

**MASTER AGREEMENT #021726****CATEGORY: Sewer Vacuum, Hydro-Excavation and Municipal Pumping Equipment with Related Accessories and Supplies****SUPPLIER: Sewer Equipment Co. of America**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Sewer Equipment Co. of America, 1590 Dutch Road, Dixon, IL 61021 (Supplier).

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

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

**Article 1:
General Terms**

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

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on June 11, 2030, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in #021726 to Participating Entities. In Scope solutions include:
 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;
 - b. Sewer jettors and rodders;
 - c. Hydro or air excavation equipment;
 - d. Combination sewer cleaning and hydro-excavation units;
 - e. Dewatering, mud, trash, and centrifugal pumps;
 - f. Other pumps used in lift station, sewage treatment, water treatment, or water collection facilities; and,
 - g. Accessories, supplies and replacement or wear parts related to the respondent's offering of solutions in sub-sections 1. a.- f. above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

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

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

13) Supplier Representations:

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

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

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

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

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41

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

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

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

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

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

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities

utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under

this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

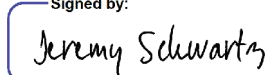
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms

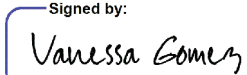
of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include,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

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/10/2026 | 12:23 PM CDT

Sewer Equipment Co. of America

Signed by:

00882D470FB3467...
By: _____
Vanessa Gomez
Title: Inside Sales Manager
Date: 6/10/2026 | 11:47 AM CDT

RFP 021726 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Sewer Equipment Co. of America
Does your company conduct business under any other name? If yes, please state: IL
Address: 1590 Dutch Road
DIXON, IL 61021
Contact: Vanessa Gomez
Email: vanessagomez@sewerequipment.com
Phone: 815-631-4134
Fax: 815-284-0452
HST#: 36-2786536

Submission Details

Created On: Wednesday January 07, 2026 10:54:06
Submitted On: Tuesday February 17, 2026 11:40:52
Submitted By: Vanessa Gomez
Email: vanessagomez@sewerequipment.com
Transaction #: bf310953-c454-42b9-81db-0c18310d0635
Submitter's IP Address: 69.15.33.11

Specifications

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Sewer Equipment Co. of America
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Sewer Equipment Rock Rentals
4	Provide your CAGE code or Unique Entity Identifier (SAM):	H3JEA2FT8L66
5	Provide your NAICS code applicable to Solutions proposed.	333318
6	Proposer Physical Address:	1590 Dutch Rd. Dixon, IL 61021
7	Proposer website address (or addresses):	www.sewerequipment.com, www.rock-rental.com, www.sewershop.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Vanessa Gomez Inside Sales Manager 1590 Dutch Rd Dixon, IL 61021 vanessagomez@sewerequipment.com 815-835-5566
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Vanessa Gomez Inside Sales Manager 1590 Dutch Rd Dixon, IL 61021 vanessagomez@sewerequipment.com 815-835-5566
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Tom Hochmuth Regional Business Manager 1590 Dutch Rd. Dixon, IL 61021 tomhochmuth@sewerequipment.com 815-342-1700

