$2,766.24		
113208	09/12/2025	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$50.00		
113209	09/12/2025	Open			Accounts Payable	AQUADEI L.L.C.	\$1,012.22		
113210	09/12/2025	Open			Accounts Payable	BENAVIDEZ, JAVIER	\$118.00		
113211	09/12/2025	Open			Accounts Payable	BILLY JOE ALEXANDER INC	\$367.98		
113212	09/12/2025	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$870.00		
113213	09/12/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$2,109.19		
113214	09/12/2025	Open			Accounts Payable	CENTURYLINK	\$5,475.98		
113215	09/12/2025	Open			Accounts Payable	CENTURYLINK	\$81.06		
113216	09/12/2025	Open			Accounts Payable	CNJ AUTO GLASS & WINDOW TINTING, LLC	\$2,025.00		
113217	09/12/2025	Open			Accounts Payable	COMITE DE BIENESTAR INC	\$3,089.22		
113218	09/12/2025	Open			Accounts Payable	CORTEZ, ADELA	\$37.93		
113219	09/12/2025	Open			Accounts Payable	ESCALANTE, ALVARO	\$309.00		
113220	09/12/2025	Open			Accounts Payable	FERGUSON WATERWORKS	\$303.55		
113221	09/12/2025	Open			Accounts Payable	FERRELLGAS, LP	\$12.81		
113222	09/12/2025	Open			Accounts Payable	FERTIZONA-YUMA L.L.C.	\$1,109.80		
113223	09/12/2025	Open			Accounts Payable	FREIGHTLINER OF ARIZONA, LLC	\$396.56		
113224	09/12/2025	Open			Accounts Payable	GARCIA, JESUS	\$373.00		
113225	09/12/2025	Open			Accounts Payable	JAY'S ELECTRIK LLC	\$7,321.01		
113226	09/12/2025	Open			Accounts Payable	LOWE'S HIW, INC.	\$3,515.89		
113227	09/12/2025	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$193.01		
113228	09/12/2025	Open			Accounts Payable	MONTOYA, CLAUDIA	\$309.00		
113229	09/12/2025	Open			Accounts Payable	MOTION PICTURE LICENSING CORPORATION AKA MPLC	\$3,614.44		
113230	09/12/2025	Open			Accounts Payable	NUNEZ, ENRIQUE	\$118.00		
113231	09/12/2025	Open			Accounts Payable	NUNO, JAVIER	\$260.00		
113232	09/12/2025	Open			Accounts Payable	ORDAZ, RODOLFO	\$90.00		
113233	09/12/2025	Open			Accounts Payable	PEREDA, JOSE	\$182.13		
113234	09/12/2025	Open			Accounts Payable	PEREZ, JOHANA	\$50.00		
113235	09/12/2025	Open			Accounts Payable	PRECISION UNIFORMS LLC	\$980.86		
113236	09/12/2025	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$118.60		
113237	09/12/2025	Open			Accounts Payable	PWW ADVISORY GROUP LLC	\$5,700.00		
113238	09/12/2025	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$555.00		
113239	09/12/2025	Open			Accounts Payable	RAMIREZ, FRANCISCA	\$309.00		

Payment Register

From Payment Date: 9/8/2025 - To Payment Date: 9/12/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
113240	09/12/2025	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	\$2,075.47		
113241	09/12/2025	Open			Accounts Payable	RELIABLE TRAILER SALES, LLC	\$1,463.52		
113242	09/12/2025	Open			Accounts Payable	ROLDAN, MARIA, ANGELICA	\$309.00		
113243	09/12/2025	Open			Accounts Payable	ROLLS AND BOWLS LLC	\$394.88		
113244	09/12/2025	Open			Accounts Payable	SANFORD, JAMES	\$2,254.80		
113245	09/12/2025	Open			Accounts Payable	SELF DEFENSE AND FITNESS CENTER SARALI ROBLES LLC	\$250.00		
113246	09/12/2025	Open			Accounts Payable	SHERWIN WILLIAM	\$2,493.48		
113247	09/12/2025	Open			Accounts Payable	SOLANO, CARLOS	\$90.00		
113248	09/12/2025	Open			Accounts Payable	TARGET SOLUTIONS LEARNING, LLC	\$8,138.98		
113249	09/12/2025	Open			Accounts Payable	TEXAS LIFE INSURANCE COMPANY	\$356.78		
113250	09/12/2025	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	\$282.00		
113251	09/12/2025	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$5,482.67		
113252	09/12/2025	Open			Accounts Payable	W.W.GRAINGER, INC	\$396.35		
113253	09/12/2025	Open			Accounts Payable	XEROX CORPORATION	\$1,221.51		
113254	09/12/2025	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$694.69		
Type Check Totals:									
EFT									
8250	09/12/2025	Open			Accounts Payable	24/7 GET FIT LLC	\$1,728.00		
8251	09/12/2025	Open			Accounts Payable	AIRGAS, INC.	\$1,290.38		
8252	09/12/2025	Open			Accounts Payable	ALLKIOSK LLC	\$1,079.16		
8253	09/12/2025	Open			Accounts Payable	AMAZON WEB SERVICES INC	\$1.91		
8254	09/12/2025	Open			Accounts Payable	ARK WIRELESS & NETWORKING	\$200.00		
8255	09/12/2025	Open			Accounts Payable	BILL ALEXANDER FORD	\$711.50		
8256	09/12/2025	Open			Accounts Payable	BORDER GYM	\$275.00		
8257	09/12/2025	Open			Accounts Payable	BTE BODY COMPANY INC	\$1,927.69		
8258	09/12/2025	Open			Accounts Payable	CDWG	\$49,736.85		
8259	09/12/2025	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$557.97		
8260	09/12/2025	Open			Accounts Payable	CITY OF YUMA	\$20,991.36		
8261	09/12/2025	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$87.50		
8262	09/12/2025	Open			Accounts Payable	DEARBORN CRANE AND ENGINEERING COMPANY	\$3,200.00		
8263	09/12/2025	Open			Accounts Payable	DESERT WATER STORE INC	\$441.67		
8264	09/12/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$3,470.00		
8265	09/12/2025	Open			Accounts Payable	FRUTH GROUP INC	\$1,333.17		
8266	09/12/2025	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	\$3,288.54		
8267	09/12/2025	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$2,675.53		
8268	09/12/2025	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$12,482.81		
8269	09/12/2025	Open			Accounts Payable	HIREQUEST LLC	\$1,724.40		
8270	09/12/2025	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$2,033.86		
8271	09/12/2025	Open			Accounts Payable	LOOMIS	\$1,840.03		
8272	09/12/2025	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$43,540.69		
8273	09/12/2025	Open			Accounts Payable	MONOPRICE INC.	\$144.20		

Payment Register

From Payment Date: 9/8/2025 - To Payment Date: 9/12/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
8274	09/12/2025	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$9,500.00			
8275	09/12/2025	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$194.65			
8276	09/12/2025	Open			Accounts Payable	REPUBLIC SERVICES, INC.	\$13,867.26			
8277	09/12/2025	Open			Accounts Payable	ROACH PEST CONTROL	\$1,915.00			
8278	09/12/2025	Open			Accounts Payable	RON TURLEY ASSOCIATES INC.	\$3,079.99			
8279	09/12/2025	Open			Accounts Payable	RUSH TRUCK CENTER	\$748.91			
8280	09/12/2025	Open			Accounts Payable	SEBIS DIRECT INC.	\$3,161.44			
8281	09/12/2025	Open			Accounts Payable	SIMS MACKIN, LTD.	\$310.00			
8282	09/12/2025	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$5,545.58			
8283	09/12/2025	Open			Accounts Payable	SPRAGUES SPORTS INC.	\$142.88			
8284	09/12/2025	Open			Accounts Payable	STRONG, CAMERON, T	\$4,400.00			
8285	09/12/2025	Open			Accounts Payable	TRUCKPRO HOLDING CORPORATION	\$1,214.31			
8286	09/12/2025	Open			Accounts Payable	ULINE, INC.	\$110.91			
8287	09/12/2025	Open			Accounts Payable	UNITED LABORATORIES INC.	\$741.29			
8288	09/12/2025	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$890.69			
8289	09/12/2025	Open			Accounts Payable	YEPEZ ENTERPRISES LLC	\$2,381.50			
8290	09/12/2025	Open			Accounts Payable	YUMA NURSERY LLC	\$1,952.72			
8291	09/12/2025	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$2,300.28			
8292	09/12/2025	Open			Accounts Payable	YUMA SUN INC	\$246.00			
Type EFT Totals:										
1BYPAYABLE - 1st BY Accounts Payable Totals							43 Transactions	\$207,465.63		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	107	\$125,105.46	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	107	\$125,105.46	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount

Payment Register

From Payment Date: 9/8/2025 - To Payment Date: 9/12/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open		\$207,465.63	\$0.00	
					Reconciled		\$0.00	\$0.00	
					Voided		\$0.00	\$0.00	
					Total	43	\$207,465.63	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	150	\$332,571.09	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	150	\$332,571.09	\$0.00	
Grand Totals:									
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	107	\$125,105.46	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	107	\$125,105.46	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	43	\$207,465.63	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	43	\$207,465.63	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	150	\$332,571.09	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	150	\$332,571.09	\$0.00	

Guadalupe Canez

Digitally signed by: Guadalupe Canez
 DN: CN = Guadalupe Canez email =
 gcanez@sanluisaz.gov C = AD
 Date: 2025.09.12 17:35:56 -0700'



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. C.

Meeting Date: 09/24/2025

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Justin Neuman, Paralegal, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a proposed contract with Greater Yuma Economic Development Corporation for regional economic development efforts. **(Jenny Torres, Acting City Manager)**

SUMMARY:

Organizational Structure: The Greater Yuma Economic Development Corporation ("GYEDC") is a private non-profit corporation funded by public sector funders (Yuma County, City of Somerton, Town of Wellton, and City of San Luis) and private sector funders who use the services. The city has entered into contracts that expire every year on June 30. Either party may terminate the contract at any time without cause with a ninety-day (90-day) notice.

Service: GYEDC provides services focused on attracting commerce and industry to the region and assisting in developing the region's existing industry to its fullest potential. The proposed contract is in substantially the same form as in prior years and sets out measurable goals. This service is classified as a professional service pursuant to San Luis City Code § 3.05.080 and is not subject to requirements for quotes or bidding. The annual amount exceeds \$45,000, so under the City Code must be approved by City Council.

Amount: \$63,763.00. The city has entered into agreements with GYEDC for economic development services in the past years. On June 25, 2025, the City Council approved \$64,000.00 to the budget for GYEDC.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH GYEDC IN THE AMOUNT OF \$63,763.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$63,763.00
BUDGETED AMOUNT:	\$64,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Contractual Services 100-110-80000 \$476,500

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

This annual contribution is included in the fiscal year budget 2026. The budgeted amount is \$64,000. There is a total of \$476,500 budgeted for all contractual services for the entire fiscal year 2026.

Attachments

GYEDC Services Agreement

GYEDC Funding Request

SERVICES AGREEMENT

This services agreement (“Agreement”) made this ___ day of August 2025 and is effective as of July 1, 2025, between:

Greater Yuma Economic Development Corporation 1351 Redondo Drive Suite 158/159 Yuma, Arizona 85365, an Arizona nonprofit corporation (“GYEDC”) and	City of San Luis 1090 East Union Street (Physical) P.O. Box 1170 (Mailing) San Luis, Arizona 85349 An Arizona municipal corporation (the “City”).
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GYEDC and the City may be referred to singularly as the “Party” and collectively as the “Parties.”

In consideration of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

SECTION 1. GYEDC SERVICES

1.1 The City’s goals for GYEDC are:

- (a) work jointly with the City’s Economic Development representative to promote and strengthen regional economic development cooperation and coordination;
- (b) support a strong business climate and promote the image of the City of San Luis for relocation of businesses to the City, including qualifying and assisting companies to locate in the City of San Luis;
- (c) build a strong and effective regional economic development organization while promoting increases in private sector financing, support, and participation;
- (d) identify and develop through substantial effort at least ten (10) qualified prospects for location in the City of San Luis;
- (e) maintain a structured business retention and expansion program, making a minimum of ten (10) completed survey calls annually; and
- (f) encourage jobs for the City of San Luis residents within the City of San Luis.

