

**Solicitation Number: RFP #101221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and GapVax Inc., 575 Central Avenue, Johnstown, PA 15902 (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 Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related 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 29, 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.

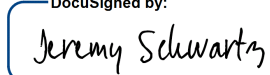
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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.

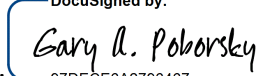
## 22. CANCELLATION

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

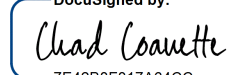
Sourcwell

DocuSigned by:  
  
By: C0FD2A139D06489...  
\_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/23/2021 | 8:50 PM CST

GapVax Inc.

DocuSigned by:  
  
By: 97DECE6A2796467...  
\_\_\_\_\_  
Gary A. Poborsky  
Title: President  
Date: 12/20/2021 | 11:24 AM CST

Approved:

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By: 7E42B8F817A64CC...  
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Chad Coauette  
Title: Executive Director/CEO  
Date: 12/20/2021 | 11:25 AM CST

# RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

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## Vendor Details

Company Name:	GapVax Inc
	575 Central Ave.
Address:	Johnstown, PA 15902
Contact:	Matt Hughes
Email:	mhughes@gapvax.com
Phone:	814-535-6766 357
Fax:	814-539-3617
HST#:	25-1633228

## Submission Details

Created On:	Wednesday September 01, 2021 09:42:15
Submitted On:	Tuesday October 12, 2021 14:06:26
Submitted By:	Matt Hughes
Email:	mhughes@gapvax.com
Transaction #:	8fa7ef9f-d273-42c6-9d49-164f2c639801
Submitter's IP Address:	207.255.5.150

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	GapVax Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	There are no subsidiary entities.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	There are no assumed names or DBA names.
4	Proposer Physical Address:	GapVax Inc. 575 Central Avenue Johnstown, PA 15902
5	Proposer website address (or addresses):	www.gapvax.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):	Gary A. Poborsky President GapVax Inc. 575 Central Ave. Johnstown, PA 15902 gary@gapvax.com M 814-242-4140
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Matt Hughes Senior Vice President, Sales GapVax Inc. 575 Central Ave. Johnstown, PA 15902 mhughes@gapvax.com M 814-322-7724
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Betty Smith Vice President, Administration GapVax Inc. 575 Central Ave. Johnstown, PA 15902 betty@gapvax.com 814-535-6766 x322

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

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>GapVax Inc. can trace its history back to one of the worst natural disasters in Pennsylvania's history. The Johnstown Flood of 1977 resulted from 11 ½ inches of rain falling in 10 hours and the failure of 6 area dams, pouring 128 million gallons of water into the small steel town. Not long after the devastating flood, a soon-to-be entrepreneur named Gary Poborsky sprang into action. He quit his job, purchased a used septic pumper truck, and went to work in his hometown helping clean flooded factories and churches, cleaning storm and sanitary sewers, and assisting with other clean-up work within Johnstown's residential and industrial community. Gary's modest venture eventually became GAP Pollution &amp; Environmental Control, Inc.</p> <p>Through tireless effort and unwavering support from his wife Rose, Gary turned his one-truck start-up into an entire fleet of industrial vacuum and municipal sewer cleaning trucks. To this day, GAP Pollution &amp; Environmental Control is an industry leader offering wet/dry vacuuming, hydro excavation, and sewer cleaning throughout North America.</p> <p>Several years after starting their service business, Gary and Rose were so frustrated with maintenance issues and costly downtime associated with the products they were purchasing, they decided to try their hand at building a better mousetrap. As a result, in 1989, the first GapVax vacuum truck was introduced to the market. By 1994, GapVax Inc. was a full-fledged corporation. Since its inception, Gary has operated GapVax with this business philosophy: We will design and build the highest quality hydro excavation and sewer cleaning equipment that requires the least maintenance costs and the lowest long-term ownership cost.</p> <p>As Gary and Rose approach their 45th year in business, they remind their employees, dealers, vendors, and family members that every company will succeed if they focus on the people -- not just our valued employees and customers, but the people in our community -- just like Gary did after the Johnstown flood. So as we continue to grow into new markets and develop new products, we do so with the corporate mission of "Being good stewards of the communities where we work, live, and play."</p>

10	What are your company's expectations in the event of an award?	<p>We expect current and future Sourcewell members to purchase GapVax products to add industry-leading equipment to their fleet and achieve their goals of safely exposing and cleaning underground utilities, storm sewers, and sanitary sewers.</p> <p>Our ever-growing dealer network stands ready to support Sourcewell members with a standard of excellence that aligns with our corporate mission. By doing so, we expect to create new relationships with Sourcewell members and grow our government and education market share.</p>
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.	Please see the GapVax Financial Information file that has been uploaded as part of our proposal.
12	What is your US market share for the solutions that you are proposing?	As a privately held, family-owned business, GapVax considers our market data confidential. However, we are very proud of the growth we've experienced since our first Sourcewell contract in 2018 and feel this is vital information to share. Before 2017, we manufactured between 60 to 90 machines a year and were at maximum capacity due to facility constraints. To help with our goal of continued growth, we completed two major capital expansion projects, one in 2017 and another in 2020. This investment gained a total of 160,000 sq. ft. of additional manufacturing space. As a result, our sales increased an average of 17.3% each year from 2017 to 2020. We attribute this growth to two main factors: 1) The sales acceleration from our initial Sourcewell contract award, and 2) The manufacturing space added to support the increased sales.
13	What is your Canadian market share for the solutions that you are proposing?	As a privately held, family-owned business, GapVax considers our market data confidential. However, we are very proud of the growth we've experienced since our first Sourcewell contract in 2018 and feel this is vital information to share. Before 2017, we manufactured between 60 to 90 machines a year and were at maximum capacity due to facility constraints. To help with our goal of continued growth, we completed two major capital expansion projects, one in 2017 and another in 2020. This investment gained a total of 160,000 sq. ft. of additional manufacturing space. As a result, our sales increased an average of 17.3% each year from 2017 to 2020. We attribute this growth to two main factors: 1) The sales acceleration from our initial Sourcewell contract award, and 2) The manufacturing space added to support the increased sales.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, GapVax Inc. never petitioned for bankruptcy.
15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) GapVax Inc. is the manufacturer of GapVax branded equipment.</p> <p>Our dealers are independently owned and operated, not owned by GapVax Inc. The dealers handle most of the sales process, including equipment demonstrations, quotation, fulfillment, and all service work associated with GapVax products.</p>
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.	The Commonwealth of Pennsylvania licenses GapVax Inc. as a "VEHICLE MANUFACTURER" and a "VEHICLE DEALER." In addition, our Pennsylvania-based sales force has "VEHICLE REPRESENTATIVE" licenses also issued by the Commonwealth of Pennsylvania. Other licenses include State Sales Tax License, Business Privilege License, Pennsylvania State Vehicle Inspection License, State of Texas Converters License, State of Texas Vehicle Dealer License, Florida Manufacturer License, Louisiana Converter License, Kentucky Motor Vehicle Component License, National Association of Trailer Manufacturers Certificate of Compliance, and a Minnesota Workforce Certificate of Compliance. GapVax Inc. is registered with the Secretary of State in each state that is required.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	GapVax Inc. has no Suspension or Disbarment notices to report.