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>"Best Product, Best Local Support" isn't just our tagline—it's our commitment to delivering equipment our customers can rely on and support they can count on. Sewer Equipment is known for building rugged, innovative machines that are intentionally simple to operate and maintain, Helping crews work more efficiently and reduce downtime. In a market where complexity often creates cost, we focus on practical design that delivers real-world performance.</p> <p>What truly sets Sewer Equipment apart is the unmatched breadth of our product line. Our comprehensive offering allows our sales team and distributor partners to sell consultatively—matching customers with the right solution for their specific application, not forcing a one-size-fits-all approach. No other manufacturer offers such a complete portfolio, including full-size combination (jet/vacuum) trucks, mini combo units, water-recycling combination trucks, large and small truck- and trailer-mounted jetters, rodders, easement machines, sewer cleaning accessories, and purpose-built hydro and air excavation trucks in every size class. This breadth means one trusted partner for all your sewer and excavation equipment needs.</p> <p>With more than 85 years of experience, our success is built on continuous innovation and proven results. Our roots trace back to 1941, when founder H.T. O'Brien revolutionized drain cleaning with the introduction of the rotating, spring-tipped rod. That spirit of innovation carried through decades of advancement, from trailer-mounted rodders to the development of modern sewer jet trucks and water-powered root cutting technology.</p> <p>Our growth continues to be driven by customer demand. In 2012, we expanded into a 122,000-square-foot manufacturing facility in Dixon, Illinois, enabling the launch of the 900-ECO combination sewer cleaner in 2015. In 2024 we expanded our Dixon facility and now operate a 175,000-square-foot manufacturing facility. In 2025 we opened our brand new 23,000 sq ft after market parts facility which will also make more room available for manufacturing in our original plant. 2026 will see the introduction of a new line of hydroexcavators to complement our current offering.</p>																														
12	What are your company's expectations in the event of an award?	As in the past, we will host a video conference with all distributor sales personnel and direct sales personnel, reiterating the terms of the contract and calling attention to any changes and updates. E-mail / social media blasts to dealers and end users will also be utilized. Regional business managers are also responsible for quarterly meetings with each dealer principle and sales manager, in which the contract would also be discussed.																														
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Sewer Equipment has demonstrated a consistent track record of growth and profitability. In 2024 and 2025, we achieved the two highest revenue years in our company's history.																														
14	What is your US market share for the Solutions that you are proposing?	<p>Our U.S. market share data for Combination Trucks, Truck Jets, and Hydro-Excavation Trucks is based on reporting from the Association of Equipment Manufacturers.</p> <table border="1" data-bbox="621 1260 1495 1388"> <thead> <tr> <th></th> <th>2022</th> <th>2023</th> <th>2024</th> <th>2025 Y.T.D.</th> <th></th> </tr> </thead> <tbody> <tr> <td>1) Combination Sewer Cleaners</td> <td>13.1%</td> <td>18.2%</td> <td>18.2%</td> <td>23.4%</td> <td></td> </tr> <tr> <td>2) Truck Jets</td> <td>58.9%</td> <td>47.4%</td> <td>56.7%</td> <td>66.2%</td> <td></td> </tr> <tr> <td>3) Trailer Jets</td> <td></td> <td></td> <td>36.4%</td> <td>68.7%</td> <td>67.3%</td> </tr> <tr> <td>4) Hydro-Excavation Trucks</td> <td>5.5%</td> <td>7.6%</td> <td>17.2%</td> <td>13.6%</td> <td></td> </tr> </tbody> </table>		2022	2023	2024	2025 Y.T.D.		1) Combination Sewer Cleaners	13.1%	18.2%	18.2%	23.4%		2) Truck Jets	58.9%	47.4%	56.7%	66.2%		3) Trailer Jets			36.4%	68.7%	67.3%	4) Hydro-Excavation Trucks	5.5%	7.6%	17.2%	13.6%	
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15	What is your Canadian market share for the Solutions that you are proposing?	<p>Our Canadian Market Share data listed here for Combination Trucks, Truck Jets, and Hydro-Excavation trucks is based on data reporting through the American Association of Equipment Manufacturers.</p> <table border="1" data-bbox="621 1491 1495 1640"> <thead> <tr> <th></th> <th>2022</th> <th>2023</th> <th>2024</th> <th>2025 Y.T.D.</th> <th></th> </tr> </thead> <tbody> <tr> <td>1) Combination Sewer Cleaners</td> <td>1.8%</td> <td>8.5%</td> <td>14.6%</td> <td>13.6%</td> <td></td> </tr> <tr> <td>2) Truck Jets</td> <td>20.0%</td> <td>50.0%</td> <td>100%</td> <td>50%</td> <td></td> </tr> <tr> <td>3) Trailer Jets</td> <td></td> <td></td> <td>0%</td> <td>50.0%</td> <td>100%</td> </tr> <tr> <td>4) Hydro-Excavation Trucks</td> <td>5.8%</td> <td>2.4%</td> <td>2.2%</td> <td>5%</td> <td></td> </tr> </tbody> </table>		2022	2023	2024	2025 Y.T.D.		1) Combination Sewer Cleaners	1.8%	8.5%	14.6%	13.6%		2) Truck Jets	20.0%	50.0%	100%	50%		3) Trailer Jets			0%	50.0%	100%	4) Hydro-Excavation Trucks	5.8%	2.4%	2.2%	5%	
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16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Sewer Equipment has never petitioned for bankruptcy protection.																														

