

TOWN OF CLIFTON PARK TOWN BOARD MEETING

April 11, 2022

The Town Board meeting can be viewed live by visiting www.cliftonpark.org Scroll down to click



I. Call to Order/7:00 P. M. – Wood Room, Town Hall

II. Pledge to Flag

III. Roll Call

IV. Approval of Town Board Minutes

V. Communications/Announcements

VI. Business

- **7:05 Public Hearing – Political Signs**
- **Resolutions for Consideration**
- **Other Business**

VII. Open Public Privilege

NOTE:

At this time, the Town Board meeting will be open to the public following CDC and New York State Guidelines for COVID-19. Please check www.cliftonpark.org for final agenda and updates. Each speaker shall state name and address prior to addressing the Board and shall be granted the floor for a single time frame of up to five minutes. The Board asks that members of the public respect the opportunity of the speaker at the podium to be heard, and asks that the public refrain from conducting side meetings within the meeting room. In an effort to ensure that the widest number of community viewpoints are heard, the Board asks members of groups or the public to withhold comment, if their viewpoints have already been presented. The Board thanks everyone in attendance for their understanding and also for their desire to actively participate in the Town decision making process.

VIII. Adjournment

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING TO SOLICIT PUBLIC INPUT REGARDING AMENDING
CHAPTER 171 INCLUDING PRIMARY ELECTION SIGNAGE.

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on April 11, 2022 at 7:05 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York to solicit public input on amending Chapter 171 including Primary election signage.

Copies of the proposed local law are posted at <https://cliftonpark.org/government/legal-notices.html> and <https://www.cliftonpark.org/departments/town-clerk-s-office/town-clerk-bulletin-board.html>, and are available for review in the Town Clerk's office during normal business hours.

Teresa Brobston Town Clerk

Resolutions for Consideration
Clifton Park Town Board Meeting
April 11, 2022

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Supervisor	Adopt Local Law No. __ of 2022 amending the Town Code §171-4(G)(15)(a) regarding political signs	P. Barrett
2. Town Board	Appoint Paul Van Schaick as Chairman to the Emergency Services Advisory Board	L. Walowit
3. Highway	Authorize the hiring of summer help for the Highway Department	D. Bull
4. Highway	Authorize the purchase of a 2022 Elgin Broom Bear Sweeper from Joe Johnson Equipment	D. Bull
5. Public Safety	Authorize the replacement of two public safety vehicles	P. Barrett
6. Public Safety	Authorize the purchase of radios for Public Safety	P. Barrett
7. Public Safety	Authorize the hiring of part-time Security Officers	P. Barrett
8. Supervisor	Appoint Patricia Howland as a Part-time Clerk as needed for Town Hall	P. Barrett

Resolution No _____ of 2022, a resolution adopting Local Law No. _____ of 2022, a a local law amending the Town Code §171-4 (G) (15) (a) regarding political signs.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, the Supervisor has requested that amendments be made to 171-4 (G) (15) (a) of Town Code regarding the time frame for the placement of political signs prior to primary elections, and

WHEREAS, the residents of Clifton Park overwhelmingly support reasonable limitations on the length of time that candidates and political parties may place political signs out in advance of primary and general elections for Federal, State and local elective offices, and

WHEREAS, the Town's local codes regarding political signs, contained in Chapter 171 of the Town Code, has long provided a 30-day limitation for the placement of such signs prior to a general or special election and/or referendum, and

WHEREAS, the New York State legislature has adjusted the primary election calendar in New York and has moved the primary election from September to June, and

WHEREAS, a Public Hearing was held on April 11, 2022 to solicit the views and input from the community on a proposal to adjust the 30-day limitation accordingly; now therefore, be it:

Resolved, that the Town Board adopts amendments to the Town Code to include primary election signage per the attached draft legislation; and be it further

RESOLVED, that the Town Clerk is directed to publish appropriate notice of the same.

Proposed Town Code Change for Public Hearing Scheduled for 4/11/2022

§ 171-4 Prohibitions; application; exemptions.

All signs within the Town shall be governed by the sign limitations set forth herein:

- G. Exempt signs. The following types of signs may be erected and maintained without permits or fees, provided that such signs comply with the general requirements of this chapter and other conditions specifically imposed by the regulations:
 - (15) Political signs, not exceeding four square feet in the residential districts nor 16 square feet in the business districts, provided that:
 - (a) For general elections, no signs shall be placed prior to September 1 and must be removed within five days after the general election; provided, however, that with respect to primary or special elections and/or referendums, such signs may not be placed more than 30 days prior to the date thereof and must be removed within five days thereafter.

Resolution No. _____ of 2022, a resolution appointing Paul Van Schaick as the Chairman of the Emergency Services Advisory Board.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, due to the passing of long time Emergency Services Advisory Board Chairman Allan Atwell, an opening exists to fill the remainder of his term, and,

WHEREAS, the Town Board and ESAB members mourn the loss of Mr. Atwell, and they pledge to continue his legacy of respect and leadership to the volunteer Firefighters and EMT/Paramedics of Clifton Park, and

WHEREAS, ESAB members have unanimously nominated Paul Van Schaick to serve as Chairman for the remainder of 2022; now, therefore, be it

RESOLVED, that Paul Van Schaick, 47 Rustic Bridge Road, Rexford is appointed as Chairman of the Emergency Services Advisory Board for the remainder of a 1-year term, term to expire December 31, 2022.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Wednesday, March 30, 2022 4:25 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 04-11-2022 Town Board

An item has been submitted to the Resolution Request form for review.

Department: **Town Board**
Your email: **Lwalowit@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **L. Walowit**

Requested Meeting Date: **04-11-2022**

Brief Description: **Due to the passing of long time Emergency Services Advisory Board Chairman, Allan Atwell, the members have unanimously elected Paul Van Schaick - 47 Rustic Bridge Rd, Rexford 12148 as Chairman. Whereas the board members mourn the loss of long time Chairman Allan Atwell they pledge to continue his legacy of respect and leadership to the volunteer Firefighters and EMT/Paramedics of Clifton Park.**

Budget #:
Budget Description:
\$ Amount:

Additional Comments/Details: **We will send a draft resolution for your review next week.**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Resolution No. _____ of 2022, a resolution hiring summer seasonal laborers for the 2022 Summer season at the Clifton Park Highway Department.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, Dahn Bull, Highway Superintendent, wishes to hire laborers for the 2022 Summer season, and,

WHEREAS, Mr. Bull has conducted interviews and driving record reviews, and has recommended the rehiring and hiring of the following at a rate of \$14.50/hr.;

<u>Status</u>	<u>Name</u>	<u>Address</u>	<u>Start Date</u>
Returning	Mr. Elias Neidhart	18 Hidden Valley Lane, Ballston Lake	May 16, 2022
New Hire	Mr. Kevin Krul	426 Moe Road, Clifton Park	April 18, 2022

Now, therefore be it,

RESOLVED, that the individuals listed above be hired as summer seasonal laborers, to be paid a rate of \$14.50/hour from budget line DA-5110-E4000, Summer Help.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, April 5, 2022 10:12 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 04-11-2022 Highway Department
Attachments: 624c4e415511c-20220404112458738.pdf; 624c4e41557f6-20220405101224087.pdf; 624c4e4155b08-Summer Help Draft 2022.docx

An item has been submitted to the Resolution Request form for review.