1.2 In furtherance of the foregoing goals, GYEDC agrees to:

- (a) Implement a budget and action plan. GYEDC shall use its best efforts to expend funds and implement the budget and action plan as adopted by the GYEDC Board of Directors. GYEDC shall inform the CITY of changes in the adopted budget and action plan that will materially affect or alter the priorities established in each.

- (b) Create and Implement a Marketing Plan. Work in direct partnership with the CITY's economic development representative on the creation and implementation of a marketing plan. GYEDC shall, from time to time, solicit the input of CITY representatives on the formulation of future marketing strategies and advertisements.
- (c) Promote and strengthen regional economic development cooperation and coordination in Yuma County. GYEDC shall:(i) participate with national, state, and regional economic development organizations involved in national and statewide economic development, (ii) coordinate the Yuma County component of those organizations, and (iii)coordinate and work in conjunction with the CITY's economic development representative(s) to assist with the CITY's participation in state and international economic development initiatives.
- (d) Qualify and assist companies considering locating in the greater Yuma County area. GYEDC shall: (i) use its best efforts to continue to identify and, through substantial efforts, develop at least ten (10) prospects from outside of the City of San Luis for location in the City of San Luis; (ii) continue to provide all qualified prospects with coordinated professional services; (iii)update and maintain the database of available properties; (iv)coordinate and work with the CITY's economic development representative(s); (v) provide the CITY'S GYEDC Board representatives and economic development representative(s) every other month activity reports for the prior two (2) months; and (vi)engage the CITY's economic development representative(s) in all site visits of companies for location within the City of San Luis, including the need for a predevelopment meeting before any proposal is made.
- (e) Develop a strong, effective regional development organization. GYEDC shall: (i) use its best efforts to secure public and private sector funding to achieve its goals successfully, (ii) professionally develop GYEDC staff, (iii)operate GYEDC under GYEDC articles of incorporation and bylaws and all amendments to them, (iv)uphold and support the policies of the City of San Luis with each client of GYEDC and explore economic development solutions that will uphold the goals of the City of San Luis policies,
- (f) Develop and maintain strong private sector support and participation. To achieve the goals set forth in the marketing of the region, GYEDC shall continue to secure private sector contributions.
- (g) Assist the San Luis Business Incubator. As vacancies arise in the San Luis Business Incubator, GYEDC will assist in recruiting companies and build a waiting list for potential tenants.

1.3 Hire or retain, at GYEDC's discretion, a President/CEO and necessary Staff to carry out the tasks described in this Agreement.

- 1.4** Continue the program of identifying, contacting, and attracting capital investors and other outreach services for business, commercial, and industrial development within the City of San Luis. This program is to be accomplished through:
- (a) visitations and presentations to businesspersons and manufacturers who have indicated an interest in locating in the City of San Luis and
 - (b) aiding all prospects, including local investors and developers, in satisfying the need for information to facilitate the potential expansion and/or location of businesses, commercial and industrial facilities, or projects in the City of San Luis.
- 1.5** Continue to expand the system of collecting demographic statistics and economic indicators needed by manufacturers, distributors, retailers, and developers in deliberations regarding the City of San Luis as a potential site for business, commercial, and industrial development.
- 1.6** Continue printing, publishing, and distributing documented demographics and other information concerning the City of San Luis as are source document and sales tool to attract manufacturers, distributors, retailers, and developers.
- 1.7** Expend its resources to recruit businesses for relocation and expansion that will meet or exceed environmental rules and regulations of local, state, regional, and national governments. GYEDC shall consider any actual or potential environmental impact or threat the business may have to the community. GYEDC shall consult with the City's economic development representative(s) and the San Luis City Manager or designee regarding the hazardous material environmental impacts of prospective businesses.
- 1.8** GYEDC will coordinate with the City information for potential businesses about the San Luis City Code requirements for a hazardous material impact review. Further, GYEDC shall cooperate with the greater San Luis community in efforts and activities to expand economic opportunities within the region, downtown, ports of entry, and industrial parks.
- 1.9** Maintain accurate records of City monies received and disbursed. GYEDC shall maintain an accounting system that complies with generally accepted accounting principles and with the American Institute of Certified Public Accountants (AICPA) Audit Guide for Nonprofit Corporations and which accounts for all funds provided by the City under this Agreement.
- 1.10** Annually provide the CITY with names and addresses of officers or directors and copies of GYEDC's bylaws and articles of incorporation and amendments to them. If any change of officer and/ or director, bylaws, or articles of incorporation, GYEDC shall also provide notice of the said change to CITY within 30 days after that.

1.11 Provide a brief status report to City representatives at GYEDC's Board meeting and make reports at meetings of the San Luis City Council.

1.12 Provide notice of all meetings to the San Luis City Manager and/or designee, who may attend all meetings of the GYEDC Board.

SECTION 2. CITY OBLIGATIONS

2.1 Evaluate GYEDC's performance relative to the performance criteria set forth in this Agreement to assess the impact of the efforts of the GYEDC. Any additional information desired by the City, which is relevant and necessary to the City's evaluation, shall be made available by GYEDC.

2.2 Pay GYEDC for the Fiscal Year 2025-2026, unless terminated as provided in this Agreement, that amount which is stated in this Agreement. Such sum is to be disbursed on a pro-rata, quarterly basis as described within Section 5.

SECTION 3. TERM OF AGREEMENT AND TERMINATION

3.1 This Agreement shall be in effect from July 1, 2025, and continue through June 30, 2026.

3.2 Either Party may terminate this agreement with 30 days of notice without cause. The City shall pay GYEDC for all services rendered to the date of termination at GYEDC's regular rate if the Agreement is terminated before June 30, 2026. GYEDC shall reimburse the City for any payment the City has made above GYEDC's regular rate. This Agreement may be terminated by either Party for a material breach of nonperformance of Agreement requirements upon thirty (30) days' written notice.

3.3 Efforts on the part of either Party to negotiate a resolution of any breach of the Agreement shall not constitute a waiver of the right to terminate the Agreement upon thirty (30) days' notice.

3.4 Funding for this Agreement shall be subject to the San Luis City Council's annual appropriation of funds for this activity under the City's required budget process.

SECTION 4. ACCOUNTABILITY

4.1 GYEDC shall provide the City with quarterly reports concerning This report shall contain analytical memoranda which describe the results of activities, expected achievements, and program effectiveness. Reports shall be sent by e-mail to the City Manager, the Finance Director, and the City Attorney.

SECTION 5. CONSIDERATION

5.1 In consideration for GYEDC's performance of the duties listed herein, the City shall pay GYEDC the total flat rate sum of sixty-four thousand U.S. dollars (\$64,000.00) to

be paid in quarterly installments of \$16,000.00 within fifteen (15) days of receipt of the quarterly report.

5.2 The City may withhold payment, in whole or in part, as may be necessary to protect it from loss on account of GYEDC's failure to render acceptable services, as stated in the performance criteria of Section 1. The San Luis City Manager, or designee, shall investigate and monitor the quality of GYEDC services to determine whether such services are acceptable. Upon determination by the San Luis City Manager that acceptable services are not being rendered, the San Luis City Manager shall notify the GYEDC of the specific deficiencies in performance and provide a reasonable time for the GYEDC to rectify said deficiencies. In no event shall such time to rectify exceed 90 days. Whether or not GYEDC services are acceptable will be the City's exclusive decision. Payment may also be withheld for reasons including but not limited to:

- (a) GYEDC's failure to supply information, records, or reports as required.
- (b) GYEDC's failure to comply with documentation requirements or accounting procedures.
- (c) GYEDC's failure to allocate money received from the CITY for the purposes described in this Agreement.

SECTION 6. INDEMNITY

6.1 GYEDC agrees to indemnify, defend, and hold harmless the City, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits, or judgments, including costs and expenses incurred in connection with this Agreement, of whatsoever kind or nature, arising out of, in connection with, or incident to, the performance of this Agreement, except those caused by the sole negligence of the City.

6.2 This indemnity agreement shall include any claim made against the City by an employee of GYEDC or subcontractor or agent of GYEDC, even if GYEDC is otherwise immune from liability pursuant to the applicable workers' compensation statute.

6.3 In the event of litigation between the Parties to enforce rights under this section, reasonable attorney's fees and costs shall be allowed to the prevailing Party.

SECTION 7. INSURANCE

7.1 Additional Insured. The policy shall be endorsed to include the following additional insured language: "The City of San Luis, its elected officials, officers, employees, and agents shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

7.2 Waiver of Subrogation. The policy shall contain a waiver of subrogation against the City of San Luis for losses arising from work performed by or on behalf of GYEDC.

7.3 Primary and non-contributory. Each policy, including primary, umbrella, and excess policies, shall state that the insurance provided to the additional Insureds is primary and non-contributory to any other insurance (primary, umbrella, excess, self-insurance, or any other basis) available to the additional insured.

7.4 Minimum Coverage. GYEDC must, at their own expense, purchase and maintain the above minimum insurance with companies duly licensed to do business in the state of Arizona. All policies and forms must be satisfactory to the City. The City requires its prior approval to use alternative insurers. GYEDC acknowledges that the insurance coverage and policy limits set forth below constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which is applicable to a given loss will be available to the City. Prior to the beginning and throughout the duration of this Agreement, GYEDC will maintain insurance in conformance with the requirements set forth below:

Type	Coverages	Limits
Commercial General Liability – Occurrence Form	General Aggregate	\$2,000,000
	Products-Completed Operations Aggregate	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
Business Automobile Liability	Combined Single Limit (CSL)	\$1,000,000
Worker’s Compensation and Employer’s Liability	Workers’ Compensation	Statutory
	Each Accident	\$1,000,000
	Disease – each employee	\$1,000,000
	Disease - policy limit	\$1,000,000

7.5 Without in any way limiting GYEDC’s obligations and liability pursuant to the indemnification described above, GYEDC shall maintain, during the term of this Agreement, the above types and amounts of insurance. GYEDC will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth in the indemnity section of this Agreement, then such coverage shall be amended to do so.

SECTION 8. COMPLIANCE WITH THE LAW

8.1 GYEDC agrees it will comply with all federal, state, and local statutes, laws, ordinances, rules, and regulations, including, but not limited to, obtaining a San Luis Business License with the City of San Luis. With proof of IRS § 501(c)(3) tax-exempt status, the business license is free under San Luis City Code §110.03.

SECTION 9. PROVISIONS REQUIRED BY ARIZONA LAW

9.1 Conflicts of Interest. This Agreement is subject to the cancelation provisions of A.R.S. § 38-511.

9.2 Employment Eligibility. GYEDC hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §§ 23-214 and 41-4401 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. City retains the legal right to inspect documentation of GYEDC to ensure that GYEDC complies with this warranty.

9.3 Contractor Certifications. The Parties shall certify that they and all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

9.4 GYEDC certifies that if GYEDC becomes aware during the term of the Agreement that GYEDC is not in compliance with the written certification, GYEDC shall notify the City within five (5) business days after becoming aware of the noncompliance. If GYEDC does not provide the City with a written certification that GYEDC has remedied the noncompliance within one hundred eighty days after notifying the City of the noncompliance, the Agreement terminates, except that if the Agreement termination date occurs before the end of the remedy period, the Agreement terminates on the Agreement termination date.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1 Notices. All notices to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by: (i) deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid, (ii) personal delivery by process server or (iii) sent by a nationally recognized courier (e.g., Federal Express, UPS) and addressed to the respective Parties as follows:

If to the City

City Manager
City of San Luis

If to GYEDC

President and CEO
Greater Yuma Economic and

P.O. Box 1170 (Mailing)
1090 East Union Street (In Person)
San Luis, Arizona 85349

Development Corporation
1351 Redondo Drive
Suite 158/159
Yuma, Arizona 85365

Copy to:

San Luis City Attorney
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

- 10.2 Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.
- 10.3 Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement.
- 10.4 Authority.** The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement.
- 10.5 Amendment of the Agreement.** This Agreement may be amended, in whole or in part, only with the mutual written consent of the Parties to this Agreement or by their successor in interest or assigns.
- 10.6 Severability.** If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
- 10.7 Reformation.** Should any term, provision, covenant, or condition of the Agreement be held to be void or invalid, the Parties shall reform this Agreement to conform as closely as possible to its original intent.
- 10.8 Governing Law.** The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.
- 10.9 Venue.** The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona, or in the United States District Court for the

District of Arizona at the election of the plaintiff in such legal action. The Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court that does not otherwise have jurisdiction to adjudicate the legal action.