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>As a manufacturer, our primary go-to-market strategy is through our distributors, who are typically responsible for serving municipal entities across an entire state or multiple states, provinces, or countries. We currently have distributors in 49 U.S. states, seven provinces in Canada, and two international markets. The only exceptions are certain states or provinces that are currently in a transitional phase. We currently employ 4 Regional Business Managers who manage our dealer network.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Sewer Equipment Company of America is a United States-based corporation organized under the laws of the State of Illinois. The company is registered with the Illinois Secretary of State (File No. 50370119).</p> <p>Federal and State Identification Numbers</p> <p>Federal Employer Identification Number (FEIN): 36-2786536</p> <p>Illinois Certificate of Resale Number: 0252-2705</p> <p>Dealer and Manufacturing Licenses As a manufacturer of mobile equipment intended for operation on United States highways, Sewer Equipment maintains the following Illinois dealer licenses:</p> <p>Dealer License DL1582 – Trucks</p> <p>Dealer License DLT1419 – Trailers</p> <p>In addition, each authorized Sewer Equipment dealer maintains the required dealer licenses within their respective territories in accordance with applicable state and local regulations.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Sewer Equipment has not been debarred or suspended from participation in any public transactions—federal, state, or local—during the ten-year period preceding this bid.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>-Several magazine articles including July 2021 in The Municipal, featuring an article "Moving Beyond Transactional Relationships Towards Partnerships"</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>(2022) 57%, (2023) 53%, (2024) 49%, (2025) 72%</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p><1%</p>	*
23	<p>List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>Sewer Equipment does not currently hold any other cooperative purchasing agreements.</p>	*
24	<p>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?</p>	<p>Sewer Equipment partners with Fedharmony on a GSA contract. We also directly hold a DLA contract. GSA - (2022) \$70,000 (2023) \$77,000 (2024) \$79,000 (2025) \$83,000 DLA - 2022-2025 \$0 sales</p>	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
City of Atlanta GA	Nicole Weems	404-424-1275
City of Grand Rapids MI	Chad Reul	616-456-4172
Anchorage Water and Wastewater Utility	Jerry Pierce	907-550-5947

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

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

Line Item	Question	Response *
26	Sales force.	<p>Sewer Equipment employs 4 regional business managers; northeast, southeast, central, and western. They are responsible for management of our dealer network. We also employ 4 inside sales people to support the dealer network. A team of 9 direct salespeople serve markets that are not fully covered by distribution (primarily contractors, but also some federal agencies and education to a very small degree). One full time demonstration specialist assists regional sales managers and distributor salespeople to allow our customers to “try it before they buy it”. In recent years, each distributor owns their own demonstration trucks and trailers, so the responsibility for demonstrations has largely shifted to them, allowing a quicker local response to customer needs.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Our distributor network consists of 17 distributors in the U.S., 3 in Canada, and 2 in Mexico. See "Dealer Territory Map (12.19.25)" in additional documents section. As a premium specialty product, the Sewer Equipment line receives significant focus from our distributors, who typically dedicate 65% or more of their efforts to our offerings.</p> <p>In the past 5 years, Sewer Equipment has developed and implemented a very structured program to ensure the professionalism and consistency of our distributor sales forces. We have produced walkaround videos and scripts illustrating the proper way to present each one of our products. Attending and successfully completing our dealer walkaround 101 and 102 certification, based on these videos, is compulsory for any dealer personnel involved with sales of our product. This is not a rubber stamp affair, with many attendees having to make return trips to achieve a passing grade. This has elevated the proficiency of our distributors tremendously and assures our goal of, "One Voice, One Message" from coast to coast. Dealer salespeople must also complete Sales Principles 101 and 102, a sales training program specific to our industry and products. Finally, all sales managers must successfully complete our Proactive Sales Management program.</p> <p>We also have a highly developed library of videos on our dealer portal starting with "Sewer 101" - the basics for rookies, training on vacuum and water pressure, highly detailed competition videos, and detailed videos on the design and construction of our products.</p> <p>The end result is a highly trained, decentralized salesforce. Gone are the days of a dealer salesperson waiting weeks for their factory representative and demonstration specialist to show up for the big demo. They are 100% equipped to conduct it themselves in a timely manner; ultimately leading to a better experience for the prospective customer.</p> <p>See "Dlr Training Vid....." images in Additional Documents Folder for a representation of our training materials.</p>