Department: **Highway Department**
Your email: **dbull@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **D. Bull**

Requested Meeting Date: **04-11-2022**

Brief Description: **A resolution hiring seasonal employees for the Highway Department**

Budget #: **DA-5110-E4000**
Budget Description: **Seasonal Help**
\$ Amount: **\$14.50/hour**

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Resolution No. _____ of 2022, a resolution authorizing the Clifton Park Superintendent of Highways to order a 2022 Elgin Broom Bear Sweeper from Joe Johnson Equipment pursuant to Sourcewell Contract.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, by Resolution No. 50 of 2021, the Town Board authorized the purchase of a 2021 Elgin Broom Bear Sweeper through Sourcewell Service Cooperative, which was financed through a capital lease obtained through a separate competitive process, and

WHEREAS, on August 17, 2021, the Town's original Broom Bear Sweeper was lost in a fire, now needing to be replaced, and

WHEREAS, the original lease payment obligation has been discharged with funds received from the Town's property fire and casualty loss insurance policy, and

WHEREAS, Highway Superintendent Dahn Bull has requested authorization to purchase a new Elgin Broom Bear Street Sweeper from Joe Johnson Equipment, pursuant to the same competitive procurement process through the Sourcewell Service Cooperative, for use by the Highway Department, and

WHEREAS, pursuant to General Municipal Law Section 103 (16), municipalities in New York are authorized to purchase materials, equipment or supplies through publicly bid contracts of another political state or political subdivision thereof, and

WHEREAS, Sourcewell Service Cooperative is a service cooperative created under Minnesota Statutes §123A.21 and provides cooperative purchasing contracts to public entities under Minnesota Statute §471.59 to participating agencies and governments, and

WHEREAS, Highway Superintendent Dahn Bull has advised that a 2022 Elgin Broom Bear Street Sweeper is available for \$302,525.00 through Sourcewell Contract 093021-ELG (Elgin), to replace the sweeper that was destroyed in the fire of August 17, 2021; now, therefore be it,

RESOLVED, that the Highway Department is authorized to purchase a 2022 Elgin Broom Bear Street Sweeper in accordance with the attached proposal, with equipment and attachments as listed, in an amount not to exceed \$302,525.00 to be paid from DA-5130-145 (Highway Department – Equipment – Lease Payments), and, be it further

RESOLVED, that the Comptroller is authorized to solicit bids to enter a capital lease to pay for the purchase.

Resolution No. 50 of 2021, a resolution authorizing the purchase of a 2021 Elgin Broom Bear Street Sweeper for the Highway Department pursuant to Sourcewell contract.

Introduced by Councilwoman Walowit, who moved its adoption, seconded by Councilwoman Standaert.

WHEREAS, Highways Superintendent Dahn Bull has requested authorization to purchase a new Elgin Broom Bear Street Sweeper from Joe Johnson Equipment, pursuant to a competitive procurement process through the Sourcewell Service Cooperative, for use by the Highway Department, and

WHEREAS, pursuant to General Municipal Law §103(16), municipalities are authorized to purchase materials, equipment or supplies through publicly bid contracts of another political state or political subdivision thereof, and

WHEREAS, Sourcewell is a service cooperative created under Minnesota Statutes §123A.21, and provides cooperative purchasing contracts to public entities under Minnesota Statutes §471.59 to participating agencies and governments, and

WHEREAS, Highways Superintendent Dahn Bull has advised that a 2021 Elgin Broom Bear Street Sweeper, which will meet the needs of the Highway Department, is available through Sourcewell Contract # 122017 issued following a request for proposal using best value criteria, with proposals opened on December 21, 2020; now, therefore, be it

RESOLVED, that the Highway Department is authorized to purchase a 2021 Elgin Broom Bear Street Sweeper, per the attached proposal, with equipment and attachments as listed, in an amount not to exceed \$288,969 to be paid from DA 5130-145 (Highway Department – Equipment - Lease Payments); and be it further

RESOLVED, that the Comptroller is authorized to solicit bids to enter into a capital lease to pay for the purchase.

ROLL CALL VOTE

Ayes: Councilwoman Flood, Councilwoman Standaert, Councilman Morelli,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

March 1, 2021

Teresa Brobston, Town Clerk

Resolution No. 85 of 2021, a resolution authorizing the Supervisor to sign a lease agreement with Key Government Financing, Inc., for leasing of General Fund and Highway Fund vehicles.

Introduced by Councilwoman Standaert, who moved its adoption, seconded by Councilman Morelli.

WHEREAS, by Resolution No. 50 of 2021, the Town Board authorized the purchase of an Elgin Broom Bear Sweeper pursuant to a competitive bidding process conducted by Sourcewell Service Cooperative, in the amount of \$268,969, and authorized the Comptroller to solicit bids for a capital lease for purchase financing, and

WHEREAS, by Resolution No. 84 of 2021, the Town Board also authorized the purchase of a new Vactor Impact Cleaner/Vacuum Truck for the town Sewer Department, also through the Sourcewell Cooperative, in the amount of \$286,810, also to be financed through a municipal lease, and

WHEREAS, following solicitation by the Comptroller's office, KeyBank submitted the lowest financing rate proposal, and

WHEREAS, the Town Board determines that financing of the recently approved acquisitions of such vehicles for municipal use is best accomplished through a master lease agreement with Key Government Financing, Inc. at competitive lease financing rates; now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to enter into a lease agreement with Key Government Financing, Inc., for the lease/purchase of the vehicles identified above, for a 7-year term, at a rate of 1.34%, resulting in annual lease payments of \$82,602.45, and be it further

RESOLVED, that the Town Board ratifies the Comptroller's execution of a rate hold commitment for the lease rate on March 29, 2021, in order to lock in funds in a daily rate environment; and be it further

RESOLVED, that the Comptroller is authorized to charge \$39,975.42 from DA-05130-00145 (Highway Machinery-Lease Payments) and a further transfer of \$42,627.03 from GS-08111-00200 (Sewer Contractual-Lease Payments) to G7-08111-00145 (Sewer Contractual – Lease Payments) to fund the year 1 lease payment.

