



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	Sourcewell
2. Contractor:	Owen Equipment
3. Cooperative Agency Agreement Name and Agreement Number:	Sourcewell, Sewer Vacuum, #101221-VTR
4. Cooperative Agency Initial Agreement Term:	Start Date: December 20, 2021 End Date: November 29, 2025
5. Cooperative Agency's Agreement-Options to extend:	Agreement may be extended for a fifth year.
6. Cooperative Agency Amended Term:	NA
7. Cooperative Agency Remaining Options to Renew:	1 one-year renewal option remaining.
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: upon execution End Date: November 29, 2025
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$1,325,322.40 for the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Sourcewell, Sewer Vacuum, #101221-VTR ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card

(credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through November 29, 2025, unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for "sewer vacuums" in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$1,325,322.40 for the purchase of two hydro-vac sewer cleaning trucks. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

6. **Special Funding.** If Special Funding is applicable, Exhibit D – Special Funding Terms & Conditions are incorporated herein.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

OWEN EQUIPMENT

Harry Black, City Manager

Date: _____

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

Lori Asuncion, City Attorney

Print name

By: _____
Signature

Print name

Title: _____

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

By: _____
Signature

Title: _____

EXHIBIT A

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vactor Manufacturing, a division of Federal Signal, 1621 South Illinois St., Streator, IL 61364 (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 Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcwell

Vactor Manufacturing,
a division of Federal Signal

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/20/2021 | 11:51 AM CST

DocuSigned by:
David Panizzi
By: 67407721F3A64A7...
David Panizzi
Title: Business Development Manager
Date: 12/20/2021 | 11:57 AM PST

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 12/20/2021 | 2:05 PM CST

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

Vendor Details

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

Submission Details

Created On: Thursday September 16, 2021 12:18:49
Submitted On: Monday October 11, 2021 14:51:07
Submitted By: David Panizzi
Email: dpanizzi@elginsweeper.com
Transaction #: 5f37a299-5bd6-4ac4-aedf-2f1ad40fd7bc
Submitter's IP Address: 4.28.67.162

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vactor Manufacturing (a Division of Federal Signal)
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vactor Manufacturing; TruVac
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Vactor Manufacturing; TruVac
4	Proposer Physical Address:	1621 South Illinois St. Streator, IL 61364
5	Proposer website address (or addresses):	www.Vactor.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Panizzi Business Development Manager 1300 West Bartlett Rd dpanizzi@vactor.com 847-622-7153
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd dpanizzi@vactor.com 847-622-7153
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Aligned with Federal Signal, Vactor Manufacturing works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with over 55 years of product design and manufacturing experience. Vactor Manufacturing is a recognized leader in high quality sewer cleaning and hydro-excavation solutions.
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in sewer cleaner and hydro excavator designs and product offerings.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Vactor is the clear leader of our industry in North America. Our growth over the past 15 years has necessitated two, multi-million dollar factory expansions. The most recent concluding in 2020. Vactor is a subsidiary of Federal Signal - a publicly traded company with more than \$1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. https://www.federalsignal.com/annual-quarterly-reports
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sewer cleaning and hydro excavation model/technologies, we believe our aggregate market share to be approximately 40%.
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we have approximately 32% market share across all types of sewer cleaning and hydro excavation technologies.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Vactor Manufacturing and Federal Signal Corp. have never been the subject of a bankruptcy action.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-users. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Vactor is ISO 9001 and 14001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Vactor Manufacturing received the Chicago Innovation Award for the Paradigm Hydro Excavation unit in 2016.
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 62%
20	What percentage of your sales are to the education sector in the past three years	Less than 1%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Annual sales volumes are unknown.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Hampton Roads & Sanitation District (HRSD) member #46762	John "JJ" Jones	(757) 460-7069	*
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700	*
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119	*
Orange County Utilities, member ID 141910	Nathaniel Haney	(407) 883-9574	
City of Chesapeake, member ID 52040	Mike Colgan	(757) 382-3321	

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*

Table 6: Ability to Sell and Deliver Service**EXHIBIT 3**

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

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

Table 7: Marketing Plan

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

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sewer cleaner/hydro vac as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific maintenance training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.
40	Describe any technological advances that your proposed products or services offer.	Available on our Vactor 2100i combination units we offer a patented Rapid Deployment Boom (RDB). This feature provides for significantly improved productivity in reduced set-up times and also reduces need for operator set-up/breakdown frequency for improved safety and reduced fatigue. Our standard advanced Intui-Touch control system is ergonomically designed that allows for safe and easy interactive control interface. We have also introduced a water-recycler option that again greatly improves productivity while reducing water consumption in the line cleaning process. On our TruVac products we have optional Dig-Right technology (also patented) that allows the operator to set pressure limits to ensure safe digging practices.
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.	Vactor is ISO 14001 certified (environmental management) which speaks to our environmental management commitment at our factory. Also, the water recycler option mentioned in line item 40 provides for significantly reduced water usage. Lastly, all of our units are now single-engine operation which eliminates the need for an auxiliary engine to drive air-flow for cleaning. This significantly reduces emission and need for secondary engine maintenance.
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.	ISO 14001 would be the only third-party issued certification related to environmental management. However, as mentioned above, we are certainly focused on energy efficiency/conservation. I would go as far as saying that we are a leader in developing and providing environmentally beneficial solutions including using alternative fuels such as CNG.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Vactor does not qualify under any of these business headings, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We offer a variety of combination, jetter only or vacuum only sewer cleaner solutions that can be tailored to specific member requirements. We have a large selection of optional content that allows for customization for specific applications as well as the ability to provide specialized (engineered) solutions that may require unique attention/design. Our excavation products also are available in various sizes with the ability to excavate with water or air. Our products are also supported by a seasoned dealer network that is trained with the capability of supporting users throughout North America.

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
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as nozzles.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Vactor and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Vactor and our dealers. We have been know to assist our end-user by leveraging our contacts with engine and chassis manufacturers and dealers.
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a product returned. If one of our sewer cleaners was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their product - that's what we work toward.
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific targeted specials. These are dealer specific.

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	To ensure that our products are supported in a timely manner we offer a bumper-to-bumper, 1-year standard warranty (exclusive of wear parts). We have a nation wide/North American service network with all dealer connected via our service network software (providing specific unit service history and service/recall information). We also have a 24-hour hotline to assist both dealers and end-user with diagnosis and troubleshooting information.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Several months after delivery of each new unit we send out a Customer Satisfaction Survey asking for feedback in the areas of product quality, performance, level of satisfaction with their dealer experience and overall product. Any negative mark or comment is recorded and assigned for follow-up. The scores are tallied in the form of a Customer Satisfaction Index (CSI) score. Several quality and service performance measures are tied to the CSI. This helps us understand the voice of the customer and ensures that we are monitoring quality, performance and overall customer satisfaction at the manufacturer level.

Table 10: Payment Terms and Financing Options

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

Table 11: Pricing and Delivery

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

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

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for our complete line of sewer cleaners and hydro vacs for this Sourcewell proposal is better than what we typically offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

Table 13: Audit and Administrative Fee

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

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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering for purchase or rental our full line of combination sewer cleaners, jettors, catch basin (sewer vacuums) and our hydro and air excavation products. This includes multiple sizes/capacities for combination sewer cleaners, truck mounted jettors and catch-basin (vacuum) units. Also, trailer mounted jettors and various sized hydro and air excavation units under our TruVac brand name. Also included is our Liquid Vacuum Tanker (LVT) that is a simple water/sludge pump designed for vacuuming refuse/dirty water, containing and transporting that material.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Combination Sewer Cleaners (various capacities) mounted on appropriately sized class 8 truck chassis; Catch Basin (vac only) units; Truck-Mounted Jetter and trailer-mounted Jettors; Various sized Hydro and Air Excavation units mounted on appropriately sized truck chassis; and Liquid Vacuum Tanker (LVT) trucks.

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	Full-line of various sized/capacity combination sewer cleaners (2100i-series) also available with alternative fuel. Also straight catch-basin (sewer vacs) units.
73	Hydro or air excavation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full-line of various sized, truck-mounted Hydro and Air excavation units.
74	Jetters and rodders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Various sized jetters including both truck and trailer-mounted units.
75	Dewatering, mud, trash, and centrifugal pumps	<input type="radio"/> Yes <input checked="" type="radio"/> No	Straight trash pumps are not part of our offering.
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our LVT units (TruVac Jackal) can be used in treatment facilities to assist with cleaning.
77	Accessories, supplies and replacement or wear parts related to the offerings above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Service parts and supplies are not included in our proposal.

Table 15: Industry Specific Questions

Line Item	Question	Response *
78	Describe any product or equipment features that improve operator safety.	All our products include single button Emergency Stops (E-Stops) at all human-machine interfaces to allow for rapid shutdown of operation. Our Rapid Deployment Boom (RDB) eliminates the need for repeated operator actions for set-up and breakdown throughout the workday. Our Dig-Right technology will automatically control pressure settings to avoid damaging underground utilities that would cause unsafe working conditions. We also have auto Water Shut Off (WSO) on the digging lance on our hydro ex units to provide an extra layer of safety for operators.
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our RDB 10x15 boom, as previously described, significantly improves productivity. Our water recycler option significantly reduces the need to fill-up with fresh water thus providing for greater productive time. The Dig-Right option on our Vacuum Excavators allows greater productivity by automatically adjusting pressures to digging conditions.

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

Documents

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

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

- [Pricing](#) - Vactor TruVac Pricing files.zip - Monday October 11, 2021 09:49:16
- [Financial Strength and Stability](#) - fss_2020_10k.pdf - Thursday October 07, 2021 11:17:49
- [Marketing Plan/Samples](#) - 2021 Vactor Facebook - Sourcewell.pdf - Thursday October 07, 2021 11:19:56
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Vactor and TruVac Warranty.zip - Thursday October 07, 2021 11:23:13
- [Standard Transaction Document Samples](#) - Vactor Transaction example.zip - Thursday October 07, 2021 11:23:02
- [Upload Additional Document](#) - Fed Sig Elgin Vactor-Sourcewell-COI 2022.pdf - Thursday October 07, 2021 11:18:26

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

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

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

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.

EXHIBIT 3

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



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

Proposal Due Date: October 12, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	August 24, 2021
Pre-proposal Conference:	September 15, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	October 5, 2021, 4:30 p.m., Central Time
Proposal Due Date:	October 12, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	October 12, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

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

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

B. USE OF RESULTING CONTRACTS

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

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

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

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

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

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

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

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

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

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

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

1. Sourcewell is seeking proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies principally intended or designed for the cleaning of sewer lines, catch basins and storm sewers, or for municipal pumping applications, such as:

- a. Sewer vacuums or combination sewer cleaners;
- b. Hydro or air excavation equipment;
- c. Jetters and rodders;
- d. Dewatering, mud, trash, and centrifugal pumps;
- e. Other pumps used in lift station, sewage treatment, water treatment, or water collection facilities; and,
- f. Accessories, supplies and replacement or wear parts related to the offering of the solutions in subsections 1. a. – d. above.

2. The primary focus of this solicitation is on Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, for the cleaning of sewer lines, catch basins, and storm sewers, or for municipal pumping applications, and the related offering of equipment, supplies and services. This solicitation should NOT be construed to include excavators principally intended for utility infrastructure installation and related solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Public Utility Equipment with Related Accessories and Supplies (RFP #012418).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

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

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

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

C. REQUIREMENTS

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

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$65 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the

contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

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

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this

- pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
 3. Stated in U.S. and Canadian dollars (as applicable).
 4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

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

B. ADMINISTRATIVE FEES

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

IV. CONTRACT

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

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

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

Unclear requests will be automatically denied.

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

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

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

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

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

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

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

C. ADDENDA

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

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

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

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

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

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

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

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

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

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

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

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

F. PROPOSAL WITHDRAWAL

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

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

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

B. AWARD(S)

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

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

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

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

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

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;

- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

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

D. RIGHTS RESERVED

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

Sourcewell reserves the right to:

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

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



8/26/2021

Addendum No. 1

Solicitation Number: RFP 101221

Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping
Equipment with Related Accessories and Supplies

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

Question 1:

We manufacture and sell pipeline inspection and rehabilitation equipment. Are we to bid on RFP 101221 or RFP 093021?