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

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2021 - Ralph Macchio Lifetime Achievement Award - The pumping industry's highest honor was awarded this year during the WEQ Fair in York, Pennsylvania, recognizing Gary Poborsky, owner of GapVax, for his 44 years of dedication and commitment to the industry. This award epitomizes the saying, "The best compliment any professional can receive is praise from another within their discipline." More information can be found at <a href="https://www.plumbermag.com/how-to-articles/gapvax-weq-fair-inc/macchio-achievement-award-to-be-presented-at-upcoming-weq-fair">https://www.plumbermag.com/how-to-articles/gapvax-weq-fair-inc/macchio-achievement-award-to-be-presented-at-upcoming-weq-fair</a></p> <p>2016 - Gary &amp; Rose Poborsky, Cambria Regional Chamber of Commerce Business Hall of Fame Inductees - The Cambria Regional Chamber of Commerce, and Junior Achievement of Western Pennsylvania sponsor an annual award ceremony to celebrate the lives of extraordinary leaders whose achievements have enhanced the cultural, civic and economic growth of our region. The following link is the video submitted for their induction ceremony <a href="https://youtu.be/5plz7v45LsU">https://youtu.be/5plz7v45LsU</a></p>	*
19	What percentage of your sales are to the governmental sector in the past three years	<p>Our percentage of sales in the last three years to the government sector is:</p> <p>2018 = 34%</p> <p>2019 = 28%</p> <p>2020 = 44%</p> <p>Average 35%</p>	*
20	What percentage of your sales are to the education sector in the past three years	<p>GapVax Inc. chooses to combine the education sector into government sales. Our percentage of sales in the last three years to the government sector is:</p> <p>2018 = 34%</p> <p>2019 = 28%</p> <p>2020 = 44%</p> <p>Average 35%</p>	*
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?	Please see our GapVax Cooperative Purchasing Contract list that has been uploaded as part of our proposal.	*
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?	GapVax Inc. does not currently hold a GSA Contract. However, we have a dealer that holds a GSA multiple award schedule that we utilize.	*

**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 Ventura	Frank Palmer	805-652-4573	*
City of Santa Ana	Edwin Sosa	714-472-7106	*
Santa Margarita Water District	Bill Webster	949-289-3327	*
Cape May County MUA	John Reardon Jr.	609-465-3968	

**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 *	
City in TX	Government	Texas - TX	Sewer Cleaner, Hydro-Excavation	Avg \$338,350.00	\$1,015,054.00	*
County in CA	Government	California - CA	Sewer Cleaner	Avg \$316,962.00	\$950,888.00	*
State Transportation Agency, PA	Government	Pennsylvania - PA	Sewer Cleaner	Avg \$306,000.00	\$918,005.00	*
City in OH	Government	Ohio - OH	Sewer Cleaner	Avg \$290,248.00	\$870,745.00	*
City in KY	Government	Kentucky - KY	Hydro-Excavation	Avg \$244,730.00	\$489,461.00	*