ROLL CALL VOTE

Ayes: Councilwoman Flood, Councilwoman Standaert, Councilman Morelli,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

April 5, 2021

Teresa Brobston, Town Clerk

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, April 5, 2022 2:13 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 04-11-2022 Highway Department
Attachments: 624c86c30513e-20220405093400530.pdf; 624c86c305a62-Clifton Park_Broom Bear Proposal_3-30-2022.pdf; 624c86c305c8e-elgin sourcewell.pdf; 624c86c305ed6-Resolution Draft for Sweeper.docx; 624c86c305f8d-Sourcewell Authorized Dealer Letter PDF.pdf; 624c86c306352-sourcewell elgin contract.pdf ✓

An item has been submitted to the Resolution Request form for review.

Department: **Highway Department**
Your email: **dbull@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **D. Bull**

Requested Meeting Date: **04-11-2022**

Brief Description: **A resolution authorizing the purchase of a replacement 2022 Elgin Broom Bear Street Sweeper**

Budget #: **DA-5130-145**
Budget Description: **Highway Department - Equipment - Lease Payments**
\$ Amount: **\$302,525.00**

Additional Comments/Details: **I attached a resolution draft to make it easier on you. Mark and I have already spoken and told me to submit the resolution and he will work on the lease once the resolution is passed. Similar situation here where it will be months before it is ready for delivery.** ✓

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Sourcewell RFP# 093021



Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Elgin Sweeper Company, 1300 West Bartlett Road, Elgin, IL 60120 (Supplier).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Elgin Sweeper Company

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/15/2021 | 11:35 AM CST

DocuSigned by:
David Panizzi
By: B7407721F3A64A7...
David Panizzi
Title: Business Development Manager
Date: 11/22/2021 | 8:45 AM CST

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A84CC...
Chad Coquette
Title: Executive Director/CEO
Date: 11/22/2021 | 10:11 AM CST

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

Vendor Details

Company Name: Elgin Sweeper Co.
Does your company conduct business under any other name? If yes, please state: Elgin Sweeper Co. Division of Federal signal
Address: 1300 W Bartlett Rd
Elgin, IL 60120
Contact: David Panizzi
Email: dpanizzi@elginsweeper.com
Phone: 847-622-7153 402385
HST#: 36-2351764

Submission Details

Created On: Monday September 13, 2021 13:04:04
Submitted On: Wednesday September 29, 2021 16:49:19
Submitted By: David Panizzi
Email: dpanizzi@elginsweeper.com
Transaction #: cd6ff737-3555-439f-821b-fc3b047a5759
Submitter's IP Address: 50.238.226.126

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Elgin Sweeper Company (Division of Federal Signal Corp.)
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Elgin Sweeper Company
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	No other names
4	Proposer Physical Address:	1300 West Bartlett Rd. Elgin, IL 60120
5	Proposer website address (or addresses):	www.elginsweeper.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):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Aligned with Federal Signal, Elgin Sweeper works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with 107 years of street sweeper design and manufacturing experience. We are focused on designing, manufacturing and distributing high-quality street sweeping equipment that serves municipal, governmental, industrial and institutional customers. We are focused on doing this with high regard for our employees and our environment.
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in street sweeper designs and product offerings.
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.	Elgin Sweeper Co. has been manufacturing street sweepers for over 107 years. Today we are the leading manufacturer of sweepers for municipalities and governmental agencies in North America. We offer the broadest selection of street sweepers across various sweeping technologies. We utilize mechanical, regenerative air, pure vacuum sweeper and we offer alternative fuels including CNG and hybrid electric sweeping. Elgin is a subsidiary of Federal Signal - a publicly traded company with more than \$1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. https://www.federalsignal.com/annual-quarterly-reports
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sweeping model/technologies, we believe our market share to be 40+%.
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we are approximately 35% market share across all types of sweeping technologies.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Elgin Sweeper Co. and Federal Signal Corp. have never been the subject of a bankruptcy action.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-user. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Elgin is ISO 9001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Elgin Broom Bear - Contractor's Choice Awards GOLD for 2016, 2017, 2019 and SILVER for 2018 from Roads and Bridges Publication. 2019 Workforce Development Award from Elgin Area Chamber of Commerce (Elgin Development Group). Federal Signal Work Place Hazard Reduction Award for 2019 & 2020.
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 68%
20	What percentage of your sales are to the education sector in the past three years	Less than 1%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes as those are not tracked.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Again, annual sales volumes are unknown.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119
City of Chesapeake, VA member #52040	Mike McColgan	(757) 382-3321
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700

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 *
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	Elgin has six Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President
26	Dealer network or other distribution methods.	Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.
27	Service force.	Internally, Elgin has an Inside Service organization with seven technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sweeper is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the sweeper. History is showing that Elgin dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.
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.	Customer Service starts from the delivery process with Sweeper installation/operation training. Shortly after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Elgin Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Elgin we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Elgin and our dealers.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support, service and actively pursue business opportunities with all Canadian entities that use street sweepers.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada.
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?	We will service any and all Sourcewell participating entities.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.