Answer 1:

Each Sourcewell RFP is an open and competitive solicitation process. In the competitive process, Sourcewell will not pre-evaluate a proposer's offerings.

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 8/26/2021, is required at the time of proposal submittal.



9/10/2021

Addendum No. 2

Solicitation Number: RFP 101221

Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are we able to add new items to the contract post-award or are only items included during the initial submission allowed? When are price increases permitted post-award to accommodate for material COGs increases and is there a yearly limit?

Answer 1:

Refer to the Sourcewell contract template, Section 4 – Product and Pricing Change Requests.

Question 2:

When are sales and the administrative fee paid to Sourcewell? During the quarter the order was received from the customer or after delivery to and payment from the customer?

Answer 2:

Refer to Sourcewell Contract Template Section 8 – Report on Contract Sales Activity and Administrative Fee Payment, for Sourcewell expectations for reporting and administrative fees.

Question 3:

We offer equipment that ranges in capacity and multiple chassis options. If we offer as a standard item on contract a certain gallon tank with a specific chassis and have the unit priced as such, when the customer calls for a quote and wants the same tank with a

different chassis can we quote the difference in pricing as “Off Contract or Open Market” for the difference in cost between the chassis?

Answer 3:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Are we allowed to quote “Off contract or Open Market” any optional equipment that is not included on the base model based on each customer’s specific needs? Or do we have to have on contract any and all possible options available?

Answer 4:

Refer to Answer 3 above.

Question 5:

How are we to handle transportation costs for our units when a customer requires delivery. Because shipping costs can vary largely based on where the unit is to ship, are we allowed to price out delivery on a separate line and add the actual shipping costs to the bid?

Answer 5:

Refer to Answer 3 above.

Question 6:

How can the financial statements be excluded from public record?

Answer 6:

RFP Section VI. E. - Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 9/10/21, is required at the time of proposal submittal.



9/30/2021

Addendum No. 3

Solicitation Number: RFP 101221

Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping
Equipment with Related Accessories and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Clarify what must be 'provided throughout the term of any Contract'? Does this mean that whenever new MSRP pricing is published it must be provided to Sourcewell and the discount offered in the proposal must be maintained throughout the term of the contract?

Answer 1:

A Proposer with proposed pricing that is based on Percentage Discount from Catalog or Category (RFP Section III. A. 1. b.) is "responsible for providing and maintaining current published MSRP with Sourcewell." The MSRP must be included in the proposal. In the event of contract award, current published MSRP must be provided to Sourcewell throughout the term.

Question 2:

Will a Sourcewell Price and Product Change Request be required whenever new MSRP pricing is published?

Answer 2:

See Answer 1 above. Also, refer to Sourcewell template contract Section 3. – Pricing, for additional detail on pricing during the contract term. "All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal." During the term of an awarded contract, a change of the price stated in a

supplier's proposal is requested using the process described in template contract Section 4. – Product and Pricing Change Requests.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 9/30/2021 is required at the time of proposal submittal.



The New York State Contract Reporter

*NYS' official source of contracting opportunities
Bringing business and government together*

Contracting Opportunity

*** This ad has not been published. It has been reviewed and pending publication. ***

Title: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Agency: Sourcewell

Division: Procurement Department

Contract Number: 101221

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 08/24/2021

Due Date/Time: 10/12/2021 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Vehicles & Equipment - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

© 2021, Empire State Development <http://www.esd.ny.gov/>

AFFIDAVIT OF PUBLICATION



DJCOREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

SEWER VACUUM, HYDRO-EXCAVATION, AND MUNICIPAL PUMPING EQUIPMENT WITH RELATED ACCESS Sourcewell; Bid Location Staples, MN, Todd County; Due 10/12/2021 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

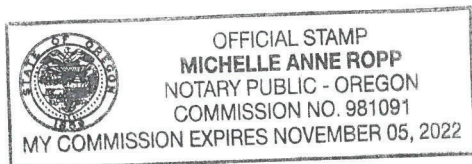
8/25/2021

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 25th DAY OF August, 2021

Nick Bjork

Notary Public-State of Oregon



**SOURCEWELL
SEWER VACUUM,
HYDRO-EXCAVATION, AND
MUNICIPAL PUMPING EQUIPMENT
WITH RELATED ACCESSORIES AND
SUPPLIES**

**Proposals due 4:30 pm,
October 12, 2021**

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Aug. 25, 2021. 12029999

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 12029999
Client Reference No:

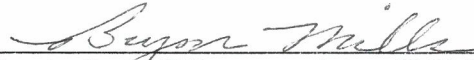
STATE OF OKLAHOMA, }
 COUNTY OF OKLAHOMA } SS.

Affidavit of Publication

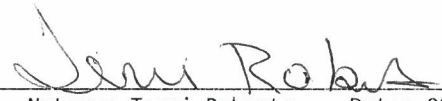
Bryan Miller, of lawful age, being first duly sworn, upon oath deposes and says that she/he is the Classified Legal Notice Admin, of GateHouse Media Oklahoma Holdings, Inc, a corporation, which is the publisher of *The Oklahoman* which is a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; that said newspaper has been continuously and uninterruptedly published in said county and state for a period of more than one hundred and four consecutive weeks next prior to the first publication of the notice attached hereto, and that said notice was published in the following issues of said newspaper, namely:

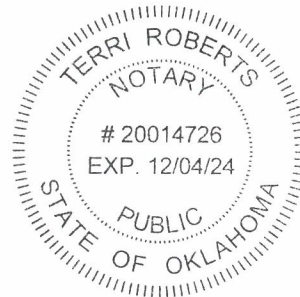
**SOURCEWELL
 103734**

<u>AdNumber</u>	<u>Publication</u>	<u>Page</u>	<u>Date</u>
0000655948-01	OC- The Oklahoman	B11	08/24/2021
0000655948-01	OC- The Oklahoman	B11	08/31/2021


 Agent: Bryan Miller Date: 08/31/2021

Subscribed and sworn to be me before this date : 08/31/2021


 Notary: Terri Roberts Date: 08/31/2021



Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>].

Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

OC-0000655948-01

EXHIBIT 3

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS

Order Number:
IPL0037776

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
COL - Legal Ads

Final Cost:
137.40

Payment Type:
Account Billed

User ID:
IPL0024154

PREVIEW FOR AD NUMBER IPL00377760**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

W00000000
Publication Dates

ACCOUNT INFORMATION

SOURCEWELL IP
PO BOX 219
STAPLES, MN 56479
218-894-1930
carol.jackson@sourcewell-mn.gov
SOURCEWELL

<< [Click here to print a printer friendly version](#) >>

TRANSACTION REPORT

Date
August 19, 2021 9:53:18 AM EDT

Amount:
137.40

SCHEDULE FOR AD NUMBER IPL00377760

August 24, 2021
The State (Columbia)

'Hard Knocks' features circus-like catches

Jori Epstein
USA TODAY

Wide receiver CeeDee Lamb relaxed at training camp with a sweet berry peony-scented candle, running back Ezekiel Elliott was thankful for a supply of baby powder and a couple of Cowboys who hail from Pennsylvania faced off in a chess match.

The second episode of HBO's "Hard Knocks: The Dallas Cowboys" docu-series aired last Tuesday, offering further insight into stars and fringe roster players, as well as coaching dynamic intricacies only known behind closed doors.

Sloppy practices? Head coach Mike McCarthy had publicly knocked his team for mental errors and missed assignments, but "Hard Knocks" displayed the attention to cadence as offensive coordinator Kellen Moore demanded all players stand, clapping on repeat, while rehearsing the snap. In an early scene, McCarthy emphasized to players during a meeting the importance of establishing a team personality rooted in physicality. Defensive line coach Aden Durde implored his position group: "We have to work on our mental toughness."

Here are USA TODAY Sports' top five highlights from Episode 2.

1. Circuslike catches demand center stage

Cowboys fans need not have tuned into "Hard Knocks" to discover highlight-reel catches from Lamb, the second-year star receiver. Those blanketed Cowboys Twitter from the first week of training camp. But the show did offer new jaw-dropping angles of Lamb's one-handed heroics, while audio captured by the NFL Films crew shed further light into how teammates perceive Lamb's consistent spectacles.

"That's an easy guy to throw a go ball to," quarterback Dak Prescott says. "See, he just walks underneath them."

Micah Parsons, Dallas' 2021 first-round pick, lauded the 2020 top selection as "nasty as (expletive)."

Owner Jerry Jones shared similar sentiments while video chatting with Hall of Fame receiver Michael Irvin during this week's episode.

"His strength is noticeable, his work he's done, he's added pounds," Jones said. "You can see just in the way he



CeeDee Lamb had 935 yards and 5 TDs receiving during his rookie season.

TIM HEITMAN/USA TODAY SPORTS

snatches the ball. This guy wants to go out and make the plays. We've just got to use it. We've got to have it in his hands."

2. Parsons' relentless regard of the game

For the second straight episode, Parsons aimed to fight for more preseason snaps. His 14 chances (20% of defensive snaps) against Arizona pleased him no more than his previous 11 (19%). On the sideline, the rookie doth protest.

"You said a quarter and a half," Parsons told senior defensive assistant George Edwards. "Coach, do you not remember what you told me?"

Parsons was credited with four tackles against the Cardinals in addition to a beyond-the-box-score instinctive stop that aided linebacker Keanu Neal's forced fumble and recovery. Neal goaded Parsons on the bench, further lighting the fire: "I hope your ass is done so you can get (expletive) mad."

Also featured: a scene in which Parsons, a games man who actually brought his own Connect Four board to Southern California training camp,

faces backup quarterback Ben DiNucci in a chess match. DiNucci ultimately won on account of what Parsons insisted was "one blunder." The Pennsylvania boys exchanged jabs. "Against a Pittsburgh guy, I've never been nervous," said Parsons, who grew up in Harrisburg. DiNucci's winning gloat: "I guess the western part of PA is better than the eastern part of PA, huh?"

3. Defensive line coach flashes accent, acumen

Aden Durde rejoined the Cowboys coaching staff for a second stint this off-season. But the smooth accent with which he coaches bag drills immediately gives away Durde's roots: He is British. As Durde coaches how best to attack with a strong outside arm, Jones offers a description reminiscent of the biblical scene when Isaac assesses whether he's speaking with his son Jacob or progeny Esau.

"That defensive line coach, I look at him and he looks like he's from Arkansas," Jones says of Durde from the sideline of practice. "I listen to him, and he

sounds like Winston Churchill."

Durde's accent generates laughter from defensive linemen, including end Tarell Basham, who commits to an impersonation during the episode. A reporter asks Durde whether he's familiar with "Ted Lasso," an American football coach tasked with coaching an English soccer team in the popular Apple TV show. Durde said he's not seen the show.

"But I've heard some people say that," Durde adds. "I know who he is now."

4. Highs, lows of bubble player's journey

Cowboys pass rusher Azur Kamara missed the 2020 season with an injury designation. The 22-year-old Ivory Coast native fled the civil war with his family as a kid, finding refuge first in Guinea before reaching the United States and settling in Arizona. Kamara, who played college football at Kansas, is shown in the episode making contact with DiNucci during team drills – an inexcusable error, worthy of a firm Durde rebuke afterward. But during the pre-season game against the Cardinals, in which Kamara's family attends, Kamara flashes with a would-be strip sack that was negated by a false start penalty. The play counts for naught, but the instinct drew props from teammates and coaches. Kamara's mom smiles so interminably his sister tells her mother her "face is gonna hurt."

5. Prescott makes progress

The Cowboys progress through this episode toward answering the biggest question of training camp: Prescott's health. The quarterback slowly returning from a latissimus strain in his throwing shoulder resumes throwing in individual drills. Like in Episode 1, restrictions do not please him.

"Enjoyed the work man," Prescott says after one session return, with a trace of bitterness. "I'm done; they pulled me. They pulled me."

"I'm on a pitch count. They called in the reliever."