- 10.10 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement, and no person or entity not a Party shall have any right or cause of action under this Agreement.
- 10.11 No Agency Created.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any agency, partnership, joint venture, or other similar arrangement between the Parties.
- 10.12 No Assignment nor Assumption.** GYEDC shall not assign the benefits of or delegate the obligations arising under this Agreement to any person or entity
- 10.13 No Personal Liability.** No officer, elected official, employee, or agent of the City shall be personally liable to GYEDC, or any successor or assignee, (a) if any default occurs or breach by the City, (b) for any amount which may become due to GYEDC or its successor or assign, or (c) under any obligation of the City under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of GYEDC under this Agreement shall be limited solely to the assets of GYEDC and shall not extend to or be enforceable against (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of GYEDC; (ii) the shareholders, members or managers or constituent partners of GYEDC; or (iii) officers of GYEDC.
- 10.14 Survival.** All representations and warranties of GYEDC, GYEDC's indemnity, hold harmless, and defense obligations shall survive the expiration or earlier termination of this Agreement.
- 10.15 Time is of the essence.** Time is of the essence in this Agreement.
- 10.16 Further Acts.** Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
- 10.17 Force Majeure.** If GYEDC or the City are prevented or materially restricted from performing any of their obligations under this Agreement by an event of *force majeure*, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "*force majeure*" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. This includes but is not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control,

sabotage, riots, civil commotion, acts of civil or military authority, wars, material changes in applicable business laws or regulations, or public health emergencies.

10.18 Entire Agreement. This Agreement, including its Exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the Parties.

10.19 Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed to be an original. Electronically scanned signatures are the same as the original. However, GYEDC shall provide the City with the original signature to record the contract.

10.20 Ratification. Acts taken pursuant to this Agreement but prior to its execution are hereby ratified and confirmed.

EXECUTED in Yuma County, Arizona, on the date in the first paragraph of this Agreement, which is the date the last Party signed.

City of San Luis, Arizona

Nieves Riedel
Mayor

Date

Attest:

Approve As to Form:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Date

**Greater Yumna Economic
Development Corporation.**

Greg LaVann
President and CEO

Date



Greater Yuma
ECONOMIC DEVELOPMENT CORP

January 16, 2025

Mayor Nieves Riedel
Jenny Torres, Acting City Manager
P.O. Box 1170
San Luis AZ 85349

Mayor Riedel and Acting City Manager Torres,

Greater Yuma Economic Development Corporation (GYEDC) would like to take this opportunity to express our heartfelt gratitude to the City of San Luis for your financial support and amazing partnership. Your investment has been instrumental in enabling us to advance our strategic plans and achieve key organizational goals.

As we plan for the upcoming 2025-2026 fiscal year, we kindly request your continued support at the same funding level (\$63,763) as in this fiscal year. Maintaining this level of support will empower us to build upon the progress we have made and ensure we remain on track toward our shared objectives.

Thank you once again for your invaluable support and commitment to our mission. Your partnership is truly a cornerstone of our success, and we look forward to continuing this impactful collaboration.

Please feel free to call or email me with any questions you may have about our programs.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. LaVann', with a long horizontal flourish extending to the right.

Greg LaVann
President/CEO



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. A.

Meeting Date: 09/24/2025

Department Head: Maria Angelica Roldan, Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Ochoa, Administrative Coordinator, Parks & Recreation Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of a MadVac Litter Vacuum for the Parks Grounds Department. **(Angelica Roldan, Director of Parks and Recreation)**

SUMMARY:

The Parks Grounds Department was approved a total budget of \$77,880.00 for the purchase of an All-Terrain Litter Vacuum for fiscal year 2026. Staff have been in communication with a sales representative from HAAKER Equipment Company, who sells this type of equipment. Staff is interested in purchasing the MadVac LN50 Electric All-Terrain Litter Vacuum, which is ideal for cleaning in public park areas such as curbsides, parkways, and sidewalks. This litter vacuum delivers quiet, zero-emission performance, making it the most affordable and environmentally responsible litter vacuum. It is a fast and environmentally friendly litter removal that has up to six times (6x) the productivity of manual litter picking. This vacuum can pick up dry, damp, or wet waste, which will greatly benefit our Division when cleaning up after an event.

Staff received a quote for a MadVac LN50 Electric All-Terrain Litter Vacuum in the amount of \$77,871.00, which includes the Sourcewell Contract # 093021-EXP. Staff would like to present the HAAKER Equipment Company quote for approval in the amount of \$77,871.00, utilizing cooperative agreement contract # 093021-EXP as authorized dealer representative under the authority of the City of San Luis Procurement Code 3.05.090, Cooperative Purchasing.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF THE LN50 ELECTRICAL ALL-TERRAIN LITTER VACCUUM IN THE AMOUNT OF \$77,871.00 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	\$77,871.00
BUDGETED AMOUNT:	\$77,880.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	CAPITAL OUTLAY - EQUIPMENT - 100-999-90000 / \$1,048,191.80

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

The Parks Grounds Department has an approved budget of \$77,880.00 for the purchase of an All-Terrain Litter Vacuum in Fiscal Year 2026. Staff would like to purchase such equipment from HAAKER Equipment Company who have provided a quote under the Sourcewell Contract # 093021-EXP.

Attachments

MadVac All-Terrain Litter Vacuum - Quote
HAAKER Equipment Company - Sourcewell Information
Sourcewell Contract



MADVAC LN50 ALL-TERRAIN LITTER VACUUM

www.madvac.com



Date: 7/16/2025
PO#:

Payment term: Net 30 days after delivery
Freight: Free with Sourcewell member #62718

Bill Location/ Fed Tax ID#		Ship Location/ Contact Information	
CUSTOMER	City of San Luis, Az		
	1090 E Union St, San Luis, AZ 85349		
	Attn: Alvaro Escalante, aescalante@sanluisaz.gov		
	Ext. 1501		

Part #	Description	Unit Price	Quantity	Extended Price
Base Model				
LN50-D	LN50 All-Terrain Litter Vacuum with Hydraulic Arm Includes the following standard features: * Two convex mirrors mounted on vacuum arm * Fully street legal lighting package including SMV emblem * Strobe amber beacon * Back-up alarm * Foot step * Console accessory box with USB and 12V aux outlet * Exhaust bag dust control system * Operator head protection cushion (headrest) * Silent pack (for extra sound proofing) * Emergency stop button * Broom and rake holder * Storage compartment * License plate holder * Foot activated horn	\$ 63,115	1	\$ 63,115
LN50D Available Options				
K13089	48 in. (1219 mm) vacuum head, hydraulic raise/lower with dual vac port	\$ 3,631	1	\$ 3,631
K11937	Retractable wander hose 6 in. (152 mm) X 15 ft. (4.5 m)	\$ 1,469	1	\$ 1,469
K64945	Bagless debris system w/ Catch Cover	\$ 642	1	\$ 642
K12106	Overhead sunshield roof	\$ 1,481	1	\$ 1,481
Extended Warranty Options				
	Exprolink Inc. offers a 1-year (1000 hours) limited parts & labor WARRANTY	N/C	1	N/C

End User:

Sourcewell M#

Sub Total	\$ 70,338
Tax 10.71%	7,533
Total USD	\$ 77,871

Terms and Conditions

- Quote valid 30 days
- Lead time: 1-3 months once purchase order
- Applicable taxes not included
- Upon delivery, on-site operator and maintenance training provided by Exprolink / Madvac or authorized Madvac dealer

Sourcewell members:

- Freight is included with the exception of Hawaii and Alaska
- For Hawaii and Alaska, Exprolink will cover \$1500 freight amount per machine, the rest will be paid by Sourcewell member (freight cost quoted upon shipment)
- Freight will be charged to all Sourcewell members for any consumables/parts-only orders

Non-Sourcewell sales:

Freight is not included and will be quoted upon shipment

Approved and accepted by (Print Name)

Signature

Date approved

Special Instructions

- Purchase order to the attention of
Exprolink / Madvac or Dealer
1071 Rue Marie-Victorin
St. Bruno de Montarville J3V0M7 Tel:
855-651-0444
- Please indicate on your purchase order:
 - Sourcewell member number (if applicable)
 - Exprolink / Madvac Sourcewell contract number 093021-EXP (if applicable)
 - Exprolink / Madvac quote number
 - Complete bill-to and ship-to address with contact name and phone number

Sales rep contact info: Ryan Eldridge 602-695-6882

ryan.eldridge@haaker.com

Exprolink

Outdoor cleaning vehicle manufacturer

#093021-EXP

Maturity Date: 11/16/2025

Website: madvac.com/sourcewell

- [Products & Services](#)
- [Buy Sourcewell](#)
- [Documents](#)**
- [Contact Information](#)

Documents

Contract Documentation

[Contract](#)

Competitive Solicitation Documentation

- [Request for Proposal \(RFP\)](#)
- [Proof of Publication](#)
- [Proposal Opening Record](#)
- [Proposal Evaluation](#)
- [Comment & Review](#)

 [Board Resolutions](#) 

Pricing Documentation

Information in this file is subject to change

 [Contract 093021-EXP-Price Information](#) 

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Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Exprolink Inc., 2170 de la Province Longueuil, Quebec Canada J4G 1R7 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcwell

Exprolink Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/15/2021 | 11:34 AM CST

DocuSigned by:
Jean Bourgeois
By: 8870705E846A450...
Jean Bourgeois
Title: President
Date: 11/15/2021 | 4:52 PM CST

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 11/15/2021 | 4:52 PM CST

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

Vendor Details

Company Name: Exprolink Inc.
Does your company conduct business under any other name? If yes, please state: Exprolink / Madvac
Address: 2170 de la Province
Longueuil, Quebec J4G 1R7
Contact: George Bally
Email: gbally@exprolink.com
Phone: 855-651-0444 29
Fax: 450-651-0447
HST#: 856492020

Submission Details

Created On: Friday August 13, 2021 00:29:24
Submitted On: Tuesday September 28, 2021 10:06:52
Submitted By: George Bally
Email: gbally@exprolink.com
Transaction #: 70634c69-a6ca-48e3-bcfd-0b93e1f89c73
Submitter's IP Address: 147.253.129.62