28	Service force.	<p>With 20 distributors of varying size in the U.S. and Canada, we have approximately 185-200 service personnel available for our products.</p> <p>As in the past, each distributor is required to maintain at least two technicians certified through Sewer University, a multi-day training program regularly held at our headquarters in Dixon, Illinois. As a result, 99% of customer service needs are handled directly at the distributor level. Although it is a rare exception, corporate service technicians are made available in the case of extenuating circumstances.</p> <p>For customers in remote regions, we offer a relatively unique level of flexibility by providing warranty coverage through a third-party repair facility of the customer's choice, or by reimbursing customers who perform simple warranty repairs themselves. This option is especially popular in rural areas of the western United States and is made possible by our straightforward product designs and strong factory technical support.</p> <p>A new program that we have developed is our Truck Country "Fleet Uptime" program. This covers all Daimler (Freightliner & Western Star) chassis purchased via Sewer Equipment. Because we are the largest consumer of Daimler Vocational chassis in the US, this program was developed to give our customers across the country outstanding service. When a customer chassis goes in to any authorized dealer, the customer can contact truck country via e-mail to receive expedited service on diagnosis, parts, and repair. Each chassis that we provide has a decal detailing the instructions to utilize this service.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>No change here, except that our standard price pages now populate a 2nd Sourcewell tab that shows distributors all necessary figures including customer price, dealer cost, Sourcewell fee for dealer supplied content, etc. This eliminates any need for interpretation or manual calculations in the order and quoting process. Our goal is to keep this process simple and consistent. Distributors generate and deliver their own Sourcewell quotations to customers, clearly identifying the applicable Sourcewell discount. Distributors will accept customer purchase orders in accordance with the Sourcewell guidelines outlined in our Quick Start Guide.</p> <p>Once an order is secured from the end user, the distributor will place their order with Sewer Equipment and must include a copy of the customer's purchase order. The purchase order must reference the Sourcewell discount, the customer's Sourcewell member number, and our Sourcewell contract number.</p> <p>In simple terms: customers place orders with their authorized distributor, and the distributor places the order with Sewer Equipment as usual—following Sourcewell quote and order requirements. Our process has proven to give exceptionally quick turnaround and accurate results for both quotations and orders.</p> <p>This process is clearly explained in the attachment "Quick Start Guide for dealers-Sourcewell INTERNAL ONLY - rev13 1-21-26" found in Standard Transaction Document Samples folder.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our service program begins with designs that focus on simplicity. Sewer Equipment intentionally avoids computers, circuit boards, and CANbus communication systems. This is a distinctly different philosophy from many equipment manufacturers that are designing increasingly complex and proprietary operating systems into their finished products so that customers have no option but to utilize factory authorized service outlets.</p> <p>Customers can maintain and repair their own equipment without the need for specialized diagnostic and repair tools, or utilize a local, general repair shop if they desire. If additional assistance is needed, customers can contact their local authorized distributor or call our corporate technical support team directly.</p> <p>We provide complimentary, lifetime technical phone support 24/7/365 for all of our equipment via a team of 4 technical representatives. This service is available to distributors as well as end users. Many issues can be resolved over the phone through simple operational guidance or minor mechanical adjustments, helping minimize downtime and service costs. Based on the machine serial number, the tech teams can retrieve all build records to assist with diagnosis.</p> <p>If a customer chooses to use utilize the dealer network for service, most can expect a dealer technician on-site within 24 hours, depending on location.</p> <p>A recent development in supporting the service side of our business is a new, 23,000 sq ft aftermarket facility that was completed 1/2 a mile from our manufacturing plant this year. Despite our tremendous recent growth, this parts and accessory addition has allowed us to maintain a 97% fill rate (defined as percentage of parts orders shipping within 3 days). Over 98% of stock orders ship same day, keeping both distributors and end users in a great position to minimize downtime. Add to this the fact that most dealers stock common wear items locally.</p>