Prescott explains in detail how he instead embraces mental reps, envisioning his targets and adjustments while supervising team drills.

In the meantime, backups aim to capitalize on opportunities.

Backstory behind Kool-Aid McKinstry endorsement

Blake Toppmeyer
USA TODAY NETWORK

Brenda Allen didn't consider endorsement deals when she nicknamed her baby grandson, Ga'Quincy McKinstry, Kool-Aid. She thought about his smile – a big grin that reminded her of the Kool-Aid Man.

McKinstry has plenty to smile about these days.

Alabama's highly touted freshman cornerback and the Kool-Aid drink announced an endorsement deal Wednesday, becoming the most obvious partnership to emerge since the NCAA began allowing college athletes to profit off their name, image and likeness on July 1.

In a full embrace of his nickname, McKinstry is listed as "Kool-Aid McKinstry" on Alabama's roster.

After seeing McKinstry's name recorded that way on the roster, the Kool-Aid brand thought: Oh yeah!

A partnership was born.

McKinstry might be at the head of a trend.

Years from now, perhaps we'll see all sorts of athletes on college rosters who are named after product brands in



Alabama defensive back Kool-Aid McKinstry participates in practice Aug. 7. KENT GIDLEY/CRIMSON TIDE PHOTOS

hopes of landing an endorsement.

"I think the NIL is going to make a lot of changes in the way people do a lot of things. I wouldn't doubt that moms and dads are going to start naming their kids Heinz Ketchup and Kraft Macaroni," joked Demarcus Thornton, McKinstry's friend who served as his representative to help secure the deal.

But there's more to like about McKinstry than his name.

A five-star recruit, McKinstry was the nation's No. 1-ranked cornerback in the 2021 recruiting class. He's expected to receive ample playing time during his first season within an Alabama defense that will rank among the nation's elite.

That means you can expect to hear Kool-Aid mentioned on a lot of television broadcasts this fall.

"He's better than people think on the field, and he's an even better person. He's just a fantastic kid," said Thornton, who played defensive back at West Alabama and met McKinstry a couple of years ago through a connection with NFL and former Alabama defensive back Dre Kirkpatrick.

And, importantly, Thornton said McKinstry drinks the product he's endorsing, guzzling Kool-Aid Pink Lemonade "like it's water."

"That's his favorite flavor," Thornton said.

Even McKinstry's given name, Ga'Quincy, lends itself to a slogan.

"Drink Kool-Aid. It'll Ga'Quench your thirst," said Thornton, a Gadsden, Alabama-based entrepreneur.

McKinstry appeared on "CBS This Morning" on Aug. 5 to discuss being

named the male athlete of the year by the USA TODAY High School Sports Awards after a standout senior season that culminated in Pinson Valley High School winning Alabama's Class 6A championship.

During that nationally televised interview, McKinstry was asked about the possibility of an endorsement deal with Kool-Aid.

McKinstry already had signed a contract with the brand by that time, Thornton said, but the deal hadn't been announced. McKinstry didn't let it slip.

"Hopefully that's something that can happen in the near future," McKinstry told CBS.

McKinstry and the drink kept the partnership under wraps until Wednesday. To announce the deal, the Kool-Aid Man, the drink's well-known mascot, swapped names with McKinstry on their Twitter and Instagram accounts for 24 hours.

McKinstry's name topped the Kool-Aid brand's account, while the Kool-Aid Man moniker shifted to McKinstry's personal account.

The switchover reversed to its natural order on Thursday.

MARKETPLACE TODAY

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

To view more Classified listings, visit: classifieds.usatoday.com

NOTICES	PERSONALS	BUSINESS	MARKETPLACE	TRAVEL
PUBLIC NOTICE Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov . Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2021, at 4:30pm Central Time, and late proposals will not be considered. Place your Public Notice in USA TODAY Marketplace! Call: 800-397-0070	BEAUTIFUL ASIAN WOMEN Desire friendship, romance! Free brochure. Since 1991. Send S.A.S.E to: P.I.C., BOX 4601-USA, Thousand Oaks CA 91359. 805-492-8040 www.pacisl.com Place your advertisement in USA TODAY Marketplace! To advertise, call: 800-397-0070	FINANCIAL Are you getting hit with high interest rates because of a low credit score? Improve it today! • FREE Consultation • FREE Credit Evaluation 800-852-4931 IMPROVE YOUR CREDIT SCORE	HEALTH/FITNESS ATTENTION If you've had Hernia Surgery and have experienced any COMPLICATIONS you may be entitled to SIGNIFICANT CASH COMPENSATION. CALL THE HERNIA MESH HELPLINE NOW AT 800-478-7176	CAMPGROUNDS Celebrate 2021 at Boulder Creek Lodge Montana "The Happiest Place in Montana" It is time to plan your 2021 Summer Vacation Think Montana Boulder Creek Lodge in beautiful southwest Montana is located between two mountain ranges that make up the Northern Rocky Mountains. Located 11 miles north of Philipsburg, Mt or midway between Glacier National Forest and Yellowstone. During your visit plan on fishing, sapphire mining, visiting ghost towns, and visiting a famous candy store. Destinations within a short drive of the resort: Philipsburg, Butte, Deer Lodge, Anaconda, Missoula, and Helena, Montana. Resort features: Cabins, Glamping Tips and Conestoga Wagon, RV Park, restaurant and free strong wifi. Boulder Creek Lodge Montana Call 406-859-3190 www.bouldercreeklodgemontana.com 4 Boulder Creek Road, Hall, Montana 59837

Opportunity Notice

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

Category: Goods

Potential vendors (bidders) may view the bid package here.

[View Bid Package](#)

Opportunity Information

Organization: Canoe Procurement Group of Canada
Organization Address:
Reference Number: AB-2021-05274
Solicitation Number: AB-2021-05274
Solicitation Type: Request for Proposal
Posting (MM/dd/yyyy): 08/24/2021
 11:30:00 AM Alberta Time
Closing (MM/dd/yyyy): 10/12/2021
 03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy): 08/24/2021
 11:20:49 AM Alberta Time
Agreement Type: NWPTA/TILMA & CFTA & CETA & TCA
Region of Opportunity: Open
Region of Delivery: Alberta
Opportunity Type: Open & Competitive
Commodity Codes:
 N4320G: Pumps, Sewage
 N4320GD: Pumps, Sewage, Centrifugal Wet Pit
 N4630AP: Sludge De-Watering Equipment
 N4310D: Pump, Vacuum
 N4630BG: Submersible Sewage Pumps
 N2320DFA: Truck, Liquid Waste Disposal, Diesel, to 27,499 GVWR
 N4630BF: Lift Stations
 N3825M: Trucks, Flusher
 N4310: Compressors and Vacuum Pumps
 N2320DFB: Truck, Liquid Waste Disposal, Diesel, 27,500 GVWR and Up
 N4630: Sewage Treatment Equipment
 N4320GC: Pumps, Sewage, Centrifugal Dry Pit
 N2320GF: Truck, Liquid Waste Disposal, Gasoline Powered
 N4630BH: Solids Pumps, Sewage Treatment Plant

Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package.

[View Interested Vendors \(Bidders\)](#)

Response Submission:

Only Proposals submitted through the Sourcewell Procurement Portal will be considered.

<https://proportal.sourcewell-mn.gov>

Proposals are due no later than October 12, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Response Contact:

Robinson, Chris
 Procurement Manager
 2510 Sparrow Drive
 Nisku, Alberta T9E 8N5
 Tel: 218-895-4168
 Email: rfp@sourcewell-mn.gov

View Details




Click [here](#) to return to the Sourcewell Procurement Portal home page.

Bid Details

<p>Bid Classification:</p> <p>Bid Type:</p> <p>Bid Number:</p> <p>Bid Name:</p> <p>Bid Status:</p> <p>Bid Closing Date:</p> <p>Question Deadline:</p> <p>Time-frame for delivery or the duration of the contract:</p> <p>Negotiation Type:</p> <p>Condition for Participation:</p> <p>Electronic Auctions:</p> <p>Language for Bid Submissions:</p> <p>Submission Type:</p> <p>Submission Address:</p> <p>Public Opening:</p> <p>Description:</p>	<p>Goods</p> <p>RFP - General</p> <p>RFP 101221</p> <p>Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies</p> <p>Open</p> <p>Tue Oct 12, 2021 4:30:00 PM (CDT)</p> <p>Tue Oct 5, 2021 4:30:00 PM (CDT)</p> <p>Refer to project document</p> <p>Refer to project document</p> <p>Refer to project document</p> <p>Not Applicable</p> <p>English unless specified in the bid document</p> <p>Online Submissions Only</p> <p>Online Submissions Only</p> <p>No</p> <p>Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
-----------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Categories:	Show Categories [+]
--------------------	-------------------------------------

 Submit a Question
 Download Bid Documents
 Simulate Submission

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time -	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Wednesday September 15, 2021 10:00 AM (CDT)	No	

Documents

File Name	Pages	
RFP_101221_Sewer_Vac_Hydro-Excavation_Pumps Friday August 20, 2021 11:10 AM	13	 Download
RFP_101221_Sewer_Vac_Hydro-Excavation_Pumps_Contract_Template Friday August 20, 2021 04:57 PM	18	 Download

Bid Type RFP
Bid Number 101221
Title Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies
Start Date Aug 24, 2021 9:17:54 AM CDT
End Date Oct 12, 2021 4:30:00 PM CDT
Agency Sourcewell
Bid Contact Chris Robinson
 (218) 895-4168
 rfp@sourcewell-mn.gov
 202 12th Street NE
 P.O. Box 219
 Staples, MN 56479-0219

Access Reports
 View reports on who has been notified of the bid or accessed it.
 [Notification report] [Access report]

Questions
 0 Questions
 0 Unanswered
 [View/Ask Questions]

Edit Bid
 [Create Addendum]

Description
 Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference
Date Sep 15, 2021 10:00:00 AM CDT
Location Online Conference
Notes Login information will be emailed two business days prior to the event.

Documents
 No Documents for this bid

View

Edit

Delete

Revisions

OPEN

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

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
September 15, 2021 at 10:00 am CDT

Proposals Due:
October 12, 2021 at 4:30 pm CDT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#) 

Bidding

- [Publish](#)
- [Bid Announcements](#)
- [Doc. Taker's List](#)

Publish /Verify Contents

Save as Template

Solicitation Setting

- Invite Bidders No
- Evaluate Response online No
- Internal Approval No
- Enable Collaboration with other Users No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	101221
Solicitation Name	Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies	Procurement Type	Goods
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name 101221 Sewer Vacuum

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$65,000,000.00
Publish Date	08/24/2021	Closing Date & Time	10/12/2021 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Construction

Water Treatment/ Plants Water Treatment Plants, Purification, Monitoring/ Equipment/ Supplies, Inspection, Maintenance, Water Measuring Devices, Dams, Water Quality, Water Treatment Services/supplies, etc



Solicitation Overview



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

101221

Closing Date: 10/12/2021 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Notice

Basic Information

Estimated Contract Value (CAD) \$65,000,000.00 (Not shown to suppliers)
Reference Number 0000207048
Issuing Organization Sourcewell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 101221
Title Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Acc
Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada
Purchase Type Duration:4 years
Description Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication 2021/08/24 09:28:53 AM EDT
Question Acceptance Deadline 2021/10/05 05:30:00 PM EDT
Questions are submitted online No
Bid Intent Not Available
Closing Date 2021/10/12 05:30:00 PM EDT

Prebid Conference 2021/09/15 11:00:00 AM EDT

Contact Information

Procurement Department
 218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended
Event date 2021/09/15 11:00:00 AM EDT
Location Online conference
Event Note Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Category (1)	
G	Goods Goods
N49	Maintenance And Repair Shop Equipment Maintenance And Repair Shop Equipment
N4940B	AUGER MACHINES, PIPE AND SEWER, POWER OPERATED AUGER MACHINES, PIPE AND SEWER, POWER OPERATED
MERX Category (1)	
G	Goods Goods
G19	Machinery and Tools Machinery and Tools
UNSPSC Categories (2)	
47000000	Cleaning Equipment and Supplies
47100000	Water and wastewater treatment supply and disposal
47101500	Water treatment and supply equipment
47101600	Water treatment consumables