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.	We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Elgin utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, YouTube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experience the benefits for all parties. Our Sourcewell contract is currently well integrated within our sales process. Our RSMS, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes.
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.	We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sweeper as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.
40	Describe any technological advances that your proposed products or services offer.	We have a number of technological advances on current product offerings including single-engine sweepers. We use advance variable planetary drive system (VPD) to drive sweeper components without sacrificing sweep performance. This drive system is a unique technology for our industry. We currently offer this single-engine technology for two of our four air sweeper models. More are in development. We also have an electric-hybrid sweeper that is available mounted on a diesel or CNG powered chassis. Sweeping is powered electrically while the chassis propulsion and battery re-charging is done with the diesel or clean CNG chassis power. Our pipeline of development items is significant as well. Users will see a number of new products utilizing technological advances in the coming years. This is all attributable to our Engineering and Product Development group where we focus on employing new technologies for our products.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We have a working relationship and agreement with NASCAR Green, the sustainability arm of NASCAR sweeping. We have worked with them for approximately eight years and we are the exclusive sweeper for all major NASCAR events. We were chosen after comprehensive testing of our sweeper product and we were chosen because of benefits such as fuel efficiency and ability to design and deliver very specific features required for use on race tracks. We offer single-engine sweep technologies on several models and we are able to show improved fuel efficiency and noise reduction. This theme has continued most recently with development of our hybrid-electric sweeping technology that is now available with our Broom Bear sweeper. Sourcewell members can look forward to additional "green" solutions in the near future.
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.	Elgin Sweeper Company is committed to providing environmental solutions that reduce storm water runoff pollution and air pollution. Years ago we introduced our "Eco-Infused" Technology to our brand which is development platform that combines science and innovation to produce more environmentally efficient sweepers. From alternative fuel to waterless dust control to singled-engine sweeper technology to electric hybrid powered sweepers, Elgin is a technology leader in developing products that result in cleaner streets, water and air. We have been recognized by NASCAR green with a long-term partnership (9 years running) based on our ability to provide track sweeping and drying in the most efficient manner available.
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.	While Elgin does not qualify under any of these business heading, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.
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?	Elgin's unique attributes include a full-line of street/road sweepers that can be configured for virtually any road sweeping application. The full line includes multiple units of purpose build mechanical, chassis mounted mechanical, regenerative air, pure vacuum sweepers, as well as alternative fuel. Our dealer network positions us to serve and support virtually any Sourcewell member in the US and Canada. We have long-term relationships with our dealer network which means we work well together and ultimately, our customers and Sourcewell members benefit. Together, and with our complete-line of sweeper offerings, we can focus on specific sweeping applications that would best serve our customers and Sourcewell membership. We do not need to push one technology or nudge customers in a certain direction as we offer all types of sweeping. We have a full service engineering department which provides tremendous flexibility to offer unique option requests to meet specific customer/member requirements. Lastly, our long relationship with Sourcewell means that we are familiar with member needs and also with vendor requirements - such as reporting and managing our contract effectively to the mutual benefit of all parties.

Table 9: Warranty

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

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Yes
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to-bumper exclusive of wear items such as brooms.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
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?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Elgin and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.
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?	Our warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Elgin and our dealers. We have been know to assist our end user by leveraging our contacts with engine and chassis manufacturers and dealers.
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a sweeper returned. If one of our sweepers was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their sweeper - that's what we work toward.
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific seasonal specials in preparation for sweeping season. These are dealer specific.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods?	Payment terms are established between the Elgin dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do most of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and u is net 30-days.
53	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Egin dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.
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.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example documents in the upload section.
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?	The payment process for members is a transaction between Sourcewell member and Elgin dealer. I do not believe P-card transactions are used. We do not accept P-Card payments from our dealers. We have no hidden or undisclosed costs.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering our full-line of sweepers. Our pricing model is a simple 3% discount from list price on all sweeper products including options, exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sweepers. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcwell member's price. Used Sweepers, primarily from rental fleet, are generally late model and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and Elgin dealer. This allows members a method of obtaining a quality sweeper at a much lower initial acquisition cost.
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.	For new equipment a 3% discount from list price applies. This discount applies to all Elgin manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted. Used equipment pricing will be negotiated and agreed to between member and Elgin dealer.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts could be considered on a case-by-case basis.
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.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Elgin. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcwell proposal/quote. The last category would be factory supplied chassis. Because most of our product are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Elgin sweeper-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sweepers. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary, we do not provide chassis pricing. We will provide chassis quote through our dealer at the time a Sourcwell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide.
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.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcwell proposal/quote.
61	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcwell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the sweeper, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.

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.	The pricing offered for our complete line of street sweepers for this Sourcewell proposal is typically better than what we offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

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.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.
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.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.
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.)	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Elgin) and is not a line item past on to the member.

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.	We are offering for purchase or rental, a full-line of street sweepers. We offer purpose-built mechanical sweepers, chassis-mounted mechanical, regenerative air and pure vacuum sweeping technologies. We also offer a number of our models utilizing alternative fuels including Compressed Natural Gas (CNG) and hybrid electric sweepers. Our product offering represents the most comprehensive line-up of full-sized street sweepers for use in municipal, county highway and state DOT applications. Because of recent popularity of renting sweepers, we are offering rental option for our line of sweepers as well as the sale of late model used sweeper equipment.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	Our focus is on street, highway, runway, construction, and large parking lot sweepers. Our subcategories include purpose-built, chassis-mounted diesel and alternative fuels including Compressed natural gas (CNG) and hybrid (electric) solutions. It should be noted that our sweepers have a comprehensive list of options and accessories that are available to customize our products for specific and geographic applications including waterless sweeping and high-altitude sweeping. These options are including in our offering.

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	Eight different models with optional variations for specific sweeping applications.
71	Runway sweeping and cleaning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer an option of our regen sweeper for higher speed runway and tarmac sweeping applications.
72	Litter, trash, and debris vacuums	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our regenerative air and pure vacuum sweepers are available with Catch basin hose that can add versatility to pick-up debris below surface grade or on/in street shoulders and parkways.
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	<input type="radio"/> Yes <input checked="" type="radio"/> No	Service parts are not offered.

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](#) - Elgin Pricing Files.zip - Tuesday September 28, 2021 16:19:40
- [Financial Strength and Stability](#) - fss_2020_10k.pdf - Friday September 24, 2021 14:17:07
- [Marketing Plan/Samples](#) - 2021 Elgin Facebook - Sourcwell.pdf - Friday September 24, 2021 13:26:30
- [WMBE/MBE/SBE or Related Certificates](#) (optional)
- [Warranty Information](#) - Elgin Warranty Statement.jpg - Monday September 27, 2021 10:57:49
- [Standard Transaction Document Samples](#) - Elgin Transaction doc examples.zip - Friday September 24, 2021 13:27:10
- [Upload Additional Document](#) - Fed Sig Elgin Vactor-Sourcwell-COI 2022.pdf - Monday September 27, 2021 13:52:39

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. - David Panizzi, Business Development Manager, Elgin Sweeper Company

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



Presents a Proposal Summary

of the



Broom Bear

Broom Bear Single Engine Street Sweeper with Dual Side Brooms

for

Town of Clifton Park, NY

PRODUCT DESCRIPTION

· Conveyor belt, variable height, right side dumping, 4.5 cubic yard hopper, with dual, hydraulically driven, trailing arm side brooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage.