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>This is simple. Sewer Equipment and our distributors love Sourcewell and lead with it. We have sought to make the quoting and ordering process as simple as possible for the customer, the distributor, and us.</p> <p>In terms of ability, we have nationwide coverage including Canada, our distributors are highly trained in promoting and utilizing the contract, and our internal staff is intimately familiar with every detail of the contract as it pertains to us</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>All personnel, infrastructure, and operational procedures are fully established to support our products and provide comprehensive nationwide service and delivery.</p> <p>Our exclusive distributor network ensures consistent sales and service coverage across our territories. In Canada, our Regional Business Managers (RBMs) are actively working with dealers and customers to increase awareness and utilization of the Sourcewell contract where applicable. Their efforts are focused on helping customers move away from the traditional bid process when cooperative purchasing is available, simplifying procurement, reducing administrative time, and ensuring customers take full advantage of the contract's benefits and pricing structure.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Hawaii is the only geographic region not currently supported by an exclusive distributor. In that market, we partner with a non-exclusive reseller to assist with service needs and support the limited number of sales generated there, ensuring customers continue to receive reliable local assistance. Should the right opportunity present itself, we would certainly consider establishing a full-line dealer to further strengthen our presence and service capabilities in the region.</p>	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>N/A - All account types will have full access to our contract.</p>	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>We do not have any restrictions in regards to the contract for the States of Alaska and Hawaii.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes</p>	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We make a quote cover letter and customer quick start guide available on our dealer portal. Dealers are encouraged to personalize and attach these documents to every Sourcewell quote that they issue. It is our experience that these documents decisively and proactively address 95% of questions that customers might have, leading to better contract adoption. See "Cover letter and Quick Start Guide" and also "Dealer Portal....." Images in Marketing Plan Folder</p> <p>We promote on social, website, blog content, email blasts, tradeshow. We train our dealers how to sell using the contract, talking points to end users, etc. We provide our dealers with literature documents focused entirely on the Sourcewell contract.</p> <ul style="list-style-type: none"> -Product literature: display Sourcewell contract logo - brochures, -Website: Sourcewell contract logo present on main home page, blog content article specific to contract being awarded -Social: highlights 2026 campaign to feature Sourcewell on our Sewer Equipment and Brand LinkedIn pages quarterly -Email blasts: highlighting Sourcewell contract award, trainings available for dealers -Dealer portal: all dealer personnel have access- several training documents available (i.e. training video, cover letter template for dealers to customize, quick start guide, pricing training video) -Within our dealer network, we award the top Sourcewell sales producer each year with an award and a trip for them and their spouse to a tropical location in conjunction with our annual Dealer Principal Meeting. -Tradeshows: display Sourcewell banners and table top feather flags as well as magnetic decals on units at specific shows such as WWETT Show -Field word of mouth: through our dealer network of over 22 NA dealers and their entire sales staff of over 150 salespersons -Co-op marketing program for our dealers: matched funds available for marketing spends -Quarterly check in meetings with our Sourcewell rep, Nick Trout: discussion topics include marketing initiatives and upcoming efforts -Promotion of all Sourcewell Academies to our dealer network - many of our dealers' salespersons attend and report back great value in the training -Video recording with Sewer Equipment Sales Manager, Tom Hochmuth and Sourcewell rep, Nick Trout, discussing the process and benefit of the contract
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<ul style="list-style-type: none"> -Social: corporate and brand social media pages: Sewer Equipment + 4 brand LinkedIn and Facebook pages; recently launched Tik Tok and Instagram pages as well for our brands. Each brand has a "brand ambassador" which is a SE person responsible for creating consistent and frequent content. We meet and discuss metrics every 6 weeks. -Google ads -Website -Email blasts
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell provides the platform and contract to allow Sewer Equipment and our dealers to supply prospective customers with their needed solutions. It is Sewer Equipment's responsibility to market our product and contract.</p> <p>We have several training pieces for our customers and dealer partners. This includes recorded trainings by our regional sales managers available for training our dealers, documents explaining how to sell using the contract, talking points with end users, and how to submit the orders to Sewer Equipment.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We have not historically and are not offering a E-Procurement system at this time.