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

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

Table 2: Company Information and Financial Strength

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

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

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

Table 3: Industry Recognition & Marketplace Success

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

Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

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

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

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
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25	Sales force.	<p>Exprolink sales force: In the United States our company has a National Sales Manager (NC) and 3 Regional Sales Managers (NC, TX, CA). These individuals are all full-time Exprolink employees. In Canada, we have 1 National Sales Manager and 2 RSM's. covering the territory, each also Exprolink employees. All RSM's actively support the Madvac dealers/agents located within the geographical territory they cover. RSM's are also very involved with customers who have purchased direct from Exprolink instead of going through one of our dealers/agents. A team of 15 employees at Exprolink head office assist/support RSM's in a variety of functions which includes 2 Field Service Technicians, parts & service, logistics and transport, inside sales, marketing, engineering, and accounting. Our President and General Manager are also very active in the field interacting with dealers/agents and end-users, doing presentations, participating in different sales-related events, trade shows, conferences, etc. The combined effort of all Exprolink personnel allow the company to effectively engage and serve customers no matter where they are situated in the United States or Canada.</p>
26	Dealer network or other distribution methods.	<p>Exprolink dealer/agent network: Distribution of our products is done through our network of dealers and agents that effectively cover all 50 states in the USA and the 10 Canadian provinces. (See uploaded document in Upload Additional Documents folder "List of Madvac dealers and agents") Each dealer has a service center staffed with factory-trained, highly experienced technicians. All dealers stock Madvac consumables and spare parts recommended by Exprolink to serve end-users quickly and efficiently. Madvac dealers have excellent representatives and inside sales specialists to actively support and develop relations with customers in their respective regions. Our company also has many agents located throughout the USA and Canada. Agents are not recognized Madvac dealers however engage with customers on Madvac sales opportunities and have the necessary training and support from our company to sell and service all our models.</p> <p>Exprolink direct sales: As previously mentioned, any USA or Canada Sourcewell member can also if they wish, purchase their Madvac unit(s) directly from Exprolink. These customers have their own experienced mechanics who possess the necessary skills to do maintenance and repairs on equipment such as ours. Important to note our machines are simpler than large street sweepers or other specialty vehicles. As a result, any seasoned mechanic can easily maintain our units. Consumables and parts can also be purchased directly at Exprolink, and our different RSM's and FST's out in the field + Exprolink head-office personnel available for support and training. Exprolink direct sales is growing and will continue to evolve the future because of our ability to satisfy customer needs without requiring the assistance of a Madvac dealer or agent.</p>
27	Service force.	<p>Exprolink service force: In the United States our company has 1 (soon 3) Field Service Technicians (FST) and 2 FST's in Canada. Our Field Service Technicians support our RSM's and dealer/agent network, as well as customers who purchase their Madvac unit(s) directly from Exprolink. Aside from doing equipment demos they are responsible for assisting clients repair and maintain equipment when needed and are also very involved in Madvac operator training. The FST also works closely with all dealers/agents answering technical questions, on-site training, support, and assistance relative to maintenance & repairs, etc.</p> <p>Additional customer service support is offered by our company via:</p> <ol style="list-style-type: none"> 1) Exprolink toll free parts and service department phone lines open from 7am to 6pm EST, Monday through Friday 2) 24 to 48hr delivery for parts (via FEDEX) 3) Dealer corner Internet portal (technical information parts bulletins, warranty information, operator training videos, operator and maintenance tips, machine manuals, PDI checklists, etc.) 4) Exprolink head office personnel which includes parts & service, logistics and transport, inside sales, and engineering. <p>In 2022 and 2023 three Exprolink company stores will be opened in the United States to accelerate delivery of machine spare parts and consumables. These stores will also benefit customers with reduced freight costs instead of shipping goods from Longueuil, Canada.</p>
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our proposed Sourcewell order process is a continuation of what we have been doing since our 122017-EXP contract was awarded in 2018.</p> <ol style="list-style-type: none"> 1) Sourcewell member will issue a purchase order to Proposer directly (in the case of a direct sale) or to authorized Madvac dealer/agent. 2) PO document will indicate end-user Sourcewell member number as well as our Exprolink Sourcewell awarded contract vendor number. 3) Dealer/agent will send us his purchase order document also indicating end-user name, Sourcewell member number, and our awarded contract number. 4) Once PO is received, Exprolink inside sales department will validate that pricing corresponds to the terms of our Sourcewell contract price sheets. This includes validating payment terms and conditions are all compliant. 5) After validation, an internal authorization is given by the appropriate Exprolink Regional Sales Manager to process the PO and add to the production board. An order acknowledgement is sent to the dealer/agent (or directly to the end-user in the event of a direct sale) (See uploaded document in Standard Transaction Documents folder "4 - order acknowledgement - sample") 6) The Sourcewell sale is recorded by our accounting department within our dedicated Sourcewell record-keeping files. From there, quarterly remittance payment amounts to Sourcewell are calculated and processed. 7) Once the order ships, Exprolink invoice is sent either directly to the Sourcewell member (direct sale) or to the dealer/agent. The invoice will indicate end-user Sourcewell member number as well as Exprolink awarded contract vendor number. (See uploaded document in Standard Transaction Documents folder "6 - invoice - sample")

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

Table 7: Marketing Plan

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

Table 8: Value-Added Attributes

Line Item	Question	Response *
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<p>39</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Extensive training on operation and maintenance of all Madvac vehicles is provided at no cost by all Madvac dealers and agents. Training sessions are personalized and adapted to the unique needs of each Sourcewell member. Training sessions are a mix of both theory and practice. Exprolink operator and maintenance documentation and available videos are always provided. (See uploaded document in Upload Additional Documents folder "sample Madvac LN/LR 50 manual")</p> <p>Our Regional Sales Managers and Field Service Technicians often support Madvac dealers / agents within the training process either in-person or at a distance. In the case of direct sales, our RSM.s and FST's are usually at client location when the unit is delivered to provide complete operator and maintenance training. There is no additional cost for this service.</p> <p>Please note many Madvac customers do not insist on having a company representative (or dealer/agent) on-site for delivery and training. Reason being some of our models are very easy to operate and manage + available documents we provide are often sufficient for their needs. We make very good use of technology to also train/answer questions, etc. at a distance. Should additional support be required we are always available for on-site presence. In all instances, there is no additional cost for Sourcewell members.</p> <p>Important to note our website offers two very useful resources in helping Madvac dealers/agents, and customers learn more about our machines relative to operator training and maintenance:</p> <p>1) The secured section of our website offers dealers/agents access to operator training videos they can share with customers + many useful documents related to maintenance and operator training. (See uploaded documents in Upload Additional Documents folder "LP61-G Operator & maintenance tips and LS175 Maintenance schedule")</p> <p>2) Our website also offers a detailed product overview document for each machine which greatly helps customers understand the unit they are buying - key machine characteristics, specs, and options are all shown in detail. Anyone can access these documents and review both during the buying process and afterwards in preparation for arrival of the machine. (See uploaded document in Marketing Plan Samples folder "LN50 product overview") For consumables and spare parts, our Parts & Service manager will engage with all dealers/agents to discuss potential spare parts needs, confirm the order process, warranty registration, warranty claim process, etc. Same approach is used for all Exprolink direct sales customers. He will also confirm key Exprolink contact names in the event client needs to speak with someone on our team relative to operator or maintenance questions/issues. There is no additional cost to Sourcewell members for this service.</p>
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<p>40</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Our product line has greatly evolved over the past years with regards to performance, operator safety and comfort, and durability. Below is an overview of machine improvements including details relative to the new, 2nd generation LN50 and LR50 electric units coming to market in November 2021.</p> <p>Improvements to model LS175 Tier 4 diesel since 2018: -Rotary shredder: new design, no more occasional clogging caused by debris, improved safety when servicing the unit, better performance than previous model -Throttle pedal: improved ergonomic design -Proximity sensors: improved security for the operator relative to hopper and shredder functions -Hydraulic controls: smoother operation, better security on the hopper operation -Hand brake: improved efficiency, better reliability, less force applied by operator -Service brakes: 30% increase in braking capacity -Cartridge filtration system: increased dust filtration capability to MERV 14 level -RWD: wheel motors sent to rear of vehicle for better traction and improved reliability on hydraulics -Pickup nozzle (vacuum head): increased efficiency by 17% and vacuum velocity by 10% -HVAC: increased efficiency and reliability for hotter climate temperatures -Rear footstep: added operator safety for filter and hopper cleaning -Hydrostatic reprogramming: smoother operation, more precise controls -Water tank plugs: now tool-less operation for draining water tanks (See uploaded document in Marketing Plan Samples folder "LS175 diesel product overview")</p> <p>Improvements to models LN50/LR50 Tier 4 diesel since 2018: -Heater: improved efficiency and security for the operator -Robotic Arm: improved durability and better rotation motor -Interior console: added USB and 12V feature + cell phone holder -Heated seat: additional comfort for the operator -Joystick: better reliability and durability of the arm controls -Footstep: for more operator comfort and safety -Electric throttle: improved control capability for the operator -LED lights: better visibility and more eco efficient -Heavy duty front suspension: improved durability and stability -Rear gas shocks: improved durability and stability -Water mist system: better dust control and security feature in the event of accidentally vacuuming a lit cigarette -Work lights: upgrade for operator safety -Engine air intake protection: increased protection against blockages caused by debris -Airport strobe lighting kit: added feature for safety and visibility -7-inch vacuum hose: better vacuum and air speed for even better suction -48-wide vacuum head: better vacuum with improved seal and better durability with new rollers (See uploaded documents in Marketing Plan Samples folder "LN50 diesel product overview" and "LR50 diesel product overview")</p> <p>New LN50 / LR50 vocational electric vehicles (VeV): Our 2nd generation electric LN50-LR50 lithium-ion battery-powered machines will cater to all customers who favor eco efficient solutions for their fleet. These truly unique machines will run using one of the best, most effective compact battery models in the world. LN50-LR50 battery packs will offer close to 3 times better 'energy per weight and volume' ratio in the industry. LN50 electric video: https://www.youtube.com/watch?v=m0xyiKEPFGY (See uploaded document in Upload Additional Documents folder "Exprolink-Madvac LN50-LR50 electric")</p> <p>Our strategic battery provider is world-renowned, California-based Zero Motorcycles https://www.zeromotorcycles.com/</p> <p>Zero Motorcycles combine the best aspects of a traditional motorcycle with today's most advanced technology. Zero produces high-performance electric motorcycles that are lightweight, efficient, fast off the line and fun to ride. The company is 15 years in business and delivers more batteries than all other suppliers of motorcycle / ATV's combined. Zero has signed strategic partnerships with a select group of OEM manufacturers in various applications such as Polaris, and Exprolink. (See uploaded document in Financial Strength folder "Exprolink-Zero press release")</p>
<p>41</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>As mentioned in line item 40 in November 2021 production line of our new, 2nd generation LN50 and LR50 vocational electric vehicles (VeV) begins. These truly unique machines will provide lower dB rating than the diesel equivalent, reduce green house gas (GHG) emissions by 17 tons annually, and offer up to 9h autonomy. Battery pack can be charged using standard Level 2 SAE charger J1772 at 6kw. Excluding Sourcewell member possibility of receiving a grant or subsidy for purchase of a VeV, payback on the additional cost of the LN50 and LR50 electric units versus diesel is less than 4 years. (See uploaded documents in Marketing Plan Samples folder "LN50 electric product overview" and "LR50 electric product overview")</p> <p>In Q1 2022 production line of our brand new, purpose-built LS125 electric sweeper will also begin. This VeV will be the first ever 48-inch wide, closed-cabin, tip-to-dump compact sweeper built in North America. The machine will reduce GHG emissions by 45 tons annually in comparison to operating a similar diesel unit. The LS125 electric will also be lower in height than the diesel version allowing easy access and clean-up for all indoor parking garages that have a 7-feet+ ceiling clearance. Excluding Sourcewell member possibility of receiving a grant or subsidy for purchase of a VeV, payback on the additional cost of the LS125 electric versus diesel is less than 5 years. (See uploaded document in Marketing Plan Sample folder "LS125 electric brochure")</p> <p>For all our electric models, battery-pack provider Zero Motorcycles offers an eco friendly product and comprehensive recycling program. (See uploaded document in Upload Additional Documents folder "Zero Motorcycles sustainability")</p>