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

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

Line Item	Question	Response *	
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25	Sales force.	<p>The GapVax sales team relies heavily on government markets to achieve corporate sales goals. Our teams consist of 6 Regional Sales Managers that oversee 22 Municipal Government dealers and two Federal Government dealers in the North American market. The Regional Sales Managers (RSM) go through an extensive factory training program that includes a minimum of 30-days on the shop floor, shadowing various disciplines. They spend most of their time working with the Quality Control team learning deep-dive inspection techniques that include testing, verification, adjustment, validation, test drives, and standard field repairs. Our customers and dealers value our rigorous internal training program and often refer to our RSM's as the most knowledgeable Subject Matter Experts in the industry.</p> <p>After training, the RSM's are deployed into the government sector to develop relationships with city, county, and state fleet managers, sewer, water, and wastewater department heads, and customers in the federal and educational markets. The RSM's also work with GapVax dealers to provide product training and a greater understanding of the Sourcewell sales process. The GapVax dealer is ultimately responsible for promoting and supporting the GapVax products they sell.</p> <p>In reference to the potential Sourcewell Sewer, Vacuum, Hydro-Excavation Equipment contract, the RSM's would promote the contract to state and local government officials who either do not have their own state purchasing contract or have limited products in their existing state contracts.</p> <p>If awarded, the RSM's will promote these resources to their dealers and partners throughout North America:</p> <ol style="list-style-type: none"> <li>1) Sourcewell Sales Accelerator Seminar</li> <li>2) Sourcewell University</li> <li>3) Sourcewell New &amp; Reclaimed Participating Agency Update</li> </ol>	*
26	Dealer network or other distribution methods.	<p>GapVax dealers are known for their dedication to providing best-in-class sales and customer service. Our ever-growing dealer network stands ready to support Sourcewell members with a standard of excellence that aligns with our corporate mission of "Being good stewards of the communities where we work, live, and play." GapVax dealers are privately-owned companies that are the link between GapVax and the end-user. Our dealers' sales managers oversee a team of representatives responsible for selling and marketing in their exclusive territories. In addition, each dealer is required to stock replacement parts and provide in-house and (or) on-site service and repair.</p> <p>GapVax dealer Tina and Cory McDonough of One.7 in Ravensdale, WA, are excellent examples of "Being good stewards of the communities where we work, live, and play." Their tireless pursuit of cancer awareness led them to start the Valley Girls &amp; Guys foundation. Their once-small endeavor has grown into a thriving community service organization in the pacific northwest. More information on their public service can be found at: <a href="https://www.1point7.com/breast-cancer-awareness-wa-ca-az-nv-ak-nj-ut--three-day">https://www.1point7.com/breast-cancer-awareness-wa-ca-az-nv-ak-nj-ut--three-day</a> and <a href="https://valleygirlsandguys.org/">https://valleygirlsandguys.org/</a></p> <p>Having 22 GapVax dealer locations across North America, the likelihood of each of them establishing a thriving non-profit charity is not realistic, but that doesn't stop us from promoting the success of Cory and Tina McDonough and using community service as criteria for evaluating dealer success.</p> <p>For a complete list of Dealers, please reference the attached file GAPVAX DEALER AND SERVICE MAP.</p> <p>For more information on our dealer One.7 please see file GAPVAX MEET THE DEALER - ONE7</p>	*
27	Service force.	<p>In addition to two factory-owned service centers, one in Pennsylvania and the other outside of Houston, TX, GapVax uses channel partners as our service force to provide service, repair, and warranty support to our end-user customers. Our government sales sector has 22 dealers in the United States and Canada to meet the vast needs of Sourcewell members. We also utilize 16 factory-authorized service and repair facilities to offer added support outside our dealer network. The independently owned facilities provide in-house and (or) on-site service, repair, warranty, and equipment rental. Often our service force will act as a "force-multiplier" by identifying additional sales opportunities while providing first class service, repair, and warranty.</p> <p>For a complete list of service providers, please reference the attached file GAPVAX DEALER AND SERVICE MAP.</p>	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Sourcewell members will follow our Dealer-to-Government order process. The order process begins with the GapVax quote document. It is available on our web-based GapVax dealer portal and updated as needed. The dealer will download the current document revision and work with the Sourcewell member to develop a quotation that best suits their needs. Next, the finalized quotation is sent to GapVax Inc for engineering review. After engineering's final approval, the quote is logged into our document control system, awaiting the purchase order. Finally, the Sourcewell member or GapVax dealer is notified of engineering approval and submits the purchase order to the GapVax Regional Sales Manager for processing, noting the Sourcewell contract number on the PO. After the product is built, the dealer or GapVax Inc. will coordinate the delivery to the Sourcewell member. Upon final acceptance of the product, GapVax Inc., at its discretion, can invoice the Sourcewell member directly or elect to have the dealer invoice them (referencing the Sourcewell contract number.) Having all PO's sent to our Regional Sales Managers ensures the orders are correctly entered and monitored for accurate quarterly reporting.</p>	*

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Unless the Sourcewell member is within the geographic parameters of our two factory-direct service centers, the support of GapVax equipment occurs at our nationwide dealer network or our 16 factory-authorized service, warranty, and repair centers.</p> <p>The preferred method for scheduling warranty, service, or repair is to call ahead. Some locations offer drive-in service, and some provide field service capabilities that allow service work at the customer's site. Our directive is to respond within 24 hours of the customer's initial contact. Turnaround time is based on the scope of work required for the repair or service. The corporate office has trained service representatives on-call 24 hours a day, seven days a week, to support the customer, dealer, or service centers.</p> <p>While the post-sale customer service ultimately falls to the dealer or service network, the around-the-clock support offered by GapVax to our service and repair technicians ensures each member receives a consistent customer experience. When appropriate, customer service issues are elevated to the Regional Sales Managers, General Manager of Warranty and Service, Vice President of Sales, and, if necessary, the company President for resolution.</p> <p>For a complete list of dealers and service centers, please reference the attached file GAPVAX DEALER AND SERVICE MAP.</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As described in some of the earlier questions, the GapVax government sales team utilizes 6 Regional Sales Managers that oversee 22 Municipal Government dealers and two Federal Government dealers. GapVax will promote the awarded Sourcewell contract to all current and future members of the government and educational sectors across North America. GapVax also utilizes factory-authorized service and repair facilities to offer added support outside our dealer network. Often our service force will act as a "force-multiplier" by identifying additional sales opportunities while providing first class service, repair, and warranty.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>As described in some of the earlier questions, the GapVax government sales team utilizes 6 Regional Sales Managers that oversee 22 Municipal Government dealers and two Federal Government dealers. GapVax will promote the awarded Sourcewell contract to all current and future members of the government and educational sectors across North America.</p> <p>Pre-pandemic, GapVax was negotiating with dealers in Canada to promote the Canoe Procurement Group, a Sourcewell partner in Canada. Unfortunately, international travel restrictions have temporarily sidelined the project. However, we fully intend to move forward with this plan and look forward to improving our coverage in Canada.</p>	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	GapVax will promote the use of the awarded Sourcewell contract to all current and future members in the United States, including Alaska and Hawaii, 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?	GapVax will promote the use of the awarded Sourcewell contract to all current and future members in all participating entity sectors.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	GapVax will serve all current and future Sourcewell members and market segments in Hawaii, Alaska, US Territories, and Canada. Factory freight will be calculated at quoting and will be included on the quote to the Sourcewell member.	*