Proposal Opening Record

Date of opening: October 12, 2021


Sourcewell posted Request for Proposal #101221, for the procurement of Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Tuesday, August 24, 2021, and the solicitation remained in an open status within the portal until October 12, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on October 12, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #101221 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Aries Industries, Inc. - Submitted 10/12/21 at 5:43:42 AM
Badger Daylighting, Limited Partnership by its General Partner Badger Infrastructure Solutions, Ltd. - Submitted 10/12/21 at 12:09:52 PM
CUES, Inc. - Submitted 10/08/21 at 1:32:58 PM
Deep Trekker - Submitted 10/12/21 at 2:16:40 PM
DuCo, LLC (Vac-Con, Inc.) - Submitted 10/01/21 at 11:10:04 AM
Elgin Sweeper Co. (Vactor Mfg, a Division of Federal Signal)- Submitted 10/11/21 at 2:51:07 PM
GapVax, Inc. - Submitted 10/12/21 at 2:06:26 PM
Garsite Progress, LLC - Submitted 10/07/21 at 12:08:54 PM
Gradall Industries, Inc. - Submitted 10/12/21 at 12:44:48 PM
Holland Pump Company - Submitted 10/12/21 at 4:29:51 PM
Hurco Technologies, Inc. - Submitted 10/12/21 at 3:31:00 PM
KAISER PREMIER, LLC - Submitted 10/12/21 at 3:35:41 PM
Park Pumps & Controls - Submitted 10/07/21 at 7:53:58 AM
Ring-O-Matic - Submitted 10/12/21 at 2:10:48 PM
Sewer Equipment Co. of America - Submitted 10/11/21 at 3:11:12 PM
Stetco Group, LLC - Submitted 10/04/21 at 4:56:44 PM
Super Products, LLC - Submitted 10/12/21 at 2:32:03 PM
Texas Underground, Inc. dba Pipehunter, Inc. - Submitted 10/12/21 at 9:11:43 AM
Thompson Pump and Manufacturing Company, Inc. - Submitted 10/12/21 at 4:10:44 PM
Visual Imaging Resources, LLC dba VIR Proteus - Submitted 10/12/21 at 9:01:56 AM
Wachs Utility Products (Illinois Tool Works) - Submitted 10/10/21 at 6:34:49 PM
WASTEWATER SOLUTIONS, LLC - Submitted 10/12/21 10:18:38 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on October 12, 2021, at 4:32:20 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:

74344AB8E2344E7...
Chris Robinson, CPSM, Procurement Manager

DocuSigned by:

6EE63AEDED5F46E...
Carol Jackson, Procurement Analyst



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

Possible Points		Aries Industries, Inc.	Badger Daylighting	CUES, Inc.	Deep Trekker	DuCo, LLC (Vac-Con, Inc.)	Elgin Sweeper Co. (Vactor Manufacturing, a Division of Federal Signal)	GapVax, Inc.	Garsite Progress, LLC	Gradall Industries, Inc.	Holland Pump Company	Hurco Technologies, Inc.
Conformance to RFP Requirements	50					44	42	43	39	42	41	39
Pricing	400					340	346	340	305	307	340	338
Financial Viability and Marketplace Success	75					66	64	64	54	66	56	60
Ability to Sell and Deliver Service	100					89	84	80	76	84	70	67
Marketing Plan	50					45	41	42	39	41	38	40
Value Added Attributes	75					67	63	67	54	59	61	56
Warranty	50					41	41	39	40	40	41	40
Depth and Breadth of Offered Equipment, Products, or Services	200					179	170	161	144	159	159	144
Total Points	1,000					871	851	836	751	798	806	784
Rank Order						1	3	4	14	8	6	11

Possible Points		Kaiser Premier, LLC	Park Pumps & Controls	Ring-O-Matic	Sewer Equipment Co. of America	Stetco Group, LLC	Super Products, LLC	Texas Underground, Inc. dba Pipehunter, Inc.	Thompson Pump and Manufacturing Company, Inc.	Visual Imaging Resources, LLC dba VIR Proteus	Wachs Utility Products (Illinois Tool Works)	WasteWater Solutions, LLC
Conformance to RFP Requirements	50	40	33	41	44	38	40	39	43		40	
Pricing	400	311	238	333	341	328	311	279	310		314	
Financial Viability and Marketplace Success	75	58	49	60	68	56	63	60	64		64	
Ability to Sell and Deliver Service	100	75	58	82	86	68	78	71	84		77	
Marketing Plan	50	41	24	40	44	40	40	39	42		36	
Value Added Attributes	75	55	48	61	69	53	59	53	68		61	
Warranty	50	40	37	40	41	39	40	40	40		38	
Depth and Breadth of Offered Equipment, Products, or Services	200	150	145	178	173	135	160	165	148		158	
Total Points	1,000	770	632	835	866	757	791	746	799		788	
Rank Order		12	16	5	2	13	9	15	7		10	

DocuSigned by:

 7DDCEFFD8B3D45D
 Greg Grunig, Procurement Lead Analyst

DocuSigned by:

 6EE63AEDEDSF48E
 Carol Jackson, Procurement Analyst

DocuSigned by:

 7F41572C858B4BA
 Craig West, Procurement Analyst

DocuSigned by:

 4513A60DCA01487...
 Nick Scholer, Procurement Analyst



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #101221
Entitled

**Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment
with Related Accessories and Supplies**

The following advertisement was placed August 24, 2021 in *USA Today*, in South Carolina's *The State*, in *The Oklahoman* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and August 25, 2021 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

AAA EQUIPMENT	LMT, Inc.
Accuworx, Inc.	Manufacturers Solutions Team
Alegna Technologies, Inc.	Melanite Group, Ltd.
Aries Industries, Inc.	Park Pumps & Controls
Axis Vac and Hdd Services, Ltd.	Regina Construction Association
Badger Daylighting, LP, by its GP Badger Infrastructure Solutions, Ltd.	Ring-O-Matic, Inc.
Bucher Municipal North America	Sewer Equipment Co. of America
Cordy Environmental, Inc.	Stepp Manufacturing Company, Inc.
CUES, Inc.	Stetco Group, LLC
Deep Trekker	Super Products LLC
DuCo, LLC (Vac-Con, Inc.)	Texas Underground, Inc. dba Pipehunter, Inc.

Sourcewell

Elgin Sweeper Co. (Vactor Manufacturing, a Division of Federal Signal)	The Blue Book Network
GapVax Inc.	Thompson Pump and Manufacturing Company, Inc.
Garsite Progress, LLC	Visual Imaging Resources, LLC dba VIR Proteus
GFL Environmental, Inc.	Wachs Utility Products
Gradall Industries, Inc.	WASTEWATER SOLUTIONS, LLC
Holland Pump Company	Westcan Vac Services, Inc.
Hotsy of Oklahoma	Westvac Industrial, Ltd.
Hurco Technologies, Inc.	Xylem, Inc.
KAISER PREMIER, LLC	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on October 12, 2021, at 4:32:20 pm CT. Proposals were received from the following:

Aries Industries, Inc.
 Badger Daylighting, LP, by its General Partner Badger Infrastructure Solutions, Ltd.
 CUES, Inc.
 Deep Trekker
 DuCo, LLC (Vac-Con, Inc.)
 Elgin Sweeper Co. (Vactor Manufacturing, a Division of Federal Signal)
 GapVax Inc.
 Garsite Progress, LLC
 Gradall Industries, Inc.
 Holland Pump Company
 Hurco Technologies, Inc.
 KAISER PREMIER, LLC
 Park Pumps & Controls
 Ring-O-Matic, Inc.
 Sewer Equipment Co. of America
 Stetco Group, LLC
 Super Products LLC
 Texas Underground, Inc., dba Pipehunter, Inc.
 Thompson Pump and Manufacturing Company, Inc.
 Visual Imaging Resources, LLC dba VIR Proteus
 Wachs Utility Products (Illinois Tool Works)
 WASTEWATER SOLUTIONS, LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, Procurement Lead Analyst
 Carol Jackson, Procurement Analyst
 Craig West, Procurement Analyst
 Nick Scholer, Procurement Analyst

Sourcewell

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from Aries Industries, Inc., Badger Daylighting, LP, CUES, Inc., Deep Trekker, Visual Imaging Resources, LLC, and WasteWater Solutions, LLC, fall outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

GapVax Inc. offers varying solutions including sewer vacuums, excavation equipment and jetter/rodders. Their ECO series operates at lower RPMs to reduce noise exposure for the operator. The GapVax dealer network and service centers will serve Sourcewell participating entities throughout the United States and Canada. They are providing sizeable discounts from MSRP on their products.

Gradall Industries, Inc., manufactures numerous sewer vacuum, excavator and jetter units. Their integrated electronic system allows the units to be more efficient and easier to control. Gradall's dealers are ready to serve Sourcewell participating entities throughout the United States and Canada. They are offering competitively discounted pricing in their proposal.

Holland Pump Company offers a strong selection of dewatering, mud, trash, and centrifugal pumps. Holland Pump will serve Sourcewell participating entities throughout the United States and Canada with their dealer service model. Their pricing proposal includes solid discounts on their equipment and products, with an available two-year limited warranty.

Ring-O-Matic, Inc., produces a wide range of hydro-excavation equipment, pumps, and jetter and rodders along with supplies, and replacement parts to enhance their equipment. Their coverage of the United States and Canada allows ready access to their equipment and services. Ring-O-Matic pricing reflects a considerable discount from MSRP for Sourcewell participating entities.

Sewer Equipment Co. of America manufactures a wide range of hydro-excavation equipment of various sizes. The HydroDrive system incorporates enhanced safety features, while also reducing noise pollution. The Sewer Equipment Co. of America dealer network offers sales and service across the United States and Canada. They are offering Sourcewell participating entities a range of percentage discounts from MSRP pricing.

Super Products LLC offers a large selection of sewer vacuums, hydro excavators, and jettors and rodders along with accessories. They offer eject unloading on some of their units which increases operator safety and mitigates the spillage of water during the unloading phase. Super Products has a dealer network and eight factory service centers to serve Sourcewell participating entities across the United States and Canada. They are offering solid discounts on their product lines.

Thompson Pump and Manufacturing Company, Inc., offers a substantial pump offering. Their dealer network covering the United States and Canada offers sales and service support to Sourcewell participating entities. Their self-priming pumps allow for the reduction of spills and conservation of fluids. They are providing sizeable discounts on their products and equipment.

Vac-Con, Inc., manufactures jet and vacuum machines in a variety of unit configurations and feature combinations, with a large catalog of supplies and accessories. Their Aeroboost fan both lowers noise emissions and reduces water requirements without affecting power output. The Vac-Con dealers are ready to serve

Sourcewell

Sourcewell participating entities throughout the United States and Canada. They are offering competitively discounted pricing by category or model.

Vactor Manufacturing offers a large selection of sewer cleaners, excavation units, and jetters of various sizes. Their dealer network covers the United States and Canada to provide sales and service support for Sourcewell participating entities. Certain equipment models feature a water-recycling feature allowing them to reduce water needs in the cleaning process. Vactor pricing reflects solid discounts from list pricing on equipment and competitive pricing for rental units.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #101221 to:

GapVax Inc.	#101221-GPV
Gradall Industries, Inc.	#101221-GRD
Holland Pump Company	#101221-HLD
Ring-O-Matic, Inc.	#101221-RGO
Sewer Equipment Co. of America	#101221-SCA
Super Products LLC	#101221-SPL
Thompson Pump and Manufacturing Company, Inc.	#101221-TPM
Vac-Con, Inc.	#101221-VAC
Vactor Manufacturing	#101221-VTR

The preceding recommendations were approved on November 18, 2021.

DocuSigned by:

Greg Grunig

7DDDCFEFD8B3D45D...

Greg Grunig, Procurement Lead Analyst

DocuSigned by:

Carol Jackson

6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst

DocuSigned by:

Craig West

7F41572C858B4BA...

Craig West, Procurement Analyst

DocuSigned by:

Nick Scholer

4513A60DCA01467...