42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our strategic battery provider for the new LN50 and LR50 VeV's is world-renowned, California-based Zero Motorcycles https://www.zeromotorcycles.com/ Zero electric powertrain technology meets or exceeds all North American standards within its product range. (See uploaded document in Upload Additional Documents folder "Zero data sheet - battery assembly – sustainability")</p> <p>As mentioned in Line Item 41, the electric LN50 and LR50 units will provide lower dB rating than the diesel equivalent and reduce green house gas (GHG) emissions by 17 tons annually. For the LS125 electric with launch in Q1 2022, this unit will also provide lower dB rating than diesel counterpart and reduce GHG emissions by 45 tons annually.</p> <p>Zero battery packs provide up to 9hr autonomy. They are rated for 1500 complete cycles – based on common usage of our machines, 95% of customers will need to replace the batteries between year 8 and year 12 of usage. Drop in battery performance over time will be gradual, not sudden.</p>
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Exprolink does not have accreditation for Women or Minority Business Entity (WMBE) or Small Business Entity (SBE). However, please note our company supports and has always met the requirements of the Pay Equity Act. (Canada)</p> <p>Exprolink staff has and will always be composed of a multi-ethnic, male/female group of individuals where everyone is treated equally and with respect.</p>
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Unique attributes of our company:</p> <ol style="list-style-type: none"> 1) Exprolink is the ONLY manufacturer of compact outdoor cleaning vehicles in North America. We are an existing Sourcewell awarded contract vendor and are currently having a record year in terms of # of units sold, and dollar value. Exprolink overall sales have tripled over the past 3 years. 2) We are financially supported by one of Canada's largest investment funds (Fonds de Solidarité FTQ). (See uploaded document in Financial Strength folder "FTQ letter to Sourcewell") 3) We also have the support of the Quebec Government who is opening doors for us throughout the United States and Canada with one of its key agencies (Investissement Québec) (See uploaded document in Financial Strength folder "Investissement Quebec letter") 4) In the compact, outdoor cleaning sector (ride-on litter vacuums and sweepers) our company has the largest dealer/agent network in the industry, able to cover the territory coast to coast both in the United States and Canada. (See uploaded document in Financial Strength folder "List of Madvac USA-Canada dealers and agents") 5) In the United States our dealers/agents are supported by a team of Exprolink employees all located in the USA: 1 National Sales Manager, 3 Regional Sales Managers, and 1 (soon 3) Field Service Technicians. Our company also plans on opening 3 company stores in 2022 and 2023 for quicker delivery of consumables and spare parts. In Canada, our dealers/agents are supported by 1 National Sales Manager, 2 Regional Sales Managers, and 2 Field Service Technicians. 6) Despite our extensive distribution network, a growing number of private and public sector companies are purchasing our equipment without involving one of our dealers/agents. Contrary to bigger pieces of equipment, our machines are easy to maintain/repair by any experienced mechanic. (See uploaded document in Financial Strength folder "Reference letter - Hazleton City Authority") 7) In closing, our company is maybe the only Canadian manufacturer proposing on this bid. Granting Exprolink an awarded contract will certainly inspire many Canoe Procurement members and potential new members to embrace your national cooperative purchasing contract in Canada. <p>Unique attributes of our product line: Urban centers today continue to face unprecedented issues related to litter. The consequences of litter for the environment are well known, dramatic, and carry a very high economic cost. (See uploaded document in Marketing Plan Samples folder "10 reasons why keep your city clean")</p> <p>One of the biggest problems with litter is that it is everywhere around us: streets, parks, sidewalks, alleys, pedestrian lanes, alongside buildings, roads, ditches, runways, fence lines, etc. – removing litter and debris at these locations cannot be done using convention street sweepers or other large size machines.</p> <p>As a result, different methods are used which include:</p> <ol style="list-style-type: none"> a) manual litter picking (demeaning work, slow, inefficient, not safe) b) blowing the litter onto the street (slow, inefficient, noisy, provokes lots of dust in the air -negative impact on air quality, unpleasant for pedestrians near-by) c) displacing the litter onto the street using water pressure, (not environmentally friendly, increases pollution in the waterways, constant need to replenish water tanks) d) displacing the litter using a machine or vehicle that has rotating brushes (provokes lots of dust in the air – negative impact on air quality, unpleasant for pedestrians near-by) e) walk-behind type litter vacuums (slow, operator must be on his/her feet, limited litter capacity) <p>Worth noting all these litter removal options are dependant on favorable climate conditions to do the work.</p> <p>Madvac proposes a truly unique line of diesel and electric compact ride-on litter vacuums and sweepers to address the problem differently. Our units are known as being the ideal, most efficient, and safe solution that truly out-perform the litter removal methods mentioned above:</p> <ol style="list-style-type: none"> a) each Madvac model effectively replaces 6 to 8 manual litter pickers b) LN/LR units (diesel and electric) are all-terrain vehicles c) operator is seated on the machine, at a safe distance from the litter d) for operator comfort, units like the LS175 / LS125 sweepers and LR50 litter vac offer a closed cabin environment – ideal during less favorable weather conditions e) all our machines can collect litter that is dry, humid, or wet f) each Madvac unit has a unique dust control system that preserves air quality g) Madvac electric models offer up to 9-hr autonomy, zero emission, low dB solution for litter removal ((for many municipal and educational customers lower dB is a particularly important feature) h) our ride-on litter vacuums can cover much more ground than walk behind models – they do not require a CDL to operate, have full street legal lighting, and are equipped with a 15-foot wander hose for hard-to-reach areas. i) litter capacity of our ride-on units is greater than all walk-behind models on the market. j) the Madvac product line was specifically designed for parking lots, sidewalks & curbs, bus shelters, bike trails, pathways, alleys, pedestrian lanes, public markets, plazas, alongside buildings, fence lines, narrow roads, runways, etc. - in short, any environment challenged by constant accumulation of litter and debris in locations that bigger machines can't access or manage. (See uploaded document in Marketing Plan Samples folder "Madvac models – litter applications")

		<p>The unique advantages/characteristics of our different models allow us to serve a very wide range of customers which include Cities and municipalities, Outdoor cleaning contractors, Solid waste & recycling centers, Amusement parks, Airports and seaports, Transit authorities, Educational and sports facilities, Shopping-Malls, Distribution centers, Casinos, Correctional facilities, Healthcare services, Manufacturing facilities, and Military.</p> <p>Additional key attributes of our equipment:</p> <p>LS175 and LS125 sweeper:</p> <ol style="list-style-type: none">1) LS175 and Q1 2022 LS125 model are the ONLY 48-inch wide, closed cabin, tip to dump sweepers built in North America. The LS175 diesel is also the least expensive 48" wide compact sweeper on the market.2) The LS125 electric with NMC battery packs will offer up to 9h autonomy. Can be charged using standard level 2 charger J1772 at 6KW or 110-volt standard wall socket. <p>LN50 / LR50 - diesel and electric:</p> <ol style="list-style-type: none">1) The LN50 and LR50 models are the ONLY units on the market equivalent to the discontinued Tennant ATLV 4300. (See uploaded document in Upload Additional Documents folder "Tennant ATLV")2) Both LN50 and LR50 models can be equipped with a touch-free medical waste bin for syringes and other materials that may be high-risk for employee safety.3) The LN50 / LR50 electric with NMC battery packs will offer up to 9h autonomy. Can be charged using standard level 2 charger J1772 at 6KW or 110volt standard wall socket. (This charging option is particularly interesting for many customers) <p>LN50 electric video: https://www.youtube.com/watch?v=yAp8I-Hr5Yw</p> <p>LP61-G – gas:</p> <ol style="list-style-type: none">1) Available skid-mount and trailer-mount. The ONLY compact, portable litter vacuum built in North America that offers vacuuming power up to 3000 CFM with 50-gallon litter capacity.2) Litter capacity of the LP61-G skid-mount can be increased with the addition of the optional LC400 and LC600 Collector. These unique, electric trailer-mount units allow operator to transfer litter from the 61-G skid-mount unit to the Collector for increased litter capacity and efficiency out in the field. The LC400 offers 4 cubic yard litter capacity while the LC600 provides 6 cubic yards. <p>See uploaded document in Marketing Plan Samples folder "LP61-G - electric Collector option"</p>
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Table 9: Warranty

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

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	<p>Our company provides warranty coverage to the original purchaser for all new equipment manufactured by Exprolink to be free from defects in material and workmanship under normal operating conditions and proper use for a period of twelve (12) consecutive months from the date placed in service or one thousand (1000) hours of operation, whichever occurs first. At time of order, all Madvac customers have the option of buying a 1-year or 2-year extended warranty. Extended warranty terms and conditions are identical to the standard 1-year warranty with the exception that warranty duration/hours of usage are extended. Cost for extended warranty options is indicated on all our price sheets for each model.</p> <p>Warranty on parts repaired or replaced by Exprolink (or an authorized Exprolink dealer, agent, or third party) are guaranteed for the remainder of the original warranty period.</p> <p>Labor rate for diagnostics, replacement, or repair of defective parts covered under warranty is 85% of the approved prevailing door rate. (See uploaded documents in Warranty folder "Exprolink warranty- diesel/gas engine models" and "Exprolink warranty - battery powertrain models")</p>
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty does not impose usage restrictions or other limitations that may adversely affect coverage. However, warranty coverage may be affected if end-user does not respect certain normal operating conditions mentioned in our warranty document. For example: a) neglecting to execute the prescribed maintenance schedule, and b) using the machine within an environment/application that does not correspond to the capabilities/vocation of the unit.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For the first six (6) months of the warranty, travel warranty coverage is limited to a maximum of three (3) hours of round-trip travel time (per warranty event) to remedy a defective product or part. If Sourcewell member purchases a 1-year extended warranty, travel warranty coverage is 12 months, If Sourcewell member purchases a 2-year extended warranty, travel warranty coverage is 18 months.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no regions across the United States or Canada where we cannot provide a certified technician to perform warranty repairs. The technician can be an Exprolink employee, or a factory-trained technician employed by one of our dealers or agents.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The Exprolink warranty covers all parts made by other manufacturers except for the machine engine from either Kubota, Hatz, or Honda. The original manufacturer warranty is extended to the original purchaser of the Madvac unit. This is mentioned in our Exprolink warranty document for diesel/gas engine models. (See uploaded documents in Warranty folder "LN/LR 50 Kubota Tier 4 engine manufacturer warranty", "LP61-G Honda engine manufacturer warranty", "LS175 Hatz Tier 4 engine manufacturer warranty", "Exprolink warranty – diesel-gas engine models")
50	What are your proposed exchange and return programs and policies?	Our exchange and return policy and procedures are described in our Exprolink warranty document. In short, Exprolink will replace at no additional cost or fee any Madvac machine, or part, that has a significant defect which we are unable to repair within a reasonable time-period. (See uploaded documents in Warranty folder "Exprolink warranty – diesel-gas engine models" and "RGA document")
51	Describe any service contract options for the items included in your proposal.	Our proposal does not include service contract options. However please note all Madvac dealers/agents across the USA and Canada can offer and provide service contracts. These contracts vary in range and scope: Some customers request support only for certain specific elements of their Madvac vehicle, while others insist on a full, turn-key service contract that covers every aspect of the machine. Madvac dealers/agents have the ability/latitude of providing different options to satisfy Sourcewell member needs.

Table 10: Payment Terms and Financing Options

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

Table 11: Pricing and Delivery

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

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

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

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>1) As we currently do with our existing Sourcewell contract, we receive a copy of all purchase orders related to Sourcewell contract sales. Contract sales are recorded into a separate General Ledger account. This account is used to produce quarterly sales reports to Sourcewell. In addition, a month-end audit is conducted by our Director of Finance to ensure that all Sourcewell sales have been properly noted in the correct GL.</p> <p>2) Each month we produce a report that calculates administration fees for remittance to Sourcewell. This report is prepared using the specific GL account related to Sourcewell sales and the % administrative fee due as outlined in our Sourcewell contract. The report is authorized and signed by our Director of Finance. An accrued payable is registered each month into our account and ensures we remit proper amounts to Sourcewell on a quarterly basis.</p>
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>(See uploaded document in Upload Additional Documents folder "Madvac - Sourcewell sales 2018-2021")</p> <p>This 12-page document shows the internal metrics we currently use to measure success with our existing Sourcewell awarded contract 122017-EXP. All data is updated monthly and is carefully analysed by Exprolink upper management as well as our senior sales executives.</p> <p>Some of the key elements include: Number of units sold, dollar value, breakdown by model, territory, lead source, and channel. Comparison is made between current performance and same period during past years.</p>
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Exprolink commits to paying a 2% administrative fee to Sourcewell for all awarded contracts. Fee based on total sales amount which includes cost of:</p> <ol style="list-style-type: none"> 1) machine base model 2) selected options 3) extended warranty 4) consumables and spare parts

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

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

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

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

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

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

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

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

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

Madvac units provide customers with a better alternative:

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

Additional important information concerning our product line:

LS175 and LS125 sweepers

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

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

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

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

LN50 / LR50 - diesel and electric

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

LR50 video: https://www.youtube.com/watch?v=i_QcIIS9DRI

- 2) Both LN50 and LR50 models can be equipped with a touch-free medical waste bin for syringes and other materials that may be high risk for employee safety.
- 3) LN50 / LR50 electric with NMC battery packs will offer up to 9h autonomy. Can be charged using standard level 2 charger J1772 at 6KW or 110volt standard wall socket. (This charging option is particularly interesting for many customers)

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

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

(See uploaded document – Exprolink-Zero press release)

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

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

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

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

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

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

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than

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

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

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jean Bourgeois, President, Exprolink Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	<input checked="" type="checkbox"/>	2



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. B.

Meeting Date: 09/24/2025

Department Head: Maria Angelica Roldan, Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Ochoa, Administrative Coordinator, Parks & Recreation Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of a pre-fabricated manufactured restroom unit to replace the existing restrooms at the Joe Orduño Park. **(Angelica Roldan, Director of Parks and Recreation)**

SUMMARY:

The Parks and Recreation Department would like to work once again with CXT Precast Concrete Products to purchase a pre-fabricated manufactured restroom unit for the Joe Orduño Park. Joe Orduño Park is in need of a new restroom unit due to the existing restroom structure showing significant wear and tear. Joe Orduño Park is one of our most popular and visited parks, where families gather to enjoy city events, seasonal leagues and competitions, and have family gatherings. For many years, there has only been one restroom unit for families of all ages to use. Due to years of use, the bathrooms have undergone considerable wear and tear, and the staff would like to upgrade the bathroom structure to provide a better experience for our residents and visitors.