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

Line Item	Question	Response *
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Sewer Equipment distributors include complimentary operator training and basic maintenance training with each delivery. Most also offer complimentary lifetime follow up training to assure that new operators receive proper instruction. Although it is rare, customers that insist on training from factory certified personnel may purchase it at a rate of \$2,208 for day 1 and \$1,645 for additional days.</p> <p>Model Specific "Sewer University" maintenance and troubleshooting tech training is also available for each of our products. This program is aimed at mechanics and takes place at our Dixon IL facility. Prices vary and are listed on each model price page. Price includes hotel, meals, and study materials. Student is only responsible for price of class and travel expenses. Our company website lists all available dates. See "Training Schedule - In Person" in additional documents folder</p> <p>A source of advanced training is available via our partnership with Nezat Training and Consulting. Rusty Nezat, a well known and respected expert in our industry has developed a "Sewer 102" curriculum that teaches safety and Operational techniques. He has also developed a 900 ECO specific curriculum. Both of these programs are offered in several formats: 100% online, personal instruction via Zoom or Teams, and on-site in person. Due to the varying formats and minimum class sizes, etc., please see the Nezat price page for specifics. See "Training - Nezat Online" Image in additional documents folder</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>We stay away from the phrase, "Technological Advances." In fact, the tagline for our premier product, the 900 ECO is, "Simple, Safe, and Reliable". We believe that high tech, highly automated equipment is not the best solution for an industry that revolves around rugged applications involving water.</p> <p>That being said, we have developed an electric easement machine, the model JAJ-E. This is a great solution for indoor applications. It is also getting attention from customers in arid regions that have concerns over grass fires. Because these units are primarily used off-road, the heat and exhaust from a traditional gas or diesel powered engine is a fire risk in dry grass and forest settings.</p>
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>See JAJ-E above.</p> <p>The Genesis Recycling Combination Truck should be considered for the technological advances section as well as this green initiative. This truck is a result of a relationship with Cappellotto, an Italian manufacturer widely regarded as the leader in recycling technology for our marketplace. The Genesis is essentially a combination sewer cleaner and a water treatment plant in one. As with other combination trucks, this truck cleans pipes with high pressure water jetting and vacuums up the used water and debris. The recycling portion processes the water that is vacuumed, allowing it to be used over and over for the jetting process, saving thousands of gallons of fresh water per day.</p> <p>In addition, we have invested in a powder coat system that has reduced our volatile organic compound emissions substantially. We continue to find new ways to reduce them even further. In example, we have recently converted our wet paint system to low VOC primer and topcoat without sacrificing our quality.</p> <p>In addition:</p> <ul style="list-style-type: none"> • Rooftop solar panel system installed to provide on-site renewable electrical generation and reduce facility energy consumption. • Facility lighting fully upgraded to high-efficiency LED fixtures to improve energy performance and reduce maintenance requirements. • Utilization of high-solids coating materials with enhanced coverage rates, resulting in reduced material consumption per application. • Powder coating system equipped with a reverse osmosis (RO) wash cycle designed to recycle process water and minimize wastewater discharge. • Underground bulk storage tank installed for testing operations to eliminate water waste associated with test-and-discharge practices. • Bulk hydraulic system installed with integrated filtration to maintain optimal fluid cleanliness and ensure consistent product performance.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Sewer Equipment has what is likely the most highly trained group of distributor salespeople in our market segment. As detailed previously in this submittal, knowledge of our product and our industry is not optional.</p> <p>When we combine this with the fact that Sewer Equipment as a manufacturer offers the largest spectrum of products in the sewer cleaning and hydroexcavating segment, we are able to truly approach customers in a consultative manner. We are able to openly investigate their needs, challenges, and desires; confident that we are highly likely to have a very good solution. Most sellers in our arena are just there to sell another combination truck. We have many alternatives to this common approach and can intelligently lead customers to a solution that best serves them.</p> <p>And, our philosophy of simplicity cannot be emphasized enough. The success that we have achieved in a short time with our 900 ECO has created an atmosphere in which this word is now overused in sales and marketing by almost all of our competition. The Genesis aside, the fact is that all of our products lead the way in their respective categories for simplicity; both for the operator and the mechanic. While we cannot claim that every prospect and customer agrees with this philosophy, the market share statistics indicate that a growing number of buyers have grown weary of the "latest and greatest" designs that most manufacturers promote and are electing to go back to tried and true design features.</p>
46	<p>Describe any product or equipment features that improve operator safety.</p>	<p>Nearly every other single engine vacuum truck on the market utilizes a transfer case. This means that the transmission is in 4th gear while the operator is outside working. Although very rare, a combination of errors or equipment failures can lead to a truck that drives away on its own. 99% of Sewer Equipment vacuum trucks sold to municipalities utilize a hydraulic drive system to power the blower rather than a transfer case. With this system, the transmission remains in neutral, adding a high degree of safety for operators and bystanders.</p> <p>As opposed to complex digital controls, we utilize traditional switches and levers to control our units. This allows operators to quickly look at a control and determine whether it is on or off, the operator can physically feel the control rather than using a digital screen that may be obscured by sunlight, and in the event that a function needs to be turned off abruptly, down is off, just like a light switch. This simplicity allows operator to dedicate their thoughts to staying safe rather than trying to remember which menu they have to access to control a function.</p> <p>The unique "Dig Deep" booms on our vacuum trucks allow operators to drop the end of the boom to ground level to easily clear clogs. With most other trucks, the end of the boom is 11'-13' off of the ground, and it needs to be accessed with a ladder.</p> <p>Our RAMVAC brand of hydroexcavators have a unique, reversible blower that allows operators to blow clogs out of the vacuum tube - it could best be described as the Heimlich Maneuver for vacuum trucks. Once again, we are keeping operators on the ground where they are safe rather than climbing on truck to remove clogs.</p> <p>Class leading wireless remote controls that allow operators to control trucks and trailers from a safe vantage point.</p> <p>The only Automatic Levelwind on the market with hydraulic up / down action. Ruptured high pressure jetting hoses are one of the most prevalent sources of serious injury and death in the world of sewer cleaning. The levelwind spools the hose on the reel like a baitcasting reel. Our exclusive hydraulic up down action greatly aids the operator in eliminating damage to the hose from rubbing it on the cast iron manhole ring and other obstacles. Any time the hose is rubbing on something, damage to the hose and a blowout is a possibility.</p> <p>Our exclusive DuraProlene water tanks are fully baffled, eliminating drama caused by braking or swerving with 6,000 to 25,000 lbs of water in the truck or trailer.</p>
47	<p>Describe any product or equipment innovations that increase uptime and operator productivity.</p>	<p>A feature that sets all of our truck mounted units apart is our 12-volt control system. Nearly every other manufacturer building chassis mounted units has adopted the use of the CANbus communication protocol. This means that their module has to integrate to the chassis CANbus control system. Now, you have their module, the engine, the transmission, and the truck manufacturer's body controls all talking on the same data network. If you've ever had a problem with one computer, now imagine four of them, from four different manufacturers, all trying to talk to each other on the same network. When something goes wrong, the finger pointing begins, and the end user is often left in the middle, with nobody taking responsibility. Our system is significantly different and eliminates this potential pitfall - we simply take 12 volt power from the chassis electrical system and power our module - we DO NOT integrate to the chassis CANbus system. This means easier repairs with traditional tools. This means that we do not have a proprietary operating system that might not be supported in 10-15 years. This means that operator have switches with simple labels rather than digital controls with multiple menus.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
49		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
50		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
51		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
52		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
54		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
56		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
57	Describe your payment terms and accepted payment methods.	Sewer Equipment's payment terms for all municipal and government customers is Net 30. Our dealers handle direct payments from the customers and would also utilize Net 30-day terms directly to their customers.
58	Describe any leasing or financing options available for use by educational or governmental entities.	Sewer Equipment utilizes and recommends NCL Government Capital for leasing options to our Municipal Customers. This has proved very useful for long term leasing arrangements. We now also offer our own finance company, Everest Financial. For short term rental needs, we offer rentals through our subsidiary Rock Rentals. Many of our dealers also partner with us in offering short term equipment rentals.