Nick Scholer, Procurement Analyst

Sourcewell

STATEMENT OF COMPLIANCE

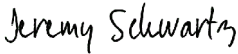
As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #101221 for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies.**

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:



C0FD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer



**SOURCEWELL
STATE OF MINNESOTA**

Member Zylka moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

Resolution No. 2021-16

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thomas
and the following voted in favor: (list names here)
Wilson, Zylka, Veronen, Thomas, Thiel, Kircher

and the following voted against: (list names here or “NONE”)
None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nager
CF62F09F8AFC4BB...
Clerk to the Board of Directors

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - July 2021**
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Tele-Therapy Services

Requesting Board permission to Re-Solicit the following categories:

Sewer Vacuum and Hydro-Excavation Trucks with Related Accessories

Street Sweepers with Related Accessories

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Ecopest, Inc.	042821-ECO	"Pest Management Services with Related Products"
Orkin, LLC	042821-ORK	"Pest Management Services with Related Products"
Icom America, Inc.	042021-ICM	"Public Safety Communications Technology and Hardware Solutions"
IP Access International	042021-IAC	"Public Safety Communications Technology and Hardware Solutions"
L3Harris Technologies, Inc.	042021-L3H	"Public Safety Communications Technology and Hardware Solutions"
Motorola Solutions, Inc.	042021-MOT	"Public Safety Communications Technology and Hardware Solutions"
PURVIS Systems, Incorporated	042021-PUR	"Public Safety Communications Technology and Hardware Solutions"
RadioMobile, Inc.	042021-RDO	"Public Safety Communications Technology and Hardware Solutions"
Westnet, Inc.	042021-WNT	"Public Safety Communications Technology and Hardware Solutions"
Zetron, Inc.	042021-ZET	"Public Safety Communications Technology and Hardware Solutions"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Hi-Lite Airfield Services, LLC	062817-HLA	"Airport Consumable Products with Related Supplies and Services"

NEW e2iQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work
Step 1 Enterprises, LLC	MD-R1-GC01-052621-S1E	State of Maryland - Region 1 - General Construction
F.H. Paschen	MD-R1-GC02-052621-FHP	State of Maryland - Region 1 - General Construction
Centennial Contractors Enterprises	MD-R1-GC03-052621-CCE	State of Maryland - Region 1 - General Construction
Johnson-Laux Construction	MD-R1-GC04-052621-JLC	State of Maryland - Region 1 - General Construction
Bethel Electric Construction Company of Maryland, LLC	MD-R1-E01-052621-BEC	State of Maryland - Region 1 - Electrical Construction
Skyline Roofing, Inc.	MD-R1-RW01-052621-SKY	State of Maryland - Region 1 - Roofing/Waterproofing Construction
Vigil Contracting, Inc.	MD-R2-GC01-052621-VGL	State of Maryland - Region 2 - General Construction
Keller Brothers, Inc.	MD-R2-GC02-052621-KBI	State of Maryland - Region 2 - General Construction
S-Works Construction Corporation	MD-R2-GC03-052621-SWC	State of Maryland - Region 2 - General Construction
The Matthews Group, Inc.	MD-R2-GC04-052621-TMG	State of Maryland - Region 2 - General Construction
Vigil Contracting, Inc.	MD-R2-HVAC01-052621-VGL	State of Maryland - Region 2 - HVAC/Mechanical Construction
Adrian L. Merton, Inc.	MD-R2-HVAC02-052621-ALM	State of Maryland - Region 2 - HVAC/Mechanical Construction
Bethel Electric Construction Company of Maryland, LLC	MD-R2-E01-052621-BEC	State of Maryland - Region 2 - Electrical Construction
Vigil Contracting, Inc.	MD-R2-E02-052621-VGL	State of Maryland - Region 2 - Electrical Construction
Skyline Roofing, Inc.	MD-R2-RW01-052621-SKY	State of Maryland - Region 2 - Roofing/Waterproofing Construction
Nichols Contracting, Inc.	MD-R3-GC01-052621-NIC	State of Maryland - Region 3 - General Construction
Centennial Contractors Enterprises	MD-R3-GC02-052621-CCE	State of Maryland - Region 3 - General Construction
Paige Industrial Services, Inc.	MD-R3-GC03-052621-PAI	State of Maryland - Region 3 - General Construction
Vigil Contracting, Inc.	MD-R3-GC04-052621-VGL	State of Maryland - Region 3 - General Construction
Vigil Contracting, Inc.	MD-R3-HVAC01-052621-VGL	State of Maryland - Region 3 - HVAC/Mechanical Construction
Adrian L. Merton, Inc.	MD-R3-HVAC02-052621-ALM	State of Maryland - Region 3 - HVAC/Mechanical Construction
Bethel Electric Construction Company of Maryland, LLC	MD-R3-E01-052621-BEC	State of Maryland - Region 3 - Electrical Construction
Paige Industrial Services, Inc.	MD-R3-E02-052621-PAI	State of Maryland - Region 3 - Electrical Construction
Skyline Roofing, Inc.	MD-R3-RW01-052621-SKY	State of Maryland - Region 3 - Roofing/Waterproofing Construction
Paige Industrial Services, Inc.	MD-R3-RW02-052621-PAI	State of Maryland - Region 3 - Roofing/Waterproofing Construction
Paige Industrial Services, Inc.	MD-R3-PAC01-052621-PAI	State of Maryland - Region 3 - Paving/Concrete/Asphalt Construction
Vigil Contracting, Inc.	MD-R4-GC01-052621-VGL	State of Maryland - Region 4 - General Construction

Centennial Contractors Enterprises	MD-R4-GC02-052621-CCE	State of Maryland - Region 4 - General Construction
Keller Brothers, Inc.	MD-R4-GC03-052621-KBI	State of Maryland - Region 4 - General Construction
S-Works Construction Corporation	MD-R4-GC04-052621-SWC	State of Maryland - Region 4 - General Construction
Vigil Contracting, Inc.	MD-R4-HVAC01-052621-VGL	State of Maryland - Region 4 - HVAC/Mechanical Construction
Adrian L. Merton, Inc.	MD-R4-HVAC02-052621-ALM	State of Maryland - Region 4 - HVAC/Mechanical Construction
Bethel Electric Construction Company of Maryland, LLC	MD-R4-E01-052621-BEC	State of Maryland - Region 4 - Electrical Construction
Vigil Contracting, Inc.	MD-R4-E02-052621-VGL	State of Maryland - Region 4 - Electrical Construction
Nichols Contracting, Inc.	MD-R5-GC01-052621-NIC	State of Maryland - Region 5 - General Construction
Vigil Contracting, Inc.	MD-R5-GC02-052621-VGL	State of Maryland - Region 5 - General Construction
Paige Industrial Services, Inc.	MD-R5-GC03-052621-PAI	State of Maryland - Region 5 - General Construction
Centennial Contractors Enterprises	MD-R5-GC04-052621-CCE	State of Maryland - Region 5 - General Construction
Vigil Contracting, Inc.	MD-R5-HVAC01-052621-VGL	State of Maryland - Region 5 - HVAC/Mechanical Construction
Adrian L. Merton, Inc.	MD-R5-HVAC02-052621-ALM	State of Maryland - Region 5 - HVAC/Mechanical Construction
Bethel Electric Construction Company of Maryland, LLC	MD-R5-E01-052621-BEC	State of Maryland - Region 5 - Electrical Construction
Vigil Contracting, Inc.	MD-R5-E02-052621-VGL	State of Maryland - Region 5 - Electrical Construction
Skyline Roofing, Inc.	MD-R5-RW01-052621-SKY	State of Maryland - Region 5 - Roofing/Waterproofing Construction
Paige Industrial Services, Inc.	MD-R5-RW02-052621-PAI	State of Maryland - Region 5 - Roofing/Waterproofing Construction
Paige Industrial Services, Inc.	MD-R5-PAC02-052621-PAI	State of Maryland - Region 5 - Paving/Concrete/Asphalt Construction
Vigil Contracting, Inc.	MD-R6-GC01-052621-VGL	State of Maryland - Region 6 - General Construction
Keller Brothers, Inc.	MD-R6-GC02-052621-KBI	State of Maryland - Region 6 - General Construction
Paige Industrial Services, Inc.	MD-R6-GC03-052621-PAI	State of Maryland - Region 6 - General Construction
Centennial Contractors Enterprises	MD-R6-GC04-052621-CCE	State of Maryland - Region 6 - General Construction
Vigil Contracting, Inc.	MD-R6-HVAC01-052621-VGL	State of Maryland - Region 6 - HVAC/Mechanical Construction
Paige Industrial Services, Inc.	MD-R6-HVAC02-052621-PAI	State of Maryland - Region 6 - HVAC/Mechanical Construction
Bethel Electric Construction Company of Maryland, LLC	MD-R6-E01-052621-BEC	State of Maryland - Region 6 - Electrical Construction
Vigil Contracting, Inc.	MD-R6-E02-052621-VGL	State of Maryland - Region 6 - Electrical Construction
Paige Industrial Services, Inc.	MD-R6-RW02-052621-PAI	State of Maryland - Region 6 - Roofing/Waterproofing Construction
Paige Industrial Services, Inc.	MD-R6-PAC02-052621-PAI	State of Maryland - Region 6 - Paving/Concrete/Asphalt Construction

eziQC RENEWALS

Company Name	Contract Number	
I.B. Abel, Inc.	MD-WMA-E01-042419-IBA	
FHP Tectonics Corp.	MD-WMA-GC01-042419-FTC	
Hite Roofing	MD-WMA-R02-042419-HAS	
The Matthews Group	MD-WMA-GC02-042419-TMG	
Carl Belt, Inc.	MD-WMA-GC03-042419-CBI	
S & S Electric Co	MD-WMA-E02-042419-SSE	
F.H. Paschen, S.N. Nielsen & Associates, LLC	MI-DET-GC-B-050118-FHP	
Marshall Contracting Services	MI-LAN-C-A-050118-MCS	
Marshall Contracting Services	MI-LAN-WSUI-A-050118-MCS	
Allied Building Service Company of Detroit, Inc.	MI-LAN-E-A-050118-ABS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	MI-GRP-GC-B-050118-FHP	
Allied Building Service Company of Detroit, Inc.	MI-LAN-GC-C-050118-ABS	
Allied Building Service Company of Detroit, Inc.	MI-DET-HVAC-A-050118-ABS	
Allied Building Service Company of Detroit, Inc.	MI-DET-GC-C-050118-ABS	
Allied Building Service Company of Detroit, Inc.	MI-DET-E-A-050118-ABS	
Marshall Contracting Services	MI-DET-GC-A-050118-MCS	
Allied Building Service Company of Detroit, Inc.	MI-LAN-HVAC-A-050118-ABS	
Marshall Contracting Services	MI-DET-WSUI-A-050118-MCS	
Marshall Contracting Services	MI-DET-DEM-A-050118-MCS	
Bloom Roofing Systems, Inc.	MI-LAN-R-A-050118-BRS	
Marshall Contracting Services	MI-DET-C-A-050118-MCS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	MI-LAN-GC-A-050118-FHP	
Allied Building Service Company of Detroit, Inc.	MI-GRP-GC-C-050118-ABS	
Bloom Roofing Systems, Inc.	MI-GRP-R-A-050118-BRS	
Marshall Contracting Services	MI-LAN-GC-B-050118-MCS	