CXT provided staff with a quote for the Cortez Bathroom model, a two-user, single-occupant, fully accessible flush restroom. This model will feature added amenities, including stainless steel water closets, stainless steel lavatories, electric hand dryers, electronic flush valves, anti-graffiti coating, an exterior frostproof hose bib with box, and an adult changing table in both restrooms. This model is similar to the one purchased for the Bienestar 9B park and East Community Park, which is scheduled to be installed this fiscal year. The quality of the restroom units, as well as the timeliness of delivery and installation, has been great. The Parks and Recreation Department would like to work with CXT once again due to these positive experiences.

Staff is seeking approval from the Mayor and Council members to move forward with the purchase of pre-fabricated manufactured restrooms from CXT for the amount of \$247,103.61, utilizing Cooperative Agreement Contract #052725-CXT under the authority of the City of San Luis Procurement Code 3.05.090, Cooperative Purchasing. CXT provided staff with a quote for the Cortez bathroom model using Sourcewell Contract #052725-CXT, ensuring that the City receives the best pricing for this purchase, thereby precluding formal bidding from resulting in a lower bid.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF THE PRE-FABRICATED MANUFACTURED RESTROOM UNIT IN THE AMOUNT OF \$247,103.61, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: CITY
TOTAL: \$247,103.61
BUDGETED AMOUNT: \$257,200.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: CAPITAL OUTLAY - IMPROV
BUILD - 100-999-90005 / N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

The purchase of a pre-fabricated manufactured restroom unit was contemplated when budgeting for the FY2026 CIP's for the Joe Orduño Park. This project was budgeted for FY2026 under the GL Account 100-999-90005 with an approved budget of \$257,200.00.

Attachments

CXT Precast Concrete Products Quote - Cortez Model - Joe Orduno Park
CXT Sourcewell Contract



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1077766885 ABA/Routing: 043000096

Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for

special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

****Customer is responsible for all local permits and fees.**

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

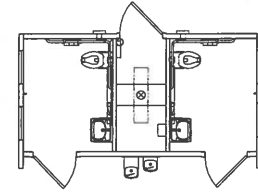
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

CORTEZ – 10' 3" X 17'

Cortez with chase has two single user fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.



CXT
800.696.5766
cxtinc.com

*Base Price \$ 65,718.00

Optional Sections				
Restroom* \$65,718	Qty: 1	= \$65,718	Shower* \$79,479	Qty: = \$0
Family Assist Shower/Restroom Combo* \$76,680	Qty:	= \$0	Multipurpose Room \$60,840	Qty: = \$0
Concession* \$76,194	Qty: = \$0			
			Total for Optional Sections	\$ 65,718.00

Added Cost Options		Price per unit	Click to select	
Final Connection to Utilities (per section)		\$ 5,000.00	<input type="checkbox"/>	0.00
Optional Wall Texture (per section)- choose one <input checked="" type="radio"/> Split Face Block (\$5,500) <input type="radio"/> Stone (\$7,000)			<input type="button" value="Reset Wall Texture"/>	11,000.00
Optional Roof Texture (per section) <input checked="" type="checkbox"/> Ribbed Metal		\$ 5,500.00		11,000.00
Insulation and Heaters (per section)		\$ 19,500.00	<input type="checkbox"/>	0.00
Stainless Steel Water Closet (each)	Qty: 4	\$ 1,750.00	<input checked="" type="checkbox"/>	7,000.00
Stainless Steel Lavatory (each)	Qty: 4	\$ 1,500.00	<input checked="" type="checkbox"/>	6,000.00
Electric Hand Dryer (each)	Qty: 4	\$ 700.00	<input checked="" type="checkbox"/>	2,800.00
Electronic Flush Valve (each)	Qty: 4	\$ 1,500.00	<input checked="" type="checkbox"/>	6,000.00
Electronic Lavatory Faucet (each)	Qty:	\$ 1,500.00	<input type="checkbox"/>	0.00
Paper Towel Dispenser (each)	Qty:	\$ 350.00	<input type="checkbox"/>	0.00
Toilet Seat Cover Dispenser (each)	Qty:	\$ 350.00	<input type="checkbox"/>	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty:	\$ 100.00	<input type="checkbox"/>	0.00
Baby Changing Table (each)	Qty:	\$ 750.00	<input type="checkbox"/>	0.00
Skylight in Restroom (each)	Qty:	\$ 1,600.00	<input type="checkbox"/>	0.00
Marine Grade Skylight in Restroom (each)	Qty:	\$ 2,450.00	<input type="checkbox"/>	0.00
Marine Package (excluding fiberglass doors and frames) (per section)		\$ 2,350.00	<input type="checkbox"/>	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty:	\$ 5,600.00	<input type="checkbox"/>	0.00
2K Anti-Graffiti Coating (per section)		\$ 4,000.00	<input checked="" type="checkbox"/>	8,000.00
Optional Door Closure (each)	Qty:	\$ 700.00	<input type="checkbox"/>	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty:	\$ 3,300.00	<input type="checkbox"/>	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty:	\$ 1,350.00	<input type="checkbox"/>	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	\$ 1,200.00	<input checked="" type="checkbox"/>	1,200.00
Total for Added Cost Options:				\$ 53,000.00
Custom Options: \$4000 Installation Surcharge, 1 Adult Changing stations, \$4000				\$ 8,000.00
Engineering and State Fees:				\$ 5,500.00
Estimated One-Way Transportation Costs to Site (quote):				\$ 25,263.00
Estimated Tax:				\$ 23,904.61
Total Cost per Unit Placed at Job Site:				\$ 247,103.61

Estimated monthly payment on 5 year lease **\$4,966.78**

Disclaimer: Please call to confirm selected sections are compatible.

This price quote is good for 60 days from date below, and is accurate and complete.



I accept this quote. Please process this order.

Company Name

Gary Burger
Digitally signed by Gary Burger
Date: 2025.02.12 14:25:59 -06'00'

[Signature Box]

CXT Sales Representative

Date

Company Representative

Date

OPTIONS

Exterior Color(s) (For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)

<input type="checkbox"/> Amber Rose	<input type="checkbox"/> Berry Mauve	<input type="checkbox"/> Buckskin	<input type="checkbox"/> Cappuccino Cream
<input type="checkbox"/> Charcoal Grey	<input type="checkbox"/> Coca Milk	<input type="checkbox"/> Evergreen	<input type="checkbox"/> Georgia Brick
<input type="checkbox"/> Golden Beige	<input type="checkbox"/> Granite Rock	<input type="checkbox"/> R Hunter Green	<input type="checkbox"/> Java Brown
<input type="checkbox"/> Liberty Tan	<input type="checkbox"/> Malibu Taupe	<input type="checkbox"/> Mocha Caramel	<input type="checkbox"/> Natural Honey
<input type="checkbox"/> Nuss Brown	<input type="checkbox"/> Oatmeal Buff	<input type="checkbox"/> W Pueblo Gold	<input type="checkbox"/> Raven Black
<input type="checkbox"/> Rich Earth	<input type="checkbox"/> Rosewood	<input type="checkbox"/> Sage Green	<input type="checkbox"/> Salsa Red
<input type="checkbox"/> Sand Beige	<input type="checkbox"/> Sun Bronze	<input type="checkbox"/> Toasted Almond	<input type="checkbox"/> Western Wheat

Special roof color # _____ Special wall color # _____

Special trim color # _____

Stone Color (Mark option with an X.) *If option is not available, verify stone option is selected on previous page.

<input type="checkbox"/> Basalt*	<input type="checkbox"/> Mountain Blend*	<input type="checkbox"/> Natural Grey*	<input type="checkbox"/> Romana*
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Roof Texture *If option is not available, verify roof texture option is selected on previous page.

Ribbed Metal*

Wall Texture(s) (For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)
*If option is not available, verify wall texture option is selected on previous page.

<input checked="" type="checkbox"/> Split Face Block*	<input type="checkbox"/> Horizontal Lap*	<input type="checkbox"/> Board & Batt*	<input type="checkbox"/> Stucco**
<input type="checkbox"/> Brick**	<input type="checkbox"/> Distressed Wood**		

Stone Wall Texture (bottom texture only) *If option is not available, verify stone option is selected on previous page.

<input type="checkbox"/> Napa Valley**	<input type="checkbox"/> River Rock**	<input type="checkbox"/> Flagstone**	<input type="checkbox"/> Stacked Rock**
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*Textures not included in CXT's quote are additional cost.

Door Opener

<input type="checkbox"/> Non-locking ADA Handle	<input checked="" type="checkbox"/> Privacy ADA Latch	<input type="checkbox"/> Pull Handle/ Push Plate
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Deadbolt

Accessible Signage

<input type="checkbox"/> Men	<input type="checkbox"/> Women	<input checked="" type="checkbox"/> Unisex
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Toilet Paper Holder

<input type="checkbox"/> 2-Roll Stainless Steel	<input checked="" type="checkbox"/> 3-Roll Stainless Steel
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Notes:

cxtinc.com
800.696.5766





MASTER AGREEMENT #052725
CATEGORY: Restroom and Shower Facilities Solutions
SUPPLIER: CXT Inc.

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 CXT Inc., 606 N. Pines, Suite 202, Spokane Valley, WA 99206 (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 July 10, 2029, 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 #052725 to Participating Entities. In Scope solutions include: Restroom and Shower Facility Solutions, including permanent, portable, trailer-mounted, or towable:
- a. Flush, waterless (vault), or compostable toilets and restrooms;
 - b. Showers and changing rooms;
 - c. Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities;
 - d. Equipment, products, accessories, and supplies related to the solutions described in subsections 1. a. – c. above; and,
 - e. Services related to the solutions described in subsections 1. a. - d. above, including design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include “service-only” solutions.
- 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.

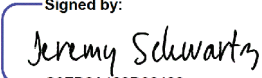
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating 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.

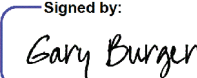
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the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

CXT Inc.

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 7/7/2025 | 7:37 PM CDT

Signed by:

 By: 5464A28DD55E4E9...
 Gary Burger
 Title: Director of Commercial Operations
 Date: 7/7/2025 | 2:26 PM CDT

RFP 052725 - Restroom and Shower Facility Solutions

Vendor Details

Company Name: CXT Inc
Does your company conduct business under any other name? If yes, please state: Texas
Address: 606 N Pines Rd
Suite 202
Spokane Valley, WA 99206
Contact: Gary Burger
Email: gburger@lbfoster.com
Phone: 254-717-0912
Fax: 509-928-8270
HST#: 91-1498650

Submission Details

Created On: Monday May 19, 2025 08:45:08
Submitted On: Monday May 26, 2025 10:57:37
Submitted By: Gary Burger
Email: gburger@lbfoster.com
Transaction #: c3310543-146d-40f2-9e5d-9f9ddf78ccb8
Submitter's IP Address: 147.243.178.145

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.	CXT Incorporated
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).	NA
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: OGA05 UEI: MLC1FHL356S9
5	Provide your NAICS code applicable to Solutions proposed.	332311
6	Proposer Physical Address:	606 N Pines Suite 202 Spokane Valley, WA 99206
7	Proposer website address (or addresses):	www.cxtinc.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):	Gary Burger Director of Commercial Operations
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Gary Burger Director of Commercial Operations 606 N Pines Suite 202 Spokane Valley, WA 99206 gburger@lbfooster.com 254-717-0912
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Gregg Zentarsky Sales Manager 606 N Pines Suite 202 Spokane Valley, WA 99206 gzentarsky@lbfooster.com 412-398-4286