STANDARD FEATURES

- Broom side, 46" steel vertical digger 4 or 5 segment
- Broom side, air floating suspension with adjustable reach, air deploy
- Broom, main, 34" diameter, 60" wide prefab disposable
- Broom Measurement Ruler
- Conveyor chain, hardened with polyurethane sprockets
- Conveyor, belt type with 13 molded-in full width cleats
- Conveyor, lift independent from main broom
- Conveyor, three piece replaceable wear plates
- Conveyor flush out system
- Conveyor raise in reverse
- Conveyor stall alarm
- Dirt shoes, spring assisted, heavy duty single row carbide steel (rubber isolated)
- Electric backup alarm
- Hopper inspection door
- Hopper, 4.5 cu yd with window and skylight
- Hopper up indicator and beep
- Hopper, variable high dump; 9' 6", 4.5 yard
- Hose, hydrant fill, 16' 8" with coupling
- Hydraulic oil level gauge w/ external thermometer and in-cab level light
- Hydraulic system, load sensing with selectable transmission driven PTO pump
- Lights, automatic backup
- Lights, combination tail/stop, separate amber signal
- Lights, flood light, one per broom (3)
- Manuals, operator and parts
- Mirrors, West Coast type with 8" convex inserts, one each side
- Rear broom cover and anti-carryover wrap
- Rear broom spray bar
- Rear right hand flood light
- Reflectors, set of 6
- Sidebroom speed control, external to cab
- Sweep resume/raise in reverse
- Tactile controls for all sweep functions
- Tool storage
- Water fill, anti-siphon
- Water level indicator in-cab
- Water Pump, electric diaphragm
- Water tank, molded polyethylene, 360 gallon total nominal capacity
- 1 Year Parts and Labor Warranty
- AM/FM/CD Radio
- Left Hand Fender Mounted Mirror
- Steel Bristles with Polyethylene Segments
- Sweeper Painted Standard White
- Chassis Painted Standard White
- Red Logo
- Sweeper - Operator Manual
- Sweeper Parts Manual

ADDITIONAL FEATURES

- Standard Electric Horn

- Sidebroom Tilt Option Left Hand Including Indicator
- Sidebroom Tilt Option Right Hand Including Indicator
- Air Purge for Water System
- Heavy Duty Lower Roller
- Hydraulic Oil Temperature Display
- Midwest Autolube Sweeper Only
- Package 2 : Single Rear/Single Hopper Beacon; LED with Guard
- Package A : LED Stop/Tail/Turn Lights
- Package B : Rear Mounted Arrowstick
- Package C : (2) Rear Low Mounted Oval Amber LED Flashers

Total: \$302,525.00

Price valid for 30 Days from date of 3/29/2022

Product Model: BROOMBEAR

Proposal Date: 3/29/2022

Quote Number: 2022-46847

Price List Date: 3/28/2022

P.O. Number:

Payment Terms:

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Elgin Sweeper Company prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor Manufacturing's standard terms and conditions attached hereto and made a part hereof.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.




Elgin Sweeper

Street Sweepers

#093021-ELG

Maturity Date: 11/16/2025

Products & Services 

Products & Services

Sourcewell contract 093021-ELG gives access to the following types of goods and services:

- Air sweepers
- Mechanical sweepers
- Specialty street sweepers
- Waterless dust control street sweepers
- Alternate fuel street sweepers
- Industrial application sweepers

Locate your local dealer or representative [🔗](#)

(nongovernment site)

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

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Jan. 21, 2022

To whom it may concern,

Joe Johnson Equipment LLC, Joe Johnson Equipment DBA Public Works Equipment, and FST Canada Inc. DBA Joe Johnson Equipment, all being subsidiaries of Federal Signal Corporation are related sister companies and authorized distributors of Egin and Vactor products and are authorized to sell under Sourcewell contracts 093021-ELG (Elgin) and 101221-VTR (Vactor).

If you have any questions, please contact the undersigned.



David Panizzi

Business Development Manager

Elgin Sweeper, Vactor Manufacturing

847-62-7153

Resolution No. _____ of 2022, a resolution authorizing the Director of Safety & Security to purchase two new vehicles from Robert Green Truck Division through Onondaga County Contract #8771.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, pursuant to General Municipal Law Section 103 (16), municipalities in New York are authorized to “piggyback” from competitively bid contracts of other municipalities within the state, so long as the bid process from the original contracting entity was conducted through a sealed bid process pursuant to the statute, and the bid notice provided for such piggybacking and

WHEREAS, the Lou Pasquarell, Director of Safety & Security has now requested authorization to place an order for two 2022 Dodge Ram Quad Cab pickup trucks, priced at \$39,099.54 each from Robert Green Truck Division, Rock Hill NY, using the piggyback option from the Onondaga County Contract #8771, attached, whose bids were opened on September 14, 2017, with prices valid through September 20, 2022, according to bid documents and correspondence reviewed from the Onondaga County Division of Purchase; now, therefore, be it

RESOLVED, that the Director of Safety & Security is authorized to place orders for two 2022 Dodge Ram pickup trucks from Robert Green Truck Division, to be paid at time of delivery in a total amount not to exceed \$78,199.08 from a municipal lease subject to future procurement.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Monday, April 4, 2022 8:42 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 04-11-2022 Public Safety - Animal and Security

An item has been submitted to the Resolution Request form for review.

Department: Public Safety - Animal and Security
Your email: lpsquarell@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): Terri Cook and Lou Pasquarell

Requested Meeting Date: 04-11-2022

Brief Description: Replacement of 2 vehicles that have over 160,000 each.

Budget #: Lease Budget

Budget Description: This request will be Piggybacked from the County of Onondaga Division of Purchasing:
\$ Amount: \$\$39,099.54 each - Total \$78,199.08 {Lease Budget}

Additional Comments/Details: Information on vehicles have been attached.

- no attachment was added to email
- sent emailed 4/5/22 ✓

COMPROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Onondaga County Contract
8771



**COUNTY OF ONONDAGA
DIVISION OF PURCHASE**

13TH FLOOR
421 MONTGOMERY STREET
SYRACUSE NEW YORK 13202

BLANKET PRICE AGREEMENT

NOTICE OF CONTRACT AWARD

COMMODITY/SERVICE: 071-05 Police and Administrative Vehicles	
CONTRACT PERIOD: September 21, 2017 – September 20, 2022	BID OPENED: September 14, 2017
BID REF. #: 8771	RENEWAL: N/A
REFERENCE: N/A	INQUIRIES TO: Tierza Sovocool, Buyer 315-435-3475
DATE ISSUED: September 27, 2019	

This is only a synopsis of the contract. Complete contract documents/specifications are on file in the Purchase Division. If you require additional information, you may call this office at (315) 435-3458 between 8:30 am and 4:30 pm.