**Table 7: Marketing Plan**

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>GapVax will market the proposed Sourcewell contract through:</p> <ul style="list-style-type: none"> <li>a) Marketing staff and dedicated budget for marketing material and collateral items</li> <li>b) Internal and external staff communicating with government, end-users, and dealers</li> <li>c) Marketing campaigns using print media, digital media, online display ads, online and print buyers guides, e-blasts, e-newsletter, and social media (samples uploaded)</li> <li>d) Training of GapVax staff and dealers at annual dealer meeting, regional dealer meetings, corporate open house, and GapVax dealer's open house</li> <li>e) Maintaining a robust GapVax presence at tradeshow and association events such as WWETT, APWA Regional Shows, CWEA, WJTA, WEQ, Utility Expo, PA Safety Days, Tri State Seminar, NASTT No-Dig Show, TWUA, and TML, etc.</li> <li>f) Continued GapVax dealer network expansion</li> <li>g) GapVax dealer-only portal to access government sales tools such as the Sourcewell Contract, explanation of benefits, product offering and who to contact with quoting or ordering questions.</li> <li>h) GapVax.com public website to access Sourcewell Contract video and general description of cooperative purchasing advantages. Visit <a href="http://www.gapvax.com/purchasing">www.gapvax.com/purchasing</a></li> <li>i) Marketing material and literature with product offerings to include Sourcewell logos and contract numbers (samples uploaded)</li> </ul>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>GapVax Inc's marketing department, Regional Sales Managers, dealers, and partner contributors will continue to use social media platforms, including Facebook, Instagram, LinkedIn, TikTok, and Twitter, to build brand awareness, display customer affinity, communicate best-in-class value, and drive leads to our channel partners who sell and support our products locally. In addition, we will utilize Digital Media, Online Display Ads, E-Blasts, E-newsletters, and other digital communications to deliver our message to Sourcewell members.</p> <p>For a sample of our digital communications, please reference the attached file GAPVAX E-NEWSLETTER SAMPLE.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Our view of Sourcewell's role in promoting contracts from this RFP includes a broad-coverage PR event announcing the contract award. Additionally, for optimum coverage, Sourcewell should issue individual news releases to each contract holder so they can distribute them through their PR channels.</p> <p>The integration of Sourcewell into our sales process is an ongoing activity that currently exists today. Sourcewell plays a key role in supporting our Regional Sales Managers in their pursuit of capturing new Sourcewell members, supporting existing Sourcewell members, and continuously educating our dealer network.</p> <p>If awarded, we will include the following tools in our plan:</p> <ul style="list-style-type: none"> <li>1) Sourcewell Sales Accelerator Seminar</li> <li>2) Sourcewell University</li> <li>3) Sourcewell New &amp; Reclaimed Participating Agency Update</li> </ul> <p>Further, we will invite our Sourcewell Contract Administrator to present Sourcewell's advantages at our annual dealer meeting, regional dealer meetings, and corporate open house.</p>
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.	<p>GapVax products are currently not available through e-procurement for government and education customers. However, we expect technology to advance to the degree that e-procurement platforms will one day easily adapt to our customer's procurement systems and have the capacity to configure very complex equipment combinations.</p> <p>When it comes to GapVax equipment, there are thousands of equipment configurations that could potentially overwhelm the end-user without the aid of a knowledgeable GapVax dealer. For the most part, government agencies still feel that working directly with the dealer will ensure they're getting equipment that best suits their needs.</p>

**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.	<p>A large portion of our government sales occurs through our dealer network. These dealers are independent business owners and offer varying degrees of training. The minimum training included with purchase is one day on-site. However, most dealers provide an additional day of classroom training.</p> <p>Sourcewell members needing phone support can call GapVax 24 hours a day. Calls received after standard business hours are answered by an answering service. The answering service will contact an "on-call" GapVax employee to help attend to any pressing customer needs.</p> <p>GapVax also offers in-depth factory training at a reasonable cost to the end-user. This training takes place in our newly expanded training department at GapVax's Headquarters in Johnstown, PA. The dates vary year by year. Topics include the following:</p> <ul style="list-style-type: none"> <li>Operator Basic Maintenance</li> <li>Operator Basic Troubleshooting</li> <li>Mechanic Basic Maintenance</li> <li>Mechanic Basic Troubleshooting</li> </ul> <p>When necessary, this training can be provided at the end-user's location.</p> <p>Please see the file GAPVAX TRAINING ANNOUNCEMENT for information on our newly expanded training department.</p>