Allied Building Service Company of Detroit, Inc.	MI-GRP-E-A-050118-ABS	
Allied Building Service Company of Detroit, Inc.	MI-GRP-HVAC-A-050118-ABS	
Bloom Roofing Systems, Inc.	MI-DET-R-A-050118-BRS	
PEL Construction LLC	MI-GRP-GC-A-050118-PGC	
Wesfield Construction Co. Inc.	NH-GMVR-GC-A-061218-WCC	
Jordy & Company	CO-GC02-050219-JOR	
Happel & Associates, Inc.	CO-GC01-050219-HAI	
Triton Services, Inc.	KY-NC-HVAC01-062420-TRS	
The Lusk Group	KY-NC-GC05-062420-LMC	
The Lusk Group	KY-E-GC03-062420-LMC	
Triton Services, Inc.	KY-NC-GC01-062420-TRS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-NC-GC04-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-W-GC02-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-E-GC02-062420-FHP	
Tecta America Corp	KY-NC-RW02-062420-TEA	
Tecta America Corp	KY-E-RW02-062420-TEA	
The Lusk Group	KY-NC-RW01-062420-LMC	
The Lusk Group	KY-W-GC03-062420-LMC	
The Lusk Group	KY-E-HVAC01-062420-LMC	
The Lusk Group	KY-E-E02-062420-LMC	
Place Services, Inc.	KY-W-E01-062420-PLS	
Place Services, Inc.	KY-W-GC01-062420-PLS	
Place Services, Inc.	KY-E-E01-062420-PLS	
The Lusk Group	KY-W-HVAC01-062420-LMC	
The Lusk Group	KY-NC-E02-062420-LMC	
The Lusk Group	KY-W-RW01-062420-LMC	
Calhoun Construction Services	KY-NC-GC02-062420-CAC	
The Lusk Group	KY-W-E02-062420-LMC	
Tecta America Corp	KY-W-RW02-062420-TEA	
Place Services, Inc.	KY-NC-GC03-062420-PLS	
Place Services, Inc.	KY-NC-E01-062420-PLS	
Place Services, Inc.	KY-E-GC01-062420-PLS	
The Lusk Group	KY-E-RW01-062420-LMC	
The Lusk Group	KY-NC-HVAC02-062420-LMC	
ACCO Engineered Systems, Inc.	CA-REN-CIR-M01-062718-AES	
Enterprise Electric Datacom	CA-CR-E01-062718-EED	
Express Energy Services, Inc.	CAREN-SIR-GL01-062718-EES	
ACCO Engineered Systems, Inc.	CA-REN-SIR-M01-062718-AES	
Horizons Construction Co. Int'l, Inc	CA-CR-GB01-062718-HCC	
Vincor Construction, Inc.	CA-CR-GB02-062718-VCI	
ACCO Engineered Systems, Inc.	CA-CR-M01-062718-AES	
Express Energy Services, Inc.	CAREN-SCR-GL01-062718-EES	
ACCO Engineered Systems, Inc.	CA-REN-SCR-M01-062718-AES	
Brown & Root	MO01A-071117-BRI	
Vazquez Commercial Contracting, LLC	MO01B-071117-VCC	
The Wilson Group	MO01C-071117-TWG	
Reasbeck Construction, Inc.	MO02A-071117-RCI	
Brown & Root	MO02B-071117-BRI	
The Wilson Group	MO02C-071117-TWG	
Brown & Root	MO03B-071117-BRI	
Vazquez Commercial Contracting, LLC	MO03C-071117-VCC	
ezIQC CONTRACT EXTENSIONS		
Company Name	Contract Number	

**SOURCEWELL
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

12/21/2021

Resolution No. 2021-29

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thomas

and the following voted in favor: (list names here)
Wilson, Zylka, Thomas, Thiel, Arts, Kircher

and the following voted against: (list names here or "NONE")
None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
CF62F09F8AFC4BB...

Clerk to the Board of Directors

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - December 2021**

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:
Requesting Board permission to Re-Solicit the following categories:	
Athletic Surfaces with Installation, and Related Equipment, Materials, and Services	
Artificial Turf, Tracks with Installation, and Related Equipment, Materials, and Supplies	

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
ASH North America, Inc.	093021-AEB	"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"
Bucher Municipal North America	093021-BUC	"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"
Curbtender, Inc.	093021-CRB	"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"
Elgin Sweeper Company	093021-ELG	"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"
Exprolink, Inc.	093021-EXP	"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"
FAYAT Environmental Solutions Americas	093021-FAY	"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"
Global Environmental Products, Inc.	093021-GEP	"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"
Schwarze Industries, Inc.	093021-SWZ	"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"
GapVax, Inc.	101221-GPV	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"
Gradall Industries, Inc.	101221-GRD	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"
Holland Pump Company	101221-HLD	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"
Ring-O-Matic, Inc.	101221-RGO	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"
Sewer Equipment Company of America	101221-SCA	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"
Super Products, LLC	101221-SPL	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"
Thompson Pump and Manufacturing Company	101221-TPM	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"
Vac-Con, Inc.	101221-VAC	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"
Vactor Manufacturing	101221-VTR	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title

NEW eziQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work
Jewel of the South, Inc.	FL-R1-GC01-111821-JOS	Region 1 - Northwest Florida -General Construction
F.H. Paschen	FL-R1-GC02-111821-FHP	Region 1 - Northwest Florida -General Construction
Place Services, Inc.	FL-R1-GC03-111821-PLA	Region 1 - Northwest Florida -General Construction
JOC Construction, LLC	FL-R1-GC04-111821-LRI	Region 1 - Northwest Florida -General Construction
Nichols Contracting, Inc.	FL-R1-GC05-111821-NIC	Region 1 - Northwest Florida -General Construction
Johnson-Laux Construction	FL-R1-GC06-111821-JLC	Region 1 - Northwest Florida -General Construction
Advanced Roofing, Inc.	FL-R1-GC07-111821-ADR	Region 1 - Northwest Florida -General Construction

RAM Construction & Development, LLC	FL-R1-GC08-111821-RAM	Region 1 - Northwest Florida - General Construction
Millers Plumbing & Mechanical, Inc.	FL-R1-HVAC01-111821-MPM	Region 1 - Northwest Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R1-HVAC02-111821-ADR	Region 1 - Northwest Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL-R1-HVAC03-111821-MSF	Region 1 - Northwest Florida - HVAC/Mechanical
Nichols Contracting, Inc.	FL-R1-E01-111821-NIC	Region 1 - Northwest Florida - Electrical
Advanced Roofing, Inc.	FL-R1-E02-111821-ADR	Region 1 - Northwest Florida - Electrical
Advanced Roofing, Inc.	FL-R1-RW01-111821-ADR	Region 1 - Northwest Florida - Roofing/Waterproofing
Astra Construction Services, LLC	FL-R1-PAC01-111821-ACS	Region 1 - Northwest Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R1-PAC02-111821-DMS	Region 1 - Northwest Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R1-CC01-111821-DMS	Region 1 - Northwest Florida - Civil Construction
Astra Construction Services, LLC	FL-R1-CC02-111821-ACS	Region 1 - Northwest Florida - Civil Construction
Amici Engineering Contractors	FL-R1-CC03-111821-AME	Region 1 - Northwest Florida - Civil Construction
Jewel of the South, Inc.	FL-R2-GC01-111821-JOS	Region 2 - North Central West Florida - General Construction
F.H. Paschen	FL-R2-GC02-111821-FHP	Region 2 - North Central West Florida - General Construction
Place Services, Inc.	FL-R2-GC03-111821-PLA	Region 2 - North Central West Florida - General Construction
JOC Construction, LLC	FL-R2-GC04-111821-LRI	Region 2 - North Central West Florida - General Construction
Advanced Roofing, Inc.	FL-R2-GC05-111821-ADR	Region 2 - North Central West Florida - General Construction
Johnson-Laux Construction	FL-R2-GC06-111821-JLC	Region 2 - North Central West Florida - General Construction
RAM Construction & Development, LLC	FL-R2-GC07-111821-RAM	Region 2 - North Central West Florida - General Construction
HCR Construction, Inc.	FL-R2-GC08-111821-HCR	Region 2 - North Central West Florida - General Construction
Millers Plumbing & Mechanical, Inc.	FL- R2-HVAC01-111821-MPM	Region 2 - North Central West Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL- R2-HVAC02-111821-ADR	Region 2 - North Central West Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL- R2-HVAC03-111821-MSF	Region 2 - North Central West Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R2-E01-111821-ADR	Region 2 - North Central West Florida - Electrical
Integrated Fire & Security Solutions, Inc.	FL-R2-E02-111821-IFS	Region 2 - North Central West Florida - Electrical
Advanced Roofing, Inc.	FL-R2-RW01-111821-ADR	Region 2 - North Central West Florida - Roofing/Waterproofing
Amici Engineering Contractors	FL-R2-PAC03-111821-AME	Region 2 - North Central West Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R2-PAC02-111821-ACS	Region 2 - North Central West Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R2-PAC03-111821-DMS	Region 2 - North Central West Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R2-CC01-111821-DMS	Region 2 - North Central West Florida - Civil Construction
Astra Construction Services, LLC	FL-R2-CC02-111821-ACS	Region 2 - North Central West Florida - Civil Construction
Amici Engineering Contractors	FL-R2-CC03-111821-AME	Region 2 - North Central West Florida - Civil Construction
Jewel of the South, Inc.	FL-R3-GC01-111821-JOS	Region 3 - North Central East Florida - General Construction
F.H. Paschen	FL-R3-GC02-111821-FHP	Region 3 - North Central East Florida - General Construction
Place Services, Inc.	FL-R3-GC03-111821-PLA	Region 3 - North Central East Florida - General Construction
JOC Construction, LLC	FL-R3-GC04-111821-LRI	Region 3 - North Central East Florida - General Construction
Advanced Roofing, Inc.	FL-R3-GC05-111821-ADR	Region 3 - North Central East Florida - General Construction
Johnson-Laux Construction	FL-R3-GC06-111821-JLC	Region 3 - North Central East Florida - General Construction
RAM Construction & Development, LLC	FL-R3-GC07-111821-RAM	Region 3 - North Central East Florida - General Construction
HCR Construction, Inc.	FL-R3-GC08-111821-HCR	Region 3 - North Central East Florida - General Construction
Millers Plumbing & Mechanical, Inc.	FL- R3-HVAC01-111821-MPM	Region 3 - North Central East Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL- R3-HVAC02-111821-ADR	Region 3 - North Central East Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL- R3-HVAC03-111821-MSF	Region 3 - North Central East Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R3-E01-111821-ADR	Region 3 - North Central East Florida - Electrical
Advanced Roofing, Inc.	FL-R3-RW02-111821-ADR	Region 3 - North Central East Florida - Roofing/Waterproofing
Astra Construction Services, LLC	FL-R3-PAC01-111821-ACS	Region 3 - North Central East Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R3-PAC02-111821-DMS	Region 3 - North Central East Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R3-PAC03-111821-AME	Region 3 - North Central East Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R3-CC01-111821-DMS	Region 3 - North Central East Florida - Civil Construction
Astra Construction Services, LLC	FL-R3-CC02-111821-ACS	Region 3 - North Central East Florida - Civil Construction
Amici Engineering Contractors	FL-R3-CC03-111821-AME	Region 3 - North Central East Florida - Civil Construction
Jewel of the South, Inc.	FL-R4-GC01-111821-JOS	Region 4 - Northeast Florida - General Construction
F.H. Paschen	FL-R4-GC02-111821-FHP	Region 4 - Northeast Florida - General Construction
Place Services, Inc.	FL-R4-GC03-111821-PLA	Region 4 - Northeast Florida - General Construction
JOC Construction, LLC	FL-R4-GC04-111821-LRI	Region 4 - Northeast Florida - General Construction
Advanced Roofing, Inc.	FL-R4-GC05-111821-ADR	Region 4 - Northeast Florida - General Construction
Nichols Contracting, Inc.	FL-R4-GC06-111821-NIC	Region 4 - Northeast Florida - General Construction
Johnson-Laux Construction	FL-R4-GC07-111821-JLC	Region 4 - Northeast Florida - General Construction
David Mancini & Sons, Inc.	FL-R4-GC08-111821-DMS	Region 4 - Northeast Florida - General Construction
HCR Construction, Inc.	FL-R4-GC09-111821-HCR	Region 4 - Northeast Florida - General Construction
Astra Construction Services, LLC	FL-R4-GC10-111821-ACS	Region 4 - Northeast Florida - General Construction
Millers Plumbing & Mechanical, Inc.	FL- R4-HVAC01-111821-MPM	Region 4 - Northeast Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL- R4-HVAC02-111821-ADR	Region 4 - Northeast Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL- R4-HVAC03-111821-MSF	Region 4 - Northeast Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R4-E01-111821-ADR	Region 4 - Northeast Florida - Electrical