CONTRACT ID NO **VENDOR NAME & ADDRESS** **PHONE NO & CONTACT**

SEE ATTACHED PAGE

SPECIAL CONDITIONS

Computation of Bid Sheet : Pricing reflects pricing with estimated OEM options for Evaluation Only .

Award Period: Award period shall be for five (5) years -September 21, 2017 through September 20, 2022

Blanket Price Agreement: This bid will result in a blanket price agreement.

Piggybacking: Onondaga County allow(s) all municipal entities and authorities authorized under the General Municipal Laws of the State of New York to purchase goods and/or services under this contract from anywhere in the state at the discretion of the vendor. *Municipalities outside of New York State may participate if allowed by local law , also at the discretion of the vendor*

Escalation: The discounts provided for the vehicles and vehicle options cannot be decreased. This is the basis for price escalation for the term of the contract.
Model Year increases are acceptable as long as discounts are applied as bid.

Lower Pricing: The County reserves the right to negotiate lower pricing with the awarded vendors in the event of a significant decrease in market price of any product listed.

Payment: Payments will be made with the PeopleSoft Purchase Order, receipts, vendor's original invoice and voucher. (For Onondaga County, City of Syracuse, Syracuse School District, Syracuse Airport Authority and Otsego County).

Delivery: Price shall include all customs duties and charges, all vehicle preparation and clean-up charges, New York State motor vehicle inspection, installation charges and all other incidentals normally included with providing and delivery of a vehicle including the manufacturer's fees such as destination charges. Delivery shall be expressed in the number of calendar days required to make delivery after receipt of a purchase order. Delivery shall be made in accordance with the instructions on the purchase order from each Municipality and what is listed on the contract. The Contractor shall acknowledge receipt of the purchase order. If the ordering agency has not received acknowledgement within two (2) weeks, the contractor shall be contracted. Delivery must be coordinated with the Municipality and delivery shall be made during normal working hours.

Price: Shall be discount from Total MSRP (MSRP plus destination charges to dealer = Total MSRP) plus option discount pricing. The DAS (Delivery Allowance Schedule) shall apply to various Counties in New York State. Note: No separate, additional delivery charge will be allowed.

Award: Award will be by lowest bidder by Manufacture: .Chevrolet, Ford, Chrysler or other in pricing pages provided

Price Lists: The successful bidder shall furnish two (2) sets of the applicable price lists for each vehicle. The vendor will be required to provide a discount from these price lists for options on each vehicle.

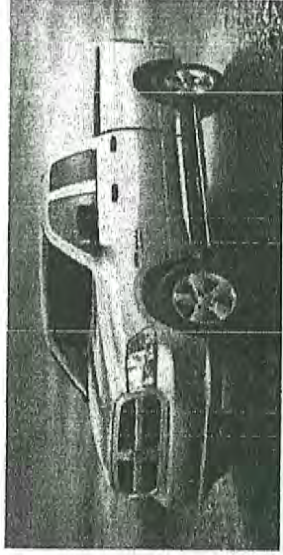
Regulations: The completed vehicle shall conform to all applicable federal, state and local laws in effect at the time of delivery.

<u>CONTRACT ID NO</u>	<u>VENDOR NAME & ADDRESS</u>	<u>PHONE NO & CONTACT</u>
3197	Robert Green Auto & Truck Box 8002 Rock Hill NY 12775 Vendor Code #5521	845-794-0300 845-794-0295 (FAX) Robert Green rsgreen,rctruck@hotmail.com
3198	Van Bortel Ford Inc 71 Marsh Rd E Rochester NY 14445 Vendor Code #7124	585-586-7705 585-586-7706 (FAX) George Lunney/Josh Relyea fleet@vanbortelford.com
3199	Van Bortel Chevrolet 1338 W Main St Macedon NY 14502 Vendor Code #21553	585-586-7705 585-586-7706 (FAX) Josh Relyea fleet@vanbortelford.com



ROBERT GREEN AUTO & TRUCK INC
ROBERT S. GREEN | 845 794-0300 XT.108 | RSGREEN_RGTRUCK@HOTMAIL.COM

Vehicle: [Fleet] 2022 Ram 1500 Classic (DS6L41) Tradesman 4x4 Quad Cab 6'4" Box



CLIFTON PARK ANIMAL CONTROL



ROBERT GREEN AUTO & TRUCK INC
 ROBERT S. GREEN | 845 794-0300 XT.108 | RSGREEN_RGRTRUCK@HOTMAIL.COM

Vehicle: [Fleet] 2022 Ram 1500 Classic (DS6L41) Tradesman 4x4 Quad Cab 6'4" Box (Complete)

Selected Model and Options

MODEL	MSRP
DS6L41	\$39,705.00
MODEL	
2022 Ram 1500 Classic Tradesman 4x4 Quad Cab 6'4" Box	
COLORS	
CODE	DESCRIPTION
PXJ	Diamond Black Crystal Pearlcoat
ENGINE	
CODE	DESCRIPTION
ERB	Engine: 3.6L V6 24V VVT (STD)
TRANSMISSION	
CODE	DESCRIPTION
DFT	Transmission: 8-Speed Automatic (850RE) (STD)
CPOS PKG	
CODE	DESCRIPTION
29B	Quick Order Package 29B Tradesman -inc: Engine: 3.6L V6 24V VVT, Transmission: 8-Speed Automatic (850RE), Tradesman Package
AXLE RATIO	
CODE	DESCRIPTION
DMC	3.21 Rear Axle Ratio (STD)
WHEELS	
CODE	DESCRIPTION
WFP	Wheels: 17" x 7" Steel (STD)
TIRES	
CODE	DESCRIPTION
TTB	Tires: LT265/70R17E BSW AJT -inc: Full Size Spare Tire

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 Data Version: 18017. Data Updated: Mar 15, 2022 3:21:00 PM PDT.