40	Describe any technological advances that your proposed products or services offer.	<p>GapVax's most advanced technological offering is based on the "less is more" concept. Today's agencies are constantly pushed to save water. Seeing this as the wave of the future, GapVax partnered with German-based manufacturer Wiedemann Enviro-Tec, the inventors of water recycling technology for sewer cleaning equipment, to bring the GapVax Recycle JetVac to North America. Our Recycle JetVac is the only sewer cleaning recycling truck on the market that does not use mechanical filter screens or disposable filter cartridges as part of the water cleaning system. Instead, by using Wiedemann's tried-and-true "sedimentation system" for recycling the collected water, operators can work without interruptions from filter cleaning or filter failure from grease, sand or clay. As a result, pipe cleaning that once took several hours and wasted countless gallons of water can now be accomplished fast and efficiently.</p> <p>New to the GapVax product line is our VHX hydro excavator. Much like our GapVax HV, the most significant difference of the VHX is its ability to haul payload over the road legally. For example, government agencies can now legally move 15,000 pounds of wet or dry excavation spoils in states that strictly adhere to federal bridge laws. This ultra-light solution, combined with onboard weight scale technology, allows the operator to achieve maximum legal payload, reduce inefficiency from transporting partial loads, and ensures over-the-road safety by eliminating dangerously overweight loads.</p>	*
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.	<p>By following our corporate mission of "Being good stewards of the communities where we work, live, and play," our decision to utilize brownfield sites for our expansion plan was an easy one. According to the Johnstown Redevelopment Authority, "Cleaning up and reinvesting in brownfields increases the local tax base, facilitates job growth, utilizes existing infrastructure, takes development pressures off of undeveloped open land, and improves and protects the environment. Brownfield redevelopment is particularly critical in Johnstown because of the city's unique geography as a landlocked municipality. Adaptive reuse of Johnstown's limited available sites prevents urban sprawl and the destruction of one of Pennsylvania's biggest assets, its natural landscape." By one estimate, for every one acre of redeveloped brownfields, we save 4.5 acres of open space!</p> <p>Our capital expansion projects, one in 2017 and the other in 2020, reused turn-of-the-century steel mill buildings that were in disrepair, converting them into state-of-the-art manufacturing facilities encompassing 160,000 sq. ft. Several green initiatives, starting from the ground up, were considered when planning these projects.</p> <p>We designed our shop floors with radiant heat fed by high-efficiency 95% AFUE boilers that use significantly less energy than traditional methods. Radiant heat is also more efficient and requires less energy during winter, especially in manufacturing environments that utilize large overhead doors to reposition trucks.</p> <p>Any Pennsylvania trout fisherman will tell you the role that cool, clean water plays in the life cycle of our once-prolific State Fish, the native Brook trout. When choosing our roofing material, GapVax considered the impact of water runoff temperature and its harmful effect on the historic Stonycreek River that runs behind our facility. Using light-colored roofing material creates less heat; less heat means cooler water outflow from rainfall captured on our factory roofs. The Stonycreek, a once-damaged river that fell victim to decades of coal mining, steel making, and logging, is now making a comeback. In a report published by the Somerset Conservation District, the impact of public and private conservation initiatives are starting to pay off. "The comeback of water quality in the Stonycreek River watershed is one of Pennsylvania's greatest conservation success stories. The effort has taken nearly two decades, millions of dollars, and untold numbers of hours from professionals and volunteers alike to restore significant portions of the 486 square mile watershed. The public-private partnerships established to accomplish the task stand as a testament to innovation and determination in the broad field of resource conservation."</p> <p>Other efforts include a plant-wide use of energy-efficient LED lighting, a 4 million dollar investment in a high efficiency, state-of-the-art paint system designed to reduce VOC emissions, a computer-controlled paint mixing system that reduces waste by mixing precise quantities of paint, converting outdated cranes from inefficient DC power to highly efficient AC power, and a closed-loop water system designed to capture and reuse water in our QC test bays.</p>	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All GapVax products offered will be compliant with the EPA (Environmental Protection Agency) Tier 4 requirements and CARB (California Air Resource Board), including products offered on clean-burning CNG (compressed natural gas) as an alternative to diesel engines.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>GapVax does not qualify as a WMBE, SBE, or veteran-owned business. However, most of our distributor/dealer partners are designated Small Businesses.</p> <p>Our support of Woman/Minority-owned business is evident in our partnership with Anna Johnson from AQUIP LLC. AQUIP was founded in October of 2018 and is the first and only known independently female-owned vacuum truck and environmental products dealership in the United States. You can learn more about AQUIP at <a href="https://www.aquipco.com/about">https://www.aquipco.com/about</a></p> <p>Gary And Rose Poborsky founded GapVax Inc as an equal business partnership. Though the legal definition of Woman-Owned does not apply, Rose has played an active role in GapVax's success and will continue to guide our organization into the future.</p> <p>For more information on dealer AQUIP, please see the attached file GAPVAX MEET THE DEALER - AQUIP</p>	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Our most unique attribute that will appeal to Sourcewell members is that our ownership structure is now and always has been a family-owned business. We are also proud to promote that GapVax employees have partial ownership of the company through our ESOP program. This program incentivizes our employees to have a "customer-first" mentality while doing their jobs.</p> <p>Unlike most of our competition, GapVax is not owned and managed by an equity group or publicly traded company. This unique position allows us to change direction quickly based on our customer's needs. This flexibility, combined with our passionate pursuit of "Being good stewards of the communities where we work, live, and play," is how we've continued to grow in a highly competitive space. These beliefs may get overlooked at companies with absentee investors or a board of directors who have a "bottom line first" mentality when making decisions about customers and employees.</p>	*

**Table 9A: Warranty**

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

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, our warranty covers all the products we are proposing within the specified warranty period. Warranty coverage on GapVax products sold through our dealers includes parts and labor (or partial labor in some circumstances.) In addition, optional extended warranties are available to meet the needs of current and future Sourcewell members.  For a sample of our warranty policy, please reference the attached file GAPVAX WARRANTY.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The standard municipal equipment warranty covers the equipment for one year. Optional extended warranties are available to meet the needs of current and future Sourcewell members. The limited warranty does not cover chassis components, defects due to misuse, abuse, and neglect, nor does it supersede the warranty of an original component manufacturer.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty on GapVax products sold through our dealers covers parts and labor or partial labor, depending on the claim. The labor and travel reimbursement varies from dealer to dealer.	*
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?	Certain areas of North America do not have dealer coverage. These areas function as factory-direct regions. In these regions, parts associated with warranty claims are covered, but labor is not. There are certain instances that GapVax will dispatch a factory technician to a customer's site. GapVax evaluates each instance on a case-by-case basis.  For a complete list of dealers and service centers, please reference the attached file GAPVAX DEALER AND SERVICE MAP.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The standard municipal equipment warranty covers the equipment for one year. The limited warranty does not supersede the warranty of an original component manufacturer. Note: all items offered in response to this RFP will be covered by the warranty of GapVax Inc.	*
50	What are your proposed exchange and return programs and policies?	To date, no exchanges or returns have occurred on GapVax products ordered from a government entity. However, if the situation arises, GapVax Inc. will work with the customer and dealer on a case-by-case basis. We intend to provide the customer with the best-in-class value that is synonymous with GapVax products. In the event that a new and unused GapVax is shipped and delivered to a Sourcewell member and it is found that the unit does not meet the customer's intent, and the unit was quoted and ordered per the Sourcewell member's request or quote, GapVax Inc. may initiate up to a 30% restocking fee on the new and unused unit to cover additional transportation and costs associated with reselling the unit.	*
51	Describe any service contract options for the items included in your proposal.	GapVax dealers and service partners offer a variety of maintenance programs depending on the need of the Sourcewell member. Plans range from preventive maintenance contracts, full-service maintenance and repair contracts, or customer-specific service intervals based on the region of operation. Dealers and service partners provide pricing for these programs on a local level. Therefore, GapVax Inc. is not including service contract options with our proposal.	*