Nichols Contracting, Inc.	FL-R4-E02-111821-NIC	Region 4 - Northeast Florida - Electrical
Advanced Roofing, Inc.	FL-R4-RW01-111821-ADR	Region 4 - Northeast Florida - Roofing/Waterproofing
Amici Engineering Contractors	FL-R4-PAC01-111821-AME	Region 4 - Northeast Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R4-PAC02-111821-ACS	Region 4 - Northeast Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R4-PAC03-111821-DMS	Region 4 - Northeast Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R4-CC01-111821-AME	Region 4 - Northeast Florida - Civil Construction
David Mancini & Sons, Inc.	FL-R4-CC02-111821-DMS	Region 4 - Northeast Florida - Civil Construction
Astra Construction Services, LLC	FL-R4-CC03-111821-ACS	Region 4 - Northeast Florida - Civil Construction
Jewel of the South, Inc.	FL-R5-GC01-111821-JOS	Region 5 - Central West Florida - General Construction
F.H. Paschen	FL-R5-GC02-111821-FHP	Region 5 - Central West Florida - General Construction
Place Services, Inc.	FL-R5-GC03-111821-PLA	Region 5 - Central West Florida - General Construction
JOC Construction, LLC	FL-R5-GC04-111821-LRI	Region 5 - Central West Florida - General Construction
Advanced Roofing, Inc.	FL-R5-GC05-111821-ADR	Region 5 - Central West Florida - General Construction
Nichols Contracting, Inc.	FL-R5-GC06-111821-NIC	Region 5 - Central West Florida - General Construction
Johnson-Laux Construction	FL-R5-GC07-111821-JLC	Region 5 - Central West Florida - General Construction
David Mancini & Sons, Inc.	FL-R5-GC08-111821-DMS	Region 5 - Central West Florida - General Construction
Millers Plumbing & Mechanical, Inc.	FL-R5-HVAC01-111821-MPM	Region 5 - Central West Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R5-HVAC02-111821-ADR	Region 5 - Central West Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL-R5-HVAC03-111821-MSF	Region 5 - Central West Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R5-E01-111821-ADR	Region 5 - Central West Florida - Electrical
Nichols Contracting Inc	FL-R5-E02-111821-NIC	Region 5 - Central West Florida - Electrical
Advanced Roofing, Inc.	FL-R5-RW01-111821-ADR	Region 5 - Central West Florida - Roofing/Waterproofing
David Mancini & Sons, Inc.	FL-R5-PAC01-111821-DMS	Region 5 - Central West Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R5-PAC02-111821-ACS	Region 5 - Central West Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R5-PAC03-111821-AME	Region 5 - Central West Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R5-CC01-111821-DMS	Region 5 - Central West Florida - Civil Construction
Astra Construction Services, LLC	FL-R5-CC02-111821-ACS	Region 5 - Central West Florida - Civil Construction
Amici Engineering Contractors	FL-R5-CC03-111821-AME	Region 5 - Central West Florida - Civil Construction
Jewel of the South, Inc.	FL-R6-GC01-111821-JOS	Region 6 - Central Florida - General Construction
F.H. Paschen	FL-R6-GC02-111821-FHP	Region 6 - Central Florida - General Construction
Shiff Construction & Development, Inc.	FL-R6-GC03-111821-SCD	Region 6 - Central Florida - General Construction
Advanced Roofing, Inc.	FL-R6-GC04-111821-ADR	Region 6 - Central Florida - General Construction
JOC Construction, LLC	FL-R6-GC05-111821-LRI	Region 6 - Central Florida - General Construction
Place Services, Inc.	FL-R6-GC06-111821-PLA	Region 6 - Central Florida - General Construction
Centennial Contractors Enterprises	FL-R6-GC07-111821-CCE	Region 6 - Central Florida - General Construction
Ovation Construction Company	FL-R6-GC08-111821-OCC	Region 6 - Central Florida - General Construction
Hall Mechanical and Air Conditioning LLC	FL- R6-HVAC01-111821-HMA	Region 6 - Central Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL- R6-HVAC02-111821-ADR	Region 6 - Central Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL- R6-HVAC03-111821-MSF	Region 6 - Central Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R6-E01-111821-ADR	Region 6 - Central Florida - Electrical
Nichols Contracting, Inc.	FL-R6-E02-111821-NIC	Region 6 - Central Florida - Electrical
Integrated Fire & Security Solutions, Inc.	FL-R6-E03-111821-IFS	Region 6 - Central Florida - Electrical
Advanced Roofing, Inc.	FL-R6-RW01-111821-ADR	Region 6 - Central Florida - Roofing/Waterproofing
David Mancini & Sons, Inc.	FL-R6-PAC01-111821-DMS	Region 6 - Central Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R6-PAC02-111821-ACS	Region 6 - Central Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R6-PAC03-111821-AME	Region 6 - Central Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R6-CC01-111821-DMS	Region 6 - Central Florida - Civil Construction
Astra Construction Services, LLC	FL-R6-CC02-111821-ACS	Region 6 - Central Florida - Civil Construction
Amici Engineering Contractors	FL-R6-CC03-111821-AME	Region 6 - Central Florida - Civil Construction
Jewel of the South, Inc.	FL-R7-GC01-111821-JOS	Region 7 - Central East Florida - General Construction
F.H. Paschen	FL-R7-GC02-111821-FHP	Region 7 - Central East Florida - General Construction
Shiff Construction & Development, Inc.	FL-R7-GC03-111821-SCD	Region 7 - Central East Florida - General Construction
Advanced Roofing, Inc.	FL-R7-GC04-111821-ADR	Region 7 - Central East Florida - General Construction
JOC Construction, LLC	FL-R7-GC05-111821-LRI	Region 7 - Central East Florida - General Construction
Place Services, Inc.	FL-R7-GC06-111821-PLA	Region 7 - Central East Florida - General Construction
Nichols Contracting, Inc.	FL-R7-GC07-111821-NIC	Region 7 - Central East Florida - General Construction
Amici Engineering Contractors	FL-R7-GC08-111821-AME	Region 7 - Central East Florida - General Construction
Hall Mechanical and Air Conditioning, LLC	FL- R7-HVAC01-111821-HMA	Region 7 - Central East Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL- R7-HVAC02-111821-ADR	Region 7 - Central East Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL- R7-HVAC03-111821-MSF	Region 7 - Central East Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R7-E01-111821-ADR	Region 7 - Central East Florida - Electrical
Nichols Contracting, Inc.	FL-R7-E02-111821-NIC	Region 7 - Central East Florida - Electrical
Integrated Fire & Security Solutions, Inc.	FL-R7-E03-111821-IFS	Region 7 - Central East Florida - Electrical
Advanced Roofing, Inc.	FL-R7-RW01-111821-ADR	Region 7 - Central East Florida - Roofing/Waterproofing
David Mancini & Sons, Inc.	FL-R7-PAC01-111821-DMS	Region 7 - Central East Florida - Paving/Asphalt/Concrete

Astra Construction Services, LLC	FL-R7-PAC02-111821-ACS	Region 7 - Central East Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R7-PAC03-111821-AME	Region 7 - Central East Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R7-CC01-111821-DMS	Region 7 - Central East Florida - Civil Construction
Astra Construction Services, LLC	FL-R7-CC02-111821-ACS	Region 7 - Central East Florida - Civil Construction
Amici Engineering Contractors	FL-R7-CC03-111821-AME	Region 7 - Central East Florida - Civil Construction
Harbour Construction, Inc.	FL-R8-GC01-111821-HBC	Region 8 - North Suncoast Florida - General Construction
Jewel of the South, Inc.	FL-R8-GC02-111821-JOC	Region 8 - North Suncoast Florida - General Construction
F.H. Paschen	FL-R8-GC03-111821-FHP	Region 8 - North Suncoast Florida - General Construction
Shiff Construction & Development, Inc.	FL-R8-GC04-111821-SCD	Region 8 - North Suncoast Florida - General Construction
David Mancini & Sons, Inc.	FL-R8-GC05-111821-DMS	Region 8 - North Suncoast Florida - General Construction
Advanced Roofing, Inc.	FL-R8-GC06-111821-ADR	Region 8 - North Suncoast Florida - General Construction
Centennial Contractors Enterprises	FL-R8-GC07-111821-CCE	Region 8 - North Suncoast Florida - General Construction
JOC Construction, LLC	FL-R8-GC08-111821-LRI	Region 8 - North Suncoast Florida - General Construction
Place Services, Inc.	FL-R8-GC09-111821-PLA	Region 8 - North Suncoast Florida - General Construction
Nichols Contracting, Inc.	FL-R8-GC10-111821-NIC	Region 8 - North Suncoast Florida - General Construction
Hall Mechanical and Air Conditioning, LLC	FL-R8-HVAC01-111821-HMA	Region 8 - North Suncoast Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R8-HVAC02-111821-ADR	Region 8 - North Suncoast Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL-R8-HVAC03-111821-MSF	Region 8 - North Suncoast Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R8-E01-11182-ADR	Region 8 - North Suncoast Florida - Electrical
Nichols Contracting, Inc.	FL-R8-E02-111821-NIC	Region 8 - North Suncoast Florida - Electrical
Integrated Fire & Security Solutions, Inc.	FL-R8-E03-111821-IFS	Region 8 - North Suncoast Florida - Electrical
Advanced Roofing, Inc.	FL-R8-RW01-111821-ADR	Region 8 - North Suncoast Florida - Roofing/Waterproofing
David Mancini & Sons, Inc.	FL-R8-PAC01-111821-DMS	Region 8 - North Suncoast Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R8-PAC02-111821-ACS	Region 8 - North Suncoast Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R8-PAC04-111821-AME	Region 8 - North Suncoast Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R8-CC01-111821-DMS	Region 8 - North Suncoast Florida - Civil Construction
Astra Construction Services, LLC	FL-R8-CC02-111821-ACS	Region 8 - North Suncoast Florida - Civil Construction
McKenzie Contracting, LLC	FL-R8-CC03-111821-MCL	Region 8 - North Suncoast Florida - Civil Construction
Amici Engineering Contractors	FL-R8-CC04-111821-AME	Region 8 - North Suncoast Florida - Civil Construction
Shiff Construction & Development, Inc.	FL-R9-GC01-111821-SCD	Region 9 - South Suncoast Florida - General Construction
Jewel of the South, Inc.	FL-R9-GC02-111821-JOS	Region 9 - South Suncoast Florida - General Construction
F.H. Paschen	FL-R9-GC03-111821-FHP	Region 9 - South Suncoast Florida - General Construction
David Mancini & Sons, Inc.	FL-R9-GC04-111821-DMS	Region 9 - South Suncoast Florida - General Construction
Advanced Roofing, Inc.	FL-R9-GC05-111821-ADR	Region 9 - South Suncoast Florida - General Construction
Place Services, Inc.	FL-R9-GC06-111821-PLA	Region 9 - South Suncoast Florida - General Construction
JOC Construction, LLC	FL-R9-GC07-111821-LRI	Region 9 - South Suncoast Florida - General Construction
Centennial Contractors Enterprises	FL-R9-GC08-111821-CCE	Region 9 - South Suncoast Florida - General Construction
Hall Mechanical and Air Conditioning, LLC	FL-R9-HVAC01-111821-HMA	Region 9 - South Suncoast Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R9-HVAC02-111821-ADR	Region 9 - South Suncoast Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL-R9-HVAC03-111821-MSF	Region 9 - South Suncoast Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R9-E01-111821-ADR	Region 9 - South Suncoast Florida - Electrical
Nichols Contracting, Inc.	FL-R9-E02-111821-NIC	Region 9 - South Suncoast Florida - Electrical
Integrated Fire & Security Solutions, Inc.	FL-R9-E03-111821-IFS	Region 9 - South Suncoast Florida - Electrical
Advanced Roofing, Inc.	FL-R9-RW01-111821-ADR	Region 9 - South Suncoast Florida - Roofing/Waterproofing
Salomon Construction & Roofing	FL-R9-RW02-111821-SCR	Region 9 - South Suncoast Florida - Roofing/Waterproofing
David Mancini & Sons, Inc.	FL-R9-PAC01-111821-DMS	Region 9 - South Suncoast Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R9-PAC02-111821-ACS	Region 9 - South Suncoast Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R9-PAC03-111821-AME	Region 9 - South Suncoast Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R9-CC01-111821-DMS	Region 9 - South Suncoast Florida - Civil Construction
Astra Construction Services, LLC	FL-R9-CC02-111821-ACS	Region 9 - South Suncoast Florida - Civil Construction
Amici Engineering Contractors	FL-R9-CC03-111821-AME	Region 9 - South Suncoast Florida - Civil Construction
Harbour Construction, Inc.	FL-R10-GC01-111821-HBC	Region 10 - Southern Florida - General Construction
Shiff Construction & Development, Inc.	FL-R10-GC02-111821-SCD	Region 10 - Southern Florida - General Construction
Team Contracting, Inc.	FL-R10-GC03-111821-TCI	Region 10 - Southern Florida - General Construction
David Mancini & Sons, Inc.	FL-R10-GC04-111821-DMS	Region 10 - Southern Florida - General Construction
Advanced Roofing, Inc.	FL-R10-GC05-111821-ADR	Region 10 - Southern Florida - General Construction
Jewel of the South, Inc.	FL-R10-GC06-111821-JOS	Region 10 - Southern Florida - General Construction
F.H. Paschen	FL-R10-GC07-111821-FHP	Region 10 - Southern Florida - General Construction
Place Services, Inc.	FL-R10-GC08-111821-PLA	Region 10 - Southern Florida - General Construction
Nichols Contracting, Inc.	FL-R10-GC09-111821-NIC	Region 10 - Southern Florida - General Construction
Amici Engineering Contractors	FL-R10-GC10-111821-AME	Region 10 - Southern Florida - General Construction
Johnson-Laux Construction	FL-R10-GC11-111821-JLC	Region 10 - Southern Florida - General Construction
Centennial Contractors Enterprises	FL-R10-GC12-111821-CCE	Region 10 - Southern Florida - General Construction
Hall Mechanical and Air Conditioning, LLC	FL-R10-HVAC01-111821-HMA	Region 10 - Southern Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R10-HVAC02-111821-ADR	Region 10 - Southern Florida - HVAC/Mechanical