ROBERT GREEN AUTO & TRUCK INC
 ROBERT S. GREEN | 845 794-0300 XT.108 | RSGREEN_RGTRUCK@HOTMAIL.COM

Vehicle: [Fleet] 2022 Ram 1500 Classic (DS6L41) Tradesman 4x4 Quad Cab 6'4" Box (Complete)

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
PXJ	Diamond Black Crystal Pearlcoat	\$100.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
TXX8	Diesel Gray/Black, Heavy Duty Vinyl 40/20/40 Split Bench Seat	\$0.00

GVWR

CODE	DESCRIPTION	MSRP
Z6D	GVWR: 6,800 lbs (STD)	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
AMB	(DISCONTINUED) Utility Group -inc: Tow Hooks, Front Fog Lamps	\$195.00
ADB	Protection Group -inc: Transfer Case Skid Plate Shield, Front Suspension Skid Plate, Full Size Spare Tire, Tow Hooks	\$395.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
DSA	Anti-Spin Differential Rear Axle	\$495.00
XFH	Class IV Receiver Hitch	\$345.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
TBB	Full Size Spare Tire	Inc.
MRU	MOPAR Black Tubular Side Steps	\$695.00
XME	MOPAR Under Rail Box Bedliner	\$365.00
LPL	LED Bed Lighting	\$145.00
LNJ	Front Fog Lamps	Inc.
LM1	Low Beam Daytime Running Headlamps	\$40.00

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 Data Version: 15017. Data Updated: Mar 15, 2022 3:21:00 PM PDT.



ROBERT GREEN AUTO & TRUCK INC

ROBERT S. GREEN | 845 794-0300 XT.108 | RSGREEN_RGTRUCK@HOTMAIL.COM

Vehicle: [Fleet] 2022 Ram 1500 Classic (DS6L41) Tradesman 4x4 Quad Cab 6'4" Box (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
GXM	Remote Keyless Entry w/All-Secure	\$190.00
XCH	2 Additional Key Fobs	\$196.00
Options Total		\$3,410.00

XMA PARK SEYSE REAR PARK ASSIST 25010

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Date Version: 16/17, Data Updated: Mar 15, 2022 3:21:00 PM PDT.

Mar 17, 2022



ROBERT GREEN AUTO & TRUCK INC
ROBERT S. GREEN | 845 794-0300 XT.108 | RSGREEN_RGTRUCK@HOTMAIL.COM

Vehicle: [Fleet] 2022 Ram 1500 Classic (DS6L41) Tradesman 4x4 Quad Cab 6'4" Box (Complete)

Standard Equipment

Mechanical

- Engine: 3.6L V6 24V VVT (STD)
- Transmission: 8-Speed Automatic (850RE) (STD)
- 3.21 Rear Axle Ratio (STD)
- GVWR: 6,800 lbs (STD)
- 50 State Emissions
- Transmission w/Driver Selectable Mode and Oil Cooler
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- Engine Oil Cooler
- 730CCA Maintenance-Free Battery
- 180 Amp Alternator
- Engine Calibration Flash, V2
- Class III Towing Equipment -Inc: Hitch and Trailer Sway Control
- Trailer Wiring Harness
- 1740# Maximum Payload
- HD Shock Absorbers
- Front And Rear Anti-Roll Bars
- Electric Power-Assist Steering
- 26 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Auto Locking Hubs
- Short And Long Arm Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vent Disc, Brake Assist and Hill Hold Control

Exterior

- Wheels: 17" x 7" Steel (STD)
- Tires: P265/70R17 BSW AS (STD)
- Regular Box Style
- Center Hub

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Data Version: 16017. Date Updated: Mar-15, 2022 3:21:00 PM PDT.

Mar-17, 2022



ROBERT GREEN AUTO & TRUCK INC
ROBERT S. GREEN | 845.794.0300 XT.108 | RSGREEN_RGTRUCK@HOTMAIL.COM

Vehicle: [Fleet] 2022 Ram 1500 Classic (DS6L41) Tradesman 4x4 Quad Cab 6'4" Box (Complete)

Exterior

- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Black Front Bumper w/Black Rub Strip/Fascia Accent
- Black Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Power Side Mirrors w/Manual Folding
- Black Exterior Mirrors
- Exterior Mirrors w/Heating Element
- Fixed Rear Window
- Variable Intermittent Wipers
- Deep Tinted Glass
- Galvanized Steel/Aluminum Panels
- Black Grille
- Active Grille Shutters
- Tailgate Rear Cargo Access
- Manual Tailgate/Rear Door Lock
- Auto On/Off Aero-Composite Halogen Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Tip Start

Entertainment

- Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Voice Activation, Radio Data System and External Memory Control
- Radio: Uconnect 3 w/5" Display
- 6 Speakers
- Streaming Audio
- Fixed Antenna
- 1 LCD Monitor In The Front
- 4-Way Driver Seat

Interior

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Data Version: 16017. Data Updated: Mar 15, 2022 3:21:00 PM PDT.

Mar 17, 2022



ROBERT GREEN AUTO & TRUCK INC
ROBERT S. GREEN | 845 794-0300 XT.108 | RSGREEN_RGTRUCK@HOTMAIL.COM

Vehicle: [Fleet] 2022 Ram 1500 Classic (DS6L41) Tradesman 4x4 Quad Cab 6'4" Box (✓ Complete)

Interior

- 4-Way Passenger Seat
- Bench Front Facing Fold-Up Cushion Vinyl Rear Seat
- Manual Tilt/Steering Column
- Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer
- Power Rear Windows
- Rear Folding Seat
- Rear Cupholder
- Compass
- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning
- HVAC -inc: Underseat Ducts
- Glove Box
- Full Cloth Headliner
- Urethane Gear Shifter Material
- Interior Trim -inc: Deluxe Sound Insulation, Metal-Look Instrument Panel Inset and Chrome/Metal-Look Interior Accents
- Heavy Duty Vinyl 40/20/40 Split Bench Seat
- Day-Night Rearview Mirror
- Mini Overhead Console and 1 12V DC Power Outlet
- Face-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Pickup Cargo Box Lights
- Charge Only Remote USB Port
- Rotary Shifter-Black
- Electronic Shift
- Instrument Panel Bin, Dashboard Storage, Driver And Passenger Door Bins and 2nd Row Underseat Storage
- Delayed Accessory Power
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Power Door Locks
- Systems Monitor

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on repeat preparer's input is subject to the accuracy of the input provided.

Data Version: 15017, Date Updated: Mar '15, 2022 3:21:00 PM PDT.