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>L.B. Foster Company Lee B. Foster was only 20 years old when he founded the company in 1902 that bears his name. L.B. Foster Company has grown for more than a century to become a leader in the manufacture, fabrication and distribution of infrastructure products and materials.</p> <p>Foster began the company to service a transportation need he recognized while growing up around his father's oil business in Titusville, Pennsylvania. Lee saw that his father received many inquiries from mines, logging camps, and quarries about the availability of relay (used) train rail. Because no truck transportation existed at the time, permanent and temporary rail spurs were the only means for transporting heavy materials to and from jobsites near and far. New rail was costly, and Foster saw an opportunity to resell rail that had been retrieved from abandoned and replaced railroads and urban transit systems.</p> <p>To encourage the sale of used material, Lee Foster initiated a guarantee that set his firm apart from others and contributed greatly to his success: "If the material is not up to the standard represented, ship it back and we will pay the freight both ways." This dedication to customer satisfaction became a core company value and remains today at the forefront of the L.B. Foster customer service policy.</p> <p>In addition to transportation products, L.B. Foster Company began to focus on other infrastructure-related industries for new expansion. Today the company markets its products to businesses involved in transportation, construction, energy, utility, recreation, and agriculture.</p> <p>In 1999 the company acquired CXT Incorporated, a leading manufacturer of engineered concrete products for railroad and recreation markets. This acquisition positioned L.B. Foster to better serve customers with a comprehensive line of mainline, transit and industrial rail products. The purchase of CXT also expanded the company into the production of recreational and multi-purpose precast concrete buildings.</p> <p>CXT Incorporated CXT® was started in 1987 as a joint venture of Costain and Con-Force to build concrete railroad ties (CXT stands for concrete crossing ties) in the U.S. for the Burlington Northern railroad. The company was placed in Spokane, Washington due to its proximity to high quality aggregates, and both Burlington Northern and Union Pacific rail lines. In 1991 CXT management created an ESOP to buy the business from the two companies. CXT Concrete Buildings was started in July 1992 as CXT's third division, (the others were the Concrete Railroad Ties and the Paver and Segmental Retaining Wall Divisions). The initial order was for 11 single vault waterless restrooms with the Idaho Panhandle National Forest. In 1999, CXT was purchased by L.B. Foster Company and became a wholly owned subsidiary of L.B. Foster.</p> <p>In 2001, CXT expanded into its second 120,000 square foot manufacturing facility in Hillsboro Texas. The plant serves the southern and central U.S.</p> <p>In 2013 CXT was awarded its first Sourcwell contract. The contract has grown each year and expanded its sales in all markets. Many of our customers were first time Sourcwell users and we are proud that we helped expand the Sourcwell Cooperative contract purchasing membership.</p> <p>In 2014 L.B. Foster acquired Carr Concrete a leading manufacturer of engineered concrete products in the eastern U.S. Carr Concrete became a division of CXT. The acquisition positioned CXT to better serve customer in the eastern U.S. with a 130,000 sq.ft. of production based in Waverly, West Virginia.</p> <p>In 2019 The Spokane, Washington operations were moved to Nampa, Idaho. The new 79,000 square feet will centralize manufacturing to CXT's existing and prospective customer base.</p> <p>In 2020 L.B. Foster acquired LarKen Precast who manufactures standard and custom engineered precast concrete products. Larken is a well-known manufacturer in the Boise, Idaho area that distributes their products primarily for state and municipal wastewater, irrigation and electrical applications servicing the southwest and central Idaho, as well as eastern Oregon regions. LarKen Precast became a division of CXT. Our all concrete design withstands hurricanes, earthquakes, heavy snow loads and the worst that vandals can bring. The buildings come in a variety of styles to meet the needs of city, county, state, education, and federal customers. In the last 20+ years CXT has produced and shipped over 30,000 units nationally and internationally</p>
12	What are your company's expectations in the event of an award?	<p>CXT expects to continue to expand its sales using Sourcwell contract. CXT is a proud member and used our direct sales force to help promote the benefits of the cooperative purchasing approach for all products available on Sourcwell contract. At our current growth rate we expect Sourcwell to be 33% of our overall sales (\$30M through Sourcwell) and if allowed to continue expect it to grow to 50% of our sales.</p>

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.	See attached financial statements for L.B. Foster Company (file 2024 Annual Report.pdf). L.B. Foster is a publicly traded company at FSTR on Nasdaq. CXT is a wholly owned subsidiary of LB Foster and falls under LB Foster Infrastructure group. CXT is a vital growth platform for the LB Foster company.	*
14	What is your US market share for the Solutions that you are proposing?	Market share is very difficult to measure in our industry. (no consolidated information exists). We are 57% of sales done on Sourcewell and combined with our near 80% sales on federal vault buildings we suspect we have a 66% overall market share.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Market share is very difficult to measure in our industry. (no consolidated information exists). We have grown to \$2M in sales 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.	Never 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?	CXT is a manufacturer with a sales force that sells directly to the end users. The sales force are employees of CXT. Each current sales employee has gone through Sourcewell University. This direct sales to end user model fits extremely well with the Sourcewell contract. The Sourcewell member deals directly with CXT and had no middle man in regards to sales, service, or warranty.	*
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.	CXT holds General Contracting Licenses in 22 states and all CXT certified installers are General Contracting licensed in all states that they service. CXT has modular Manufacturing, Dealer, and Sales licenses in all states that require them under modular/industrial construction agencies including: (If a state is not listed it is not required) WA, OR, ID, CA, AZ, NV, CO, NM, TX, KS, ND, SD, MO, MN, IA, OH, MI, NY, MA, NH, VT, CT, ME, MD, RI, NJ, DE, PA, VA, NC, SC, KY, TN, AR, LA, AL, GA, FL	*
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.	CXT Incorporated and the parent LB Foster Company have never been debarred	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	All plants are ISO 9001, ISO 14001 and OSHA 18001 certified, NCMA certified and PCI certified.	*
21	What percentage of your sales are to the governmental sector in the past three years?	2022 - 95% 2023 - 93% 2024 - 92%	*
22	What percentage of your sales are to the education sector in the past three years?	2022 - 1% 2023 - 3% 2024 - 3%	*
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?	Contract - 2022, 2023, 2024 TIPS- \$480,000, \$970,000, \$970,000 Missouri- \$860,000, \$1,300,000, \$400,000 Oregon- \$700,000, \$660,000, \$425,000 E&I- NA, NA, \$0 UTAH- \$1,000,000, \$680,000, NA (contract ended)	*

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?	GSA 47QSWA23D009W 2022 - \$4,800,000 2023 - \$4,100,000 2024 - \$5,200,000	*
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Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Gainesville GA Parks & Recreation	Brian Peters	678-776-2139 bpeters@gainesville.org	*
City of Portola CA	Todd Roberts	530-832-6803 troberts@cityofportola.com	*
City of Medina OH	Jansen Wehrley	330-721-6950 jwehrley@medinaoh.org	*
Baldwin County Parks AL	Wanda Gautney	251-239-4300 wgautney@baldwincountyal.gov	

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

Describe your company's capability to meet the needs of Sourcwell 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.	CXT has seven dedicated outside sales managers. Each sales manager is responsible for sales, marketing, and sales service in their respective geographic region. In addition to the outside sales force, we employ three dedicated inside sales professionals, a logistics department, warranty department, engineering department and scheduling department. These departments, including sales, report to a Director of Commercial Operations. Each sales member has gone through Sourcwell training. The Sourcwell member is directly dealing with a CXT (employee) on all transactions.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods (including subcontractors).	CXT does not utilize a dealer network. Sourcwell members get direct from the factory pricing.	*
28	Service force.	CXT has a comprehensive and formal service force to handle all our customers' needs post sale. To install our buildings properly, we use CXT certified, independently owned installation crews (eight national and one international). These crews are responsible for the installation, troubleshooting and immediate warranty work on all buildings placed. Each installation crew is trained by CXT via required on-site training sessions held once a year. In addition to our install crews, we utilize a toll-free number for service related questions, web based replacement parts ordering system and CXT employed and dedicated warranty department with three full time employees to handle any and all post sales needs or situations. Sourcwell members deal directly with CXT.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others (including subcontractors).	All orders are managed, processed, and executed by CXT. Order process: Order documents received (signed quote or PO, building worksheet, install questionnaire and Sourcwell member number) ; order processed at CXT (PO verified, drawings generated, questions generated to customer) ; drawings completed by CXT and returned to customer for approval; customer approves drawings then CXT generates manufacturing instructions; building is then scheduled for production and delivery.	*
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.	CXT operates and manages a very comprehensive customer service program. This starts with the initial call for questions regarding our products and does not end. Since a majority of our customers are repeat customers, service is extremely important to our business. CXT's service program consists of handling our prospect or customers service needs quickly (within hours not days) and concisely. CXT accomplishes this by using our entire inside and outside sales staff, warranty department and CXT certified installation crews to answer, troubleshoot and fix any and all service related questions. We also utilize web-based videos and FAQ's on our website that give quick answers to everyday questions and issues our customers encounter on a daily basis.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	CXT has three plants nationwide, Nampa ID, Hillsboro TX, and Waverly WV that service the entire US while keeping the cost of delivery to a minimum. There are no geographical sites or market segments in the United States that we will not be servicing via the Sourcewell contract. CXT aggressively uses the Sourcewell contract now and makes every effort to have agencies buy off of it.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CXT plants can provide products into all of Canada. Right now, changing building code issues in Canada and tariff has made it difficult but we are still working on solutions for Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We sell in all US areas. We need better clarity on building code changes and tariffs but are working on solutions for 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.	All participating entities will have full access to our solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, if they are Sourcewell members.	*
37	Describe the installation process for your products and identify how installation is managed in the order process, if applicable.	Our pricing includes offloading and set up at site. The buildings are shipped ready to use. They must be offloaded from the delivery truck (included) and set on a pad foundation. Some buildings come in sections are attached together at site (included). This process is handled by CXT trained and authorized installers. The scheduling and logistics are handled by CXT and scheduled to meet the customers' requirements. All items are checked with a electronic check list and pictures of the finished unit are taken and included in our QC data base. Every building built has a picture record from initial start of production to finish sign off.	

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
38	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.	CXT utilizes a direct to member sales strategy. Our direct sales approach allows the members to deal exclusively with CXT. This also allows us to lead every contact with Sourcewell contract information. Each piece of literature, our web site, even email will identify Sourcewell by use of logo, and contract number. Each sales call (150+ per month) will discuss the advantage of Sourcewell and cooperative purchasing. All trade shows (30+ per year) will have Sourcewell banners and membership information. All advertising will have Sourcewell logo and contract information. CXT will continue to drive every order toward usage of the Sourcewell contract and deliver the message of the advantages that using Sourcewell offers.
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	CXT uses our Lead Forensics on our web site www.cxtinc.com to generate and track lists of possible customers and tailor that list to drill down what exactly our customers are looking for. CXT uses broadcast email that contain the Sourcewell logo and contract information to generate leads and interest. Our web site allows members to easily download drawings, specifications and request a quote for a unit. CXT uses Google AdWords to generate top search and optimizes it search through meta tags. CXT uploads pictures of tradeshow, install etc on Linked IN, Facebook, and Instagram.
40	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?	In our opinion, Sourcewells main role is maintaining their sterling reputation and customer service in managing their contracts. It is an added bonus that they promote the contract at the trade shows that we attended. Sourcewell has been a great partner in our marketing. CXT uses Sourcewell logo and contract information in all marketing. This has attracted members to contact CXT for information. Our Sourcewell contract manager has done an excellent job talking potential customers through the Sourcewell process and how cooperative purchasing works and can benefit them. The Sourcewell web site does a great job explaining the process to potential customers. Sourcewell member list is used by our sales force to cross reference current members with prospects that we are working with. If they are not a member, we show them how easy it is to become a member and how easy it is to contact Sourcewell for more information. Every call made starts with a check on membership and even if they are not a member, we discuss how our buildings are available on Sourcewell and how easy it is to buy off of the contract.
41	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.	CXT utilizes an E-procurement ordering process now for our parts and is creating a configurator for our web site that will build out and provide a drawing of the building they are looking for. We discuss yearly, the possibility of an E-procurement program for ordering our buildings, but with all the possible components that go into one of our buildings and the large dollar component to buying a building, it requires a lot of back and forth with the customer to get exactly what they are looking for, and our customers still need a quote and have to generate a PO for purchasing a unit. The Sourcewell contract has made purchasing easy, so with our product, we do not feel that the customer would benefit greatly from E-procurement at this time, but we continue to evaluate it.