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

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

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	GapVax Inc is offering manufactured goods only. Therefore, no services are being quoted in this RFP, and service performance standards and guarantees do not apply.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	GapVax Inc is offering manufactured goods only. Therefore, no services are being quoted in this RFP, and service performance standards and guarantees do not apply.	*

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

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	GapVax Inc's payment terms are NET 30 with authorized municipal, government, or dealer purchase orders. We accept bank checks, ACH, and wire transfers.
55	Describe any leasing or financing options available for use by educational or governmental entities.	GapVax Inc. does not directly finance or lease equipment; we utilize third-party finance companies to assist our customers with their financing needs. When a finance need arises with a Sourcewell member, we try to partner with Sourcewell contract holders like NCL Government Capital.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>The GapVax quote document is the beginning of the purchase process for a Sourcewell member. Document revision control is facilitated through the GapVax dealer portal, which is password protected for dealer-only access. The GapVax dealer portal ensures that the dealer presents the Sourcewell member with the most up-to-date quote version and avoids rejection due to an out-of-date document. To begin the quotation, the dealer selects the "Yes box" next to the question asking if the purchase occurs through Sourcewell. By selecting yes, the custom program populates the Sourcewell contract number on the cover page and automatically chooses the Sourcewell discounted price column, ensuring the Sourcewell member receives the preferred pricing promised. From there, the quotation process is relatively simple, and the Sourcewell member has a bonafide, binding, quote document in a matter of minutes. In addition, the opportunity for human error is significantly reduced because the custom-programmed quote document has unique identifiers alerting the GapVax Regional Sales Manager and accounting team to invoice and report all Sourcewell contract sales accurately.</p> <p>For a sample of our quote document, please reference the attached file GAPVAX QUOTE DOCUMENT.</p>
57	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?	GapVax Inc. currently does not accept the P-card procurement and payment process.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>The GapVax Inc. pricing model is ceiling based with Sourcewell members receiving a percentage discount off of MSRP for each product category.</p> <p>For a complete price list, please reference the attached file GAPVAX SOURCEWELL PRICE LIST.</p>
59	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.	The percentage of discount for Sourcewell members is 2% off MSRP. In addition, GapVax dealers understand that the Sourcewell contract is ceiling price based and may offer additional discounts throughout the contract's life.
60	Describe any quantity or volume discounts or rebate programs that you offer.	GapVax dealers understand that the Sourcewell contract is ceiling price based and may offer additional discounts based on unit quantity.
61	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.	GapVax will utilize open market pricing for the chassis portion of our equipment. The chassis is a sourced good that we will offer at Invoice + 3%. GapVax will also consider customization requests by Sourcewell members as open market or sourced goods negotiated between the GapVax dealer and Sourcewell member.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Outside of the chassis cost (as identified in question #61 regarding sourced goods), the other cost not included in the price list is delivery. Factory freight to the Sourcewell member is known at quoting and will be listed on their quote.</p> <p>Government agency requirements vary significantly from one agency to the next, as do the costs associated with these requirements. As a result, GapVax dealers may be required to offer pre-delivery inspections, on-site training, extended warranties, and service and repair contracts, which will be priced to the Sourcewell member at the time of quoting.</p>
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Freight costs from the factory to customers in the contiguous United States and adjoining Canadian provinces will be itemized on the quote and paid by the customer. GapVax may charge up to \$4.00 per loaded mile to deliver the equipment. The dealer decides if the product will ship directly to the customer or the dealer's location. The dealer will be responsible for making contact with the customer to arrange final delivery and start-up training.</p> <p>Exceptions to this delivery fee are GapVax units built on truck chassis powered by CNG (compressed natural gas.) They require unique transportation methods and will be quoted at the time of the proposal.</p>
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	When deliveries are made to Alaska, Hawaii, Canadian territories, or offshore, the customer is responsible for the freight costs. GapVax Inc. and the customer will review these charges at the time of quoting. It is common for GapVax to work with the customer and utilize any specific delivery methods that work best for them.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Other than the delivery methods mentioned in #63 and #64, if a unique delivery situation exists that is better overall for the Sourcewell member, GapVax will work closely with them to attain the best possible solution.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing offered in response to this Sourcewell RFP is similar or is better than some pricing offered to other cooperative procurement organizations or state purchasing departments. In addition, our discount structure offered will allow for best value, more flexibility, and volume discount considerations provided through our dealers because of the ceiling-based pricing.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *	
67	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.	GapVax will be paying Sourcewell directly for all administrative fees associated with this contract. Pricing and discounts will be loaded into the GapVax quote document as detailed in our response to question #56. This document is controlled on a password-protected website known as the GapVax Dealer Portal. Dealers are required to submit all orders using the quote document they download from the dealer portal. Submitted orders will be verified against the customer's PO and processed by the GapVax Regional Sales Manager to ensure consistency and process compliance. Opportunity for error is significantly reduced because the custom-programmed quote document includes unique identifiers that alert the GapVax Regional Sales Manager, the order management team, and the accounting team that the order is through the Sourcewell contract, which ultimately triggers quarterly reporting and remittance activity.  For a sample of the quote document mentioned above, please reference the attached file GAPVAX QUOTE DOCUMENT	*
68	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.	As with most businesses, GapVax projects its yearly sales forecast at the beginning of our fiscal year. This forecast includes a Government sales budget listed by month and quarter. The executive team reviews our sales budgets monthly, including sales through our cooperative purchasing contracts. A few examples of KPI's used to measure success are "quote to close ratio," "government sales budget vs. actual" and "Sourcewell sales budget vs. actual." We also review our dealers every year and evaluate them on their use of cooperative purchasing contracts.	*
69	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.)	If we are awarded a contract, GapVax will pay Sourcewell a 2% administrative fee for facilitating, managing, and promoting the Sourcewell Contract.	*