Mechanical Services of Central Florida, Inc.	FL-R10-HVAC03-111821-MSF	Region 10 - Southern Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R10-E01-111821-ADR	Region 10 - Southern Florida - Electrical
Nichols Contracting, Inc.	FL-R10-E02-111821-NIC	Region 10 - Southern Florida - Electrical
Solares Electrical Services, Inc.	FL-R10-E03-111821-SES	Region 10 - Southern Florida - Electrical
Advanced Roofing, Inc.	FL-R10-RW01-111821-ADR	Region 10 - Southern Florida - Roofing/Waterproofing
Salomon Construction & Roofing	FL-R10-RW02-111821-SCR	Region 10 - Southern Florida - Roofing/Waterproofing
David Mancini & Sons, Inc.	FL-R10-PAC01-111821-DMS	Region 10 - Southern Florida - Paving/Asphalt/Concrete
Lanzo Construction Co., FL	FL-R10-PAC02-111821-LCC	Region 10 - Southern Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R10-PAC03-111821-ACS	Region 10 - Southern Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R10-PAC04-111821-AME	Region 10 - Southern Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R10-CC01-111821-DMS	Region 10 - Southern Florida - Civil Construction
Lanzo Construction Co., FL	FL-R10-CC02-111821-LCC	Region 10 - Southern Florida - Civil Construction
Astra Construction Services, LLC	FL-R10-CC03-111821-ACS	Region 10 - Southern Florida - Civil Construction
Amici Engineering Contractors	FL-R10-CC04-111821-AME	Region 10 - Southern Florida - Civil Construction

eziQC RENEWALS

Company Name	Contract Number	
Innovative Builders of Alexandria, Inc.	MN-NCM-GC01-120518-IBA	
Minnesota Exteriors, Inc.	MN-TMA-R01-120518-MEI	
Kraus-Anderson Construction Company	MN-SEA-GC03-120518-KRU	
Kraus-Anderson Construction Company	MN-SWA-GC02-120518-KRU	
Kraus-Anderson Construction Company	MN-NCM-GC04-120518-KRU	
Innovative Builders of Alexandria, Inc.	MN-RRV-GC01-120518-IBA	
McDowall Company	MN-RRV-R02-120518-MDC	
Kraus-Anderson Construction Company	MN-IRA-GC02-120518-KRU	
Solid Rock Construction	MN-CMA-GC03-120518-SRC	
Kraus-Anderson Construction Company	MN-TMA-GC05-120518-KRU	
Nor-Son, Inc.	MN-IRA-GC01-120518-NSI	
Nor-Son, Inc.	MN-SEA-GC01-120518-NSI	
Nor-Son, Inc.	MN-TMA-GC02-120518-NSI	
RAK Construction, Inc.	MN-TMA-GC01-120518-RAK	
Solid Rock Construction	MN-TMA-GC03-120518-SRC	
RAK Construction, Inc.	MN-CMA-GC01-120518-RAK	
Nor-Son, Inc.	MN-NCM-GC02-120518-NSI	
Nor-Son, Inc.	MN-CMA-GC02-120518-NSI	
Nor-Son, Inc.	MN-RRV-GC02-120518-NSI	
Nor-Son, Inc.	MN-SWA-GC01-120518-NSI	
Bituminous Roadways, Inc.	MN-TMA-P01-120518-BRI	
McDowall Company	MN-TMA-R02-120518-MDC	
Minnesota Exteriors, Inc.	MN-SEA-R01-120518-MEI	
McDowall Company	MN-IRA-R02-120518-MDC	
Solid Rock Construction	MN-NCM-GC03-120518-SRC	
Minnesota Exteriors, Inc.	MN-CMA-R01-120518-MEI	
McDowall Company	MN-NCM-R02-120518-MDC	
Kraus-Anderson Construction Company	MN-RRV-GC03-120518-KRU	
L.S. Black Constructors, Inc.	MN-TMA-GC04-120518-LSB	
McDowall Company	MN-CMA-R02-120518-MDC	
McDowall Company	MN-SWA-R02-120518-MDC	
Mid-Minnesota Hot Mix	MN-CMA-P01-120518-MHM	
Minnesota Exteriors, Inc.	MN-NCM-R01-120518-MEI	
Minnesota Exteriors, Inc.	MN-RRV-R01-120518-MEI	
Solid Rock Construction	MN-SEA-GC02-120518-SRC	
Anderson Brothers	MN-NCM-P01-120518-ABC	
Hy-Tec Construction	MN-NCM-GC05-120518-HTC	
Minnesota Exteriors, Inc.	MN-SWA-R01-120518-MEI	
Kraus-Anderson Construction Company	MN-CMA-GC04-120518-KRU	
Minnesota Exteriors, Inc.	MN-IRA-R01-120518-MEI	

Vactor 101221-VTR

Pricing for contract #101221-VTR offers Sourcewell participating agencies the following discounts:

- 3% discount off list price
- In addition to the discount off MSRP, volume discounts may be considered on a case-by-case basis.

**EXHIBIT B
INSURANCE REQUIREMENTS**

NOT APPLICABLE



Presents a Proposal Summary

of the



2100i

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a 2024 Freightliner 114SD

for

City of Stockton

Contact #

101221-VTR | Maturity Date: 2025-11-29



PRODUCT DESCRIPTION

- 2100i with Roots 824-18" Hg. Blower, 15 Yard Debris body, 1500 Gallons of Fresh Water

STANDARD FEATURES

- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- (3) Nozzles with Carbide Inserts w/Rack
- Suction Tube Storage - 4 Pipe
- 1" Nozzle Pipe
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks
- Dual Stainless Steel Float Shut Off
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Additional Water Tank Sight Guage
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump
- 1" Water Relief Valve
- Microstrainer Prior to Blower
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Hydraulic Extending 15", Rotating Hose Reel, 1" x 1000' Capacity
- Tachometer & Hourmeter/Blower
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- 7" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Fixed Rear Door Pipe Rack, 7" Pipe
- Subframe Mounted, 2-Pipe Rack, 7"
- Low Water Alarm with Water Pump Flow Indicator
- Joystick Boom Control
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Digital Hose Footage Counter
- Water Pump Hour Meter
- PTO Hour Meter
- Hydraulic Oil Temp Alarm
- Digital Water Pressure Gauge
- Vactor Standard Manual and USB Version - 1 + Dealer

ADDITIONAL FEATURES

- 48" x 22" x 24" Curb Side Aluminum Toolbox with Lighting
- Roots 824-18" Hg. Blower
- 180 deg. 10' x 15' Rapid Deployment Boom
- RDB Washout Coupling
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- Hydraulic Cooling Package
- 1" x 800' Piranha Sewer Hose, 2500 PSI
- Debris Body Washout
- 6" Knife Valve w/Cam-Loc, Rear Door, 3:00 Position
- 6" Rear Door Knife Valve w/Camloc w/Port, 6:00 position
- Full Rear Door Swinging Screen
- Centrifugal Separators (Cyclones)
- Folding Pipe Rack, Curbside, 7" Pipe
- Folding Pipe Rack, Streetside, 7" Pipe
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Final Filter and Silencer Ball Valve Drains
- Hot Shift Blower Drive (automatic transmission)
- Backpack Wireless Controls with hose reel controls, 2-way communications, and LCD Display
- Rotatable Boom Inlet Hose
- Anti Splash Valve, Body Inlet
- Handgun Couplers, Front and Rear
- Hydro Excavation Kit - Includes Lances w/ Shield, Nozzles, Storage Tray, and Vacuum Tube
- Hose Wind Guide (Dual Roller), Auto, Non-Indexing
- Rodder Hose Pinch Roller
- High Pressure Hose Reel
- Lateral Cleaning Kit w/150' Hose and Nozzle, 25 GPM/2000 PSI at side
- Rodder Pump Drain Valves
- Rear Directional Control, LED Arrowstick
- Wireless, Waterproof, Rechargeable, Handheld, LED Spot Light w/12V Charger
- Rear Mounted, LED Beacon Light w/ Limb Guard
- Front Mounted, LED Beacon Light w/Limb Guard
- 14 Lighting Package, 14 Federal Signal Strobe Lights, LED
- LED Mid-Ship Turn Signals
- Worklights (2), LED, Boom
- Worklights (2), LED, Rear Door
- Worklight, LED, Operators Station
- Worklight, LED, Hose Reel Manhole
- Worklight, LED, Curb Side
- Worklight, LED, Street Side
- Hose Reel Wrapped for Delivery
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
- Behind Cab Toolbox with Lighting
- Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d, with Lighting
- Toolbox, Driver Side Subframe, 18w x 24h x 24d, with Lighting
- (4) Long Handle Tool Storage Locations Behind Cab
- Camera System, Front, Rear and Both Sides
- Safety Cone Storage Rack - Post Style
- Additional Safety Cone Storage Rack - Post Style
- Digital Water Level Indicator
- Digital Debris Body Level Indicator
- Blower High Temperature Safety Shutdown
- 1 Printed Full Vector Manual

- Vactor Standard Manual and USB Version – 1
- Boom out of position alarm
- Body out of position alarm

TOTAL Price for 2 Vactor 2100i's ,.....	\$1,215,860.00
DELIVERY AND IN-SERVICE Training	INCLUDED
LICENSING AND REGISTRATION	INCLUDED
TAX 9.0%	\$109,427.40
CA Tire Fee	\$35.00
TOTAL FOB STOCKON	\$1,325,322.40

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good for 60 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 12-14 Months ARO

TERMS: Net 10 or Approved Lease

If you have any questions, please give me a call at (707)290-9093.

Sincerely,

Russell Knight

Russell Knight
CA Regional Manager

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

<u>2100 Series, HXX Series and Jetters</u>	10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.
<u>2100 Series, HXX Series and Guzzler only</u>	5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.
<u>2100 Series and Jetters</u>	2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

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



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement.

F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to

any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor.

PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

TERMS AND CONDITIONS

CHOICE OF LAW: These terms and conditions shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any right of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Date: _____