59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Sewer Equipment and our dealers utilize our standard Sourcewell Price sheets for quoting to our customers. In addition, we have a "Sourcewell Calculator" for our dealers to use to correctly add fees and apply discounts. When a customer submits a purchase order to one of our dealers, the dealer submits a copy of the customer purchase order along with the worksheet used for quotation and the Sourcewell calculator sheet. We utilize this information to establish the Sourcewell Contract fee. All other related transaction documents are handled between our dealers and customers. See copies of our worksheets uploaded in the pricing section.	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sewer Equipment does not accept P-Card for payments currently	*
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sewer Equipment uses a straightforward discount-off-list pricing model for all new equipment sales, as well as for all spare parts and accessories. Pricing for all new equipment models has been uploaded and is included with this submittal. We do not utilize SKUs for equipment; all pricing worksheets are identified by model name. Due to the large number of parts and accessories offered, pricing for those items is not included with this submittal. MSRP pricing for most parts and accessories is available at www.sewershop.com .	*
62	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Sourcewell discount for all new equipment is 3% off MSRP. The discount for parts and accessories is 5% off MSRP. The discount for rentals is 3% off published rates. The buyout price for rentals if applicable is priced at 3% off MSRP. These discounts are minimums, and our dealers are allowed to provide additional discounts.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