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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Unlike many cookie cutter-type manufacturers, GapVax Inc. is known as a customer-focused builder of industrial and municipal equipment. We pride ourselves in our ability to address a customer's needs and create a solution (that's often customized) to meet those needs. The following products were born from a passionate pursuit of building equipment "the way we'd want it" if we were the customer:</p> <p>The GapVax MC is a combination vacuum and sewer flushing machine designed to wash and remove debris from sewer drains. With a wide variety of sizes available, this is an ideal candidate for any size municipality, water and sewer district, or government agency that is cleaning storm drains, catch basins, and sewers. GapVax offers truck-mounted configuration available on a single-axle and a double-axle chassis. The single-axle gives you the choice of a 4-8 cubic yard debris body and a water tank capacity of 500-1,200 gallons. The Double Axle MC ranges from 8-13 cubic yards, and water tank sizes up to 2,000 gallons. In addition, our custom-configured units allow for various arrangements not currently available through our competition.</p> <p>GapVax VHE hydro excavators use non-destructive pressurized water combined with an industrial-strength vacuum to safely expose buried utilities or excavate near objects easily damaged by traditional mechanical digging. The operator directs the pressure stream to the ground to break up the soil, positions the vacuum hose at the excavation area, and conveys the loosened soil into the debris body through the vacuum hose. The hydro excavation process results in safe, fast, precise excavations that require less backfill and site restoration, and has less environmental impact than traditional excavation techniques. This system is ideal for any size municipality, water and sewer district, public or private utility, or contractor that needs to locate buried objects or safely excavate around underground utilities.</p> <p>The GapVax HV is a "next level" hydro excavator compared to the VHE. The HV series is a true wet and dry unit that offers high-pressure water and compressed air for excavating. The use of compressed air is becoming more common for unearthing buried utilities. Unlike water, compressed air does not increase the waste stream, and the excavated soil can be quickly backfilled into the same hole. However, unlike wet-only units, a very stringent filtration system is required to protect the truck's vacuum pump when vacuuming dry product. The HV uses cyclone and baghouse technology to provides ultimate vacuum pump protection.</p> <p>New to the GapVax product line is our VHX hydro excavator. Much like our GapVax HV, the most significant difference of the VHX is its ability to haul payload over the road legally. For example, government agencies can now legally move 15,000 pounds of wet or dry excavation spoils in states that strictly adhere to federal bridge laws.</p> <p>The GapVax GJET is a truck-mounted high-pressure water Jet designed to remove sand, dirt, grease, detergents, and materials typically found in sanitary and storm drain pipes. The GJET's single-engine design uses the chassis engine to power all functions. The hydraulically powered water pump pressurizes the onboard water supply and conveys the water into the sewer through a high-pressure hose. The hose is spooled in and out by a hydraulically powered hose reel mounted on the truck's front. The GJET's efficient design surpasses competitive units that utilize multiple engines by reducing weight, fuel costs, emissions, and maintenance costs.</p> <p>Our G7 is a trailer-mounted version of our GJET. It has a distinct non-cdl weight advantage over truck-mounted jetters, making it an ideal pipe cleaning solution for government agencies that struggle to find drivers with a commercial driver's license. Its compact design is an added benefit for tight, hard-to-reach areas.</p> <p>GapVax's most advanced technological offering is based on the "less is more" concept. Today's agencies are constantly pushed to save water. Seeing this as the wave of the future, GapVax partnered with German-based manufacturer Wiedemann Enviro-Tec, the inventors of water recycling technology for sewer cleaning equipment, to bring the GapVax Recycle JetVac to North America. Our Recycle JetVac is the only sewer cleaning recycling truck on the market that does not use mechanical filter screens or disposable filter cartridges as part of the water cleaning system. Instead, by using Wiedemann's tried-and-true "sedimentation system" for recycling the collected water, operators can work without interruptions from filter cleaning or filter failure from grease, sand or clay. As a result, pipe cleaning that once took several hours and wasted countless gallons of water, can now be accomplished fast and efficiently.</p>
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	"RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies" accurately describes the products GapVax Inc. is offering. Therefore, no subcategories are needed for our submission.

**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	
72	Sewer vacuums or combination sewer cleaners	<input checked="" type="radio"/> Yes <input type="radio"/> No	GapVax MC JetVac GapVax Recycle JetVac  Please reference the attached file GAPVAX SOURCEWELL LITERATURE	*
73	Hydro or air excavation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	GapVax VHE, Hydro Excavation GapVax VHX, Hydro/Air Excavation GapVax HV, Hydro/Air Excavation  Please reference the attached file GAPVAX SOURCEWELL LITERATURE	*
74	Jetters and rodders	<input checked="" type="radio"/> Yes <input type="radio"/> No	GapVax GJET Jetter Truck GapVax G7 Jetter Trailer  Please reference the attached file GAPVAX SOURCEWELL LITERATURE	*
75	Dewatering, mud, trash, and centrifugal pumps	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable to GapVax Inc. product offerings.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable to GapVax Inc. product offerings.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Accessories, supplies and replacement or wear parts related to the offerings above will be supplied at the local level through GapVax dealers and service centers and are not included in this RFP.	