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
42	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.	CXT offers free training for our Sourcewell customers, and we do it using several different avenues. First, we use our web site as a first line of product training. On our site, we offer all of our standard building cut sheets, drawings and specifications for reference, tutorial videos to see installation of our products, worksheets to determine trucking requirements, troubleshooting videos for common problems and maintenance manuals both online and delivered with each building. CXT offers onsite training for our customers to go over our product line, project needs and building maintenance suggestions at no charge. Customers are followed up with a survey after delivery to determine their overall satisfaction. 90% of our orders are from returning customers and having Sourcewell makes that the return buying easier.
43	Describe any technological advances that your proposed Solutions offer.	CXT is the leader in the concrete building market which is due in large part to our continuing success in using technological advances in the manufacturing process of our buildings. Over the last 30 years, we have honed our skill at manufacturing the highest quality product on the market. Just a few of the ways we have accomplished this is the addition of LED lighting on the interior and exterior of all buildings as a standard for all Sourcewell customers. All plumbing fixtures are the latest in low flow high efficiency flushing. We have also evolved many of our offerings floor plans to meet the ever-changing market place and too meet ADA and gender specific requirements. Our latest innovation is electronic programmable locks that can be remotely accessed to open and monitor room access for safety and security.
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	CXT has continued to provide the "greenest" building on the market. Our product uses the latest in lighting, plumbing and materials. The buildings provide LEED credits for our customers' projects allowing them to meet top energy, water, and efficiency standards. The very nature of our all-concrete design means that there will be not a need to replace roofing or siding since the walls and roof are all concrete panels reducing the impact on the environment.
45	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.	All of our fixtures are the latest in low water volume, and minimum electrical use on the market that meets building codes. The building provides LEED credits for projects looking to achieve LEED status.
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?	At CXT there are many ways that separate our business from our competitions starting with our indoor assembly line manufacturing process to the buildings themselves using all concrete designs that will not rot, rust, warp or burn. Although these and many of the attributes discussed earlier give our product the edge in the marketplace, CXT's major difference from the competition is our commitment to the product and the staff. CXT makes concrete buildings at our three manufacturing facilities located in Nampa ID, Hillsboro TX, and Waverly WV. Reducing the cost of delivery and speeding the process of order fulfillment. This commitment to scale and the people who work to keep the plants running are what separate us from the rest. CXT has provided Sourcewell members the highest quality buildings and service for the last four years and hope to continue to provide this to Sourcewell members in the future.
47	What specific design features ensure Americans with Disabilities Act (ADA) accessibility?	All of our designs are required to meet ADA in order to obtain permits from the agencies that buy them. CXT ensures that all of the buildings sold to the local agencies meet all local codes including any and all unique accessibility requirements. Every building we ship meets ADA.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
48	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 resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	CXT is a wholly owned subsidiary of LB Foster Co. Unfortunately, we do not qualify for any small business, women or minority owned designations. CXT does utilize as many small and disadvantaged businesses as possible for its vendor program. Over 60% of our companies spend is directed to SBE's and all certified installers are SBE's with Veteran owned, and Women owned. CXT has an approved subcontracting plan with the SBA that shows our commitment in this area. See CXT Commercial Plan FY 25.
49		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As part of our SBA contracting plan, we have committed to buy from MBE's. See subcontracting plan attachment.
50		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As part of our SBA contracting plan, we have committed to buy from WBE's. See subcontracting plan attachment.
51		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As part of our SBA contracting plan, we have committed to buy from DOBE's. See subcontracting plan attachment.
52		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As part of our SBA contracting plan, we have committed to buy from VBE's. See subcontracting plan attachment.
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As part of our SBA contracting plan, we have committed to buy from SDVOB's. See subcontracting plan attachment.
54		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As part of our SBA contracting plan, we have committed to buy from SBE's. See subcontracting plan attachment.
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As part of our SBA contracting plan, we have committed to buy from SDB's. See subcontracting plan attachment.
56		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As part of our SBA contracting plan, we have committed to buy from WOSB's. See subcontracting plan attachment.

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
57	Describe your payment terms and accepted payment methods.	Net 30 days after submission of the invoice to the purchaser on approved credit. Wire transfer and check.
58	Describe any leasing or financing options available for use by educational or governmental entities.	We offer a leasing solution through NCL Government Capital.
59	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.	Order process: Order documents received (signed quote or PO with member number, building worksheet, install questionnaire). Order processed at CXT (PO verified, drawings generated, questions generated to customer) ; drawings completed by CXT and returned to customer for approval; Customer approves drawings then CXT generates manufacturing instructions; building is then scheduled for production and delivery.
60	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?	Yes, for Parts. Not yet on building orders. Working on a clear and fair way to handle credit card fees.

61	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.	Sourcewell members receive a 10% discount off of buildings on our standard commercial price list. This is our best priced offered. Our price on our Sourcewell work sheets are the discounted price for members. See file Price Sheets CXT Sourcewell Price Sheets 2025 zip. When the sheets are opened in Adobe, pricing of the building and all options are easily clicked on and added up on our price sheets. The sheets are sent to members with the freight and any optional items requested. The pricing includes the offloading and set-up at site. Members have a place to add their member number and an estimated lease rate from NCL is shown. Open market items are also listed in a separate area, along with freight for complete cost clarity. The agency can check the price listed with Sourcewell for complete transparency.	*
62	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	The price includes offloading and set-up. A line item for connection at site is included and is a firm fixed price. Any pad/foundation work is priced as a custom item and a scope and price are listed separately.	*
63	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.	CXT is offering a 10% discount off of buildings on our Commercial building price list. It represents our best discount offered. The pricing is the same that is currently offered.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	The Sourcewell discount is the best offered. CXT will negotiate with Members on large orders on a case-by-case basis.	*
65	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.	Our price sheets identify all "open market" custom option items requested by the member. They will be priced at cost plus 30% for Members. Standard nonmember pricing is cost plus 40%.	*
66	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.	Cost of any PE stamped drawings and state inspection fee's that are required will be added as a line item on all price sheets for complete clarity. All required taxes are not included. All building prices include the offload and setting of the building at site.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is FOB plant pre-paid and add. A line item is included on all Sourcewell price sheets for complete clarity. All building prices include the offload and setting of the building at site.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Since all of our products are FOB plant and shipping is a per project priced item, the shipping program to offshore locations would be no different apart from the expense and multiple offloading and loading on to different transportation methods. All shipping is shown on the price sheets for complete transparency.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All building pricing includes the cost of the crane to offload and set the building at site for Sourcewell members.	*
70	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.	All entities orders are checked to insure that they are Members prior to price offer. If not the entities are asked to join. All orders are checked to insure that the ordering entity is a member and has provided Sourcewell Membership details. CXT has designated Sourcewell price sheets that must come in on all Sourcewell orders. From there, all orders then follow our ISO 9001 process to insure they are tracked and entered with the membership information. All membership information is part of the entities account information and segregated in our system and tracked. Every quarter a report is pulled of the invoiced orders that are tracked and sent to Sourcewell.	*
71	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.	Sourcewell orders are measured as a percentage of total sales each month/QTR and year, with a current goal to meet 33% of all sales running though Sourcewell.	*

72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an 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.	2%. Equal to our current fee.	*
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Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	It is the best available price off of our Commercial price list

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	CXT offers a full line of precast concrete restroom, shower, concession, and utility buildings. The units come in multiple sizes and designs that offer the users a low cost, easy to maintain building, that ships ready to use and installs in hours not days. Our buildings include all concrete designs and withstand hurricanes, floods, earthquakes, and the extremes of vandals. The buildings meet all codes, including ADA, and current electric and plumbing codes. Included on the Sourcewell pricing are 6 waterless vault style, 9 flush style, 4 shower units, 4 concession units, and 2 utility units. We also offer customizable units that allows members to mix and match different floor plans and put them together as a complete unit, giving them the flexibility to have showers, restrooms, concession, multi-purpose units (locker rooms, offices, and storage) all mated into one unit. See attached price sheets for a description of each unit offered.
75	What levels of service (material only, turnkey, other) are being proposed?	Buildings are delivered ready to use and even include the toilet paper. The Sourcewell price includes a "plug and play" building that is offloaded and set at site. Multi-section buildings are pulled together with tensioning cables and made complete ready to use. On Sourcewell we offer connection to site utilities as a line-item choice.
76	Does the response include installation services?	Yes, Installation is included in the price of each building.
77	If the answer to Line #76 (edited) above is Yes, describe in detail the following elements (Lines #77-80, edited) of installation services.	CXT contracts the crane and has certified dedicated crews that perform the work. When ordered the Sourcewell member is asked for a date they would like to see the building delivered. From there, we work to produce, ship, and offload to meet that schedule. Roughly 2-4 weeks prior to the date of delivery, CXT confirms the site/member is ready to receive the building. A specific date and time are set for the delivery of the building, and the trucking, crane, and installation crew are scheduled. On the date scheduled the crew offloads and sets the building on the customer site. Once set, the crew will ensure that all items are complete, and the building is ready to use. At that point the crew have a walk through with the member representative and a signoff is required. Sourcewell members have a line-item option of having CXT connect to site utilities', or perform that themselves on the flush, shower and concession room buildings. CXT can also perform the site pad and stub up work on these types of buildings for members. That is an "Open market" item that is transparently priced on our price sheets and included in our administration fee calculation. On vault restroom buildings, Sourcewell members have the line item of CXT doing the earthwork - digging, backfilling, compacting the hole for the vaults of the vault restrooms. The goal is to have a building set and ready to use in a very short period of time to help eliminate extensive site supervision time by the member. Also to give the member whatever level of service they need to get the building in to meet their budgets. Depending on size of the building, typically CXT can have the building ready to use in as little as 4 hours, and no longer than 3 days on large multi-section customizable units.
78	How does the Participating Entity select an installer?	We have nine CXT certified installer based regionally around the country. The customer does not have to select. CXT organizes the delivery trucks, and crane along with our certified crew to be at site at the customer specified time.
79	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	CXT installers are required to spend two days a year at our plants for training and certification. They also must have a safety plan and COI on file with CXT. All are also licensed General Contractors.
80	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	CXT handles the installation as part of the contract.
81	Describe applicable vandalism resistance or vandalism abatement measures or attributes incorporated in the design or manufacture of your products.	CXT has all concrete construction. The building cannot rot, rust, burn down, and insects can't eat it. Siding and roofing will never need to be replaced. The walls and roof are cast in textured to match a wide option of simulated textures, including wood, block, brick and stone and give the appearance the member is looking for without the worry of replacing exterior finishes. All plumbing fixtures are wall mounted, and valve and pipes are placed in chase area, not exposed to the public to keep them from being broken/vandalized. Stainless steel fixtures are available as an option for plumbing. And interior LED lights come with a lifetime warranty protection from vandalism. Every design CXT has is designed for durability, vandal resistance and low maintenance by the member. All of our buildings come with an anti-graffiti coating for ease of maintenance. We also offer a higher-grade anti-graffiti coating with a 5-year warranty.

Table 8B: 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
82	Flush, waterless (vault), or compostable toilets and restrooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	10 models of Flush restrooms plus fully customizable units that allows for infinite variations of floor plans. 6 vault restrooms. All units meet all codes. *
83	Showers and changing rooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	4 shower units plus fully customizable units that allows for infinite variation to floor plan. *
84	Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities	<input checked="" type="radio"/> Yes <input type="radio"/> No	10 units plus fully customizable unit that allows for infinite variation to floor plans *
85	Equipment, products, accessories, and supplies related to the solutions described in subsections 82-84 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full line of Parts and accessories, plus the ability to pick unique fixtures to meet Member's needs. *
86	Services related to the solutions described in subsections 1. a. - d. above, including design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Design services are all inclusive to the building price. Site assessment is included in price. Delivery is a transparent line item on the quote and is arranged by CXT. *

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 87. NOTICE: To identify any exception, or to request any modification, to Sourcwell 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 Sourcwell and will not automatically be included in the Master Agreement.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - CXT Sourcewell Price Sheets 2025.zip - Monday May 26, 2025 09:44:45
- [Financial Strength and Stability](#) - 2024 Annual Report - Final pdf.pdf - Thursday May 22, 2025 14:56:45
- [Marketing Plan/Samples](#) - CXT-Marketing.zip - Monday May 26, 2025 09:45:19
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Order Documents 2025.pdf - Thursday May 22, 2025 14:57:37
- Requested Exceptions (optional)
- [Upload Additional Document](#) - CXT Commercial Plan FY 25 12.20.docx - Monday May 26, 2025 10:48:22

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. - Gary Burger, Director of Commercial Operations, CXT Incorporated

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 Restroom and Shower Facility Solutions 052725 Mon May 19 2025 08:41 AM	<input checked="" type="checkbox"/>	1
Addendum 1 Restroom and Shower Facility Solutions 052725 Thu May 15 2025 07:13 AM	<input checked="" type="checkbox"/>	1