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Vehicle: [Fleet] 2022 Ram 1500 Classic (DS6L41) Tradesman 4x4 Quad Cab 6'4" Box (Complete)

Interior

- Outside Temp Gauge
- Analog Appearance
- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Manual Adjust Seats

- 40/20/40 Split Bench Seat
- Front Armrest w/3 Cupholders
- Sentry Key Engine Immobilizer
- 112V DC Power Outlet
- Air Filtration

Safety-Mechanical

- Electronic Stability Control (ESC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Airbag Occupancy Sensor
- Curtain 1st And 2nd Row Airbags
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -Inc. Rear Center 3 Point, Height Adjusters and Pretensioners
- ParkView Back-Up Camera

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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 Data Version: 16017. Data Updated: Mar 15, 2022 3:21:00 PM PDT.

Resolution No. _____ of 2022, a resolution authorizing the purchase of mobile radios for vehicles authorized for the Public Safety Department.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, the Director of Safety & Security has recommended the purchase of mobile radios for two new vehicles authorized by Resolution No. __ of 2022, and

WHEREAS, the Town has been using Motorola mobile radios for its dual band communication system since 2012, and

WHEREAS, the Director recommends that the Board authorizes the purchase of two Motorola 800 band dual use radios for \$5,506.25, each, for communicating with law enforcement and first responder agencies within the Town, and

WHEREAS, the Director also recommends the purchase of two VHF band radios for \$880.50, each, for internal communications within Town departments, and

WHEREAS, the units are available on State Contract PT-68722; now therefore be it

RESOLVED, that the Director of Safety & Security is authorized to purchase two Motorola Dual band radios, as attached, pursuant to New York State Contract PT-68722 in the amount of \$11,012.50; and, be it further

RESOLVED, that the Director of Safety & Security is authorized to purchase two VHF radios, as attached, pursuant to New York State Contract PT-68722 in the amount of \$1,761.50, both to be paid by municipal lease.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Monday, April 4, 2022 9:01 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 04-11-2022 Public Safety - Animal Control and Security

An item has been submitted to the Resolution Request form for review.

Department: Public Safety - Animal Control and Security
Your email: lpsquarell@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): Terri Cook and Lou Pasquarell

Requested Meeting Date: 04-11-2022

Brief Description: Replacement Motorola Radios with Remote Mount -
2 - 800 Band Radio
2 - VHF Band Radio

NY State Contract # PT68722

Budget #: A-3120-200

Budget Description: Law Enforcement

\$ Amount: Cost of 800 Band Radios - \$5,506.25 each - Total \$11,012.50 and Cost of VHF Radios - \$880.50each - Total \$1761.00

Additional Comments/Details: Attachment added for Radio Information.

*- no attachment to email
- sent email 4/5/22 ✓*

COMPROLLER APPROVAL or Comments:

To be paid by municipal lease per [unclear]

ATTORNEY APPROVAL or Comments:



MOTOROLA SOLUTIONS

Sales Terms and Conditions:

Payment Terms: Contract Payment terms are net 30 days after date of invoice. Terms should be stated on your purchase order. Individual items are billed as they are shipped.

Price & Terms: All prices, terms, & conditions in this quotation are based on Motorola's New York State Contract # PT 68722.

Purchase order: Purchase orders should be made out to Motorola Solutions and require bill to, and ship to address. An Ultimate address is required if different than the ship to and/or bill to address.

Please mail purchase order to: Pittsfield Communications Attn: Tracy Travis
18 Wade Road
Latham, NY 12210

Warranty Period: Motorola's standard warranty is one year on parts and labor, from the date of shipment date of the equipment, except if noted differently.

Shipping: Shipping is done via UPS, truck freight, or electronics delivery van. Delivery is FOB origin and ground shipping charges are paid by Motorola under the terms of the Contract. Ground shipping time normally takes approximately 3 to 5 working days. If requested, priority shipping is available, however there is an additional charge for this option.

Delivery: All delivery times are from the date the FACTORY receives the order.

Schedule: Order processing time may add up to an additional 2 days. Standard shipping schedule for portables and mobiles is typically 25 days [or sooner]. Standard shipping schedule for repeaters, base stations, receivers is 35 days. Shipping schedule for various base station / repeater antennas can vary between 30 to 55 days.

Typically orders can be expedited for quicker delivery if necessary, please let me know if you would like me to expedite this order. Motorola appreciates the opportunity to provide this quotation and we look forward to serving your agency. Please let us know if we can provide any additional information or assistance.

Additional information about Motorola's Government & Enterprise equipment, solutions and services can be found at the following web site: <http://www.motorolasolutions.com/US-EN>

Thank You



Resolution No. _____ of 2022, a resolution authorizing the hiring of Justin Brooks, Shawn Thorpe, and Kevin Buchler as part-time Security Officers.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, vacancies exist for part-time security officers, and

WHEREAS, Justin Brooks, Shawn Thorpe, and Kevin Buchler, have successfully passed the Civil Service Exam, and

WHEREAS, Louis Pasquarell, Director of Public Safety, has recommended that the above individuals be hired to fill the positions of the part-time Security Officer; now, therefore, be it

RESOLVED, that Justin Brooks, Shawn Thorpe, and Kevin Buchler be appointed as a part-time Security Officers at Grade 5, Step 1, to be paid \$24.20/ hour, from A-3120-E4010 (General Fund - Security-Part Time Security Officer), effective immediately.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Monday, April 4, 2022 11:31 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 04-11-2022 Security

An item has been submitted to the Resolution Request form for review.

Department: **Security**
Your email: **lpasquarell@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **Lou Pasquarell**

Requested Meeting Date: **04-11-2022**

Brief Description: **Part-Time Security Officers**
Justin Brooks, Shawn Thorpe and Kevin Buchler

Budget #: **A-3120-E4010**
Budget Description: **Part-Time Security Officers**
\$ Amount: **\$24.20 per hour**

Additional Comments/Details: **To fill security shifts as needed**
Town of Clifton Park Employee Applications and Civil Service Applications are attached.

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Resolution No. 2022, a resolution appointing Patricia Howland as a part-time clerk as needed for Town Hall.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, a need exists for a part-time clerk and Patricia Howland, 60 Stoney Creek Drive, Clifton Park, has been recommended to fill this position; now, therefore, be it

RESOLVED, that Patricia Howland, 60 Stoney Creek Drive, Clifton Park, be appointed as a part-time clerk to be used as needed, at Grade 4, Step 2, to be paid per the Part-time Matrix, from departments as needed, effective immediately.