**Table 15: Industry Specific Questions**

Line Item	Question	Response *
78	Describe any product or equipment features that improve operator safety.	<p>Several improvements have been made to GapVax models that improve operator's safety. These items include:</p> <ol style="list-style-type: none"> <li>1) Standard chassis requirements to include additional entry grab handles, wider entry steps, and a two-speed or viscous engine fan drive to reduce noise in the cab and at the front operator station.</li> <li>2) MC Front hose reel operation to include remote hose reel in/out options, front reel power articulation upgrade, remote or cab controls for front reel articulation upgrade, new and improved autowinder mounting for increased ground clearance, and hose tracking, and a new digital footage counter with very accurate hose measurement</li> <li>3) New vacuum pump mounting and noise reduction silencers, mid-ship gearbox mounting, and ergonomic controls.</li> <li>4) More accessible operator daily checks with ground-level cyclone and filter cleanouts, ground-level remote lubrication manifolds, and options for auto lube systems for the vacuum module, chassis, or both.</li> <li>5) Camera system options to include single to quad-camera packages and new mounting positions to reduce/eliminate blind spots.</li> <li>6) Simplified systems engagement, disengagement, console layout, and operational features with the GapVax G2 logic control system.</li> <li>7) Improved wireless control systems, including charging stations, spare transmitters, and failsafe interlocks. Also, the new wireless transmitter safety features include LED indicators, feedback displays, integrated remote body dump options, remote body wash-out options, and remote water flow/pressure control options.</li> <li>8) Better HX Water systems to include new hydraulically driven packages, new mounting arrangements to enclose all moving parts and reduce hoses, reduce the number of operation valves, and the development of a new multi-flow HX water system that is integrated with the new wireless remote system.</li> <li>9) LED lighting options to illuminate perimeter work areas, operation controls, dumping / clean out areas, and SAE or CA Title 13 compliant beacon lights, directional lights, and flashers.</li> <li>10) Ergonomic storage boxes, changing over to swing forward doors where possible in place of fold-down doors. In addition, pump enclosures now have an option to upgrade to a roll-up style door to keep the open door out of the operator work area.</li> <li>11) Enhanced connectivity of the electrical controls with improved sunlight, oil, and abrasion-resistant engineered cord sets and over-molded, weather-tight electrical connectors.</li> <li>12) New and improved hydraulic hose, water hose, electrical cord, and control wire routing and clipping on the frame and body. Also, a new hydraulic hose and wire support has been developed for the rear-mounted loading boom.</li> <li>13) Improved operator manuals by customizing each manual to the system controls of each exact unit.</li> <li>14) Air-actuated MC body safety prop that is safely engaged and disengaged at a safe distance from an elevated collector body</li> <li>15) Rear-mounted MC float shut-offs eliminating the operator's need to enter the tank</li> </ol>
79	Describe any product or equipment innovations that increase uptime and operator productivity.	<p>GapVax's most advanced technological offering is based on the "less is more" concept. Today's agencies are constantly pushed to save water. Seeing this as the wave of the future, GapVax partnered with German-based manufacturer Wiedemann Enviro-Tec, the inventors of water recycling technology for sewer cleaning equipment, to bring the GapVax Recycle JetVac to North America. Our Recycle JetVac is the only sewer cleaning recycling truck on the market that does not use mechanical filter screens or disposable filter cartridges as part of the water cleaning system. Instead, by using Wiedemann's tried-and-true "sedimentation system" for recycling the collected water, operators can work without interruptions from filter clogging or filter failure from grease, sand or clay. As a result, pipe cleaning that once took several hours and wasted countless gallons of water can now be accomplished fast and efficiently.</p> <p>New to the GapVax 2021 product line is our VHX hydro excavator. Much like our GapVax HV, the most significant difference of the VHX is its ability to haul payload over the road legally. For example, government agencies can now legally move 15,000 pounds of wet or dry excavation spoils in states that strictly adhere to federal bridge laws. This ultra-light solution, combined with onboard weight scale technology, allows the operator to achieve maximum legal payload, reduce inefficiency from transporting partial loads, and ensures over-the-road safety by eliminating dangerously overweight loads.</p>

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

**Line Item 80. 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
N/A	N/A	N/A

**Documents**



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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - GAPVAX SOURCEWELL PRICE 2022.xlsx - Tuesday October 12, 2021 12:51:15
  - [Financial Strength and Stability](#) - GAPVAX FINANCIAL INFORMATION AND COOPERATIVE PURCHASING CONTRACT LIST.zip - Thursday October 07, 2021 12:37:04
  - [Marketing Plan/Samples](#) - GAPVAX SOURCEWELL MARKETING.zip - Thursday October 07, 2021 17:31:10
  - [WMBE/MBE/SBE or Related Certificates](#) - GAPVAX LITERATURE.zip - Tuesday October 12, 2021 14:02:44
  - [Warranty Information](#) - GAPVAX WARRANTY.pdf - Thursday October 07, 2021 12:19:03
  - [Standard Transaction Document Samples](#) - GAPVAX QUOTE DOCUMENT.pdf - Thursday October 07, 2021 12:19:45
  - [Upload Additional Document](#) - GAPVAX DEALER AND SERVICE MAP -TRAINING.zip - Thursday October 07, 2021 17:31:50

**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. - Gary Poborsky, President, GapVax Inc.

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	<input checked="" type="checkbox"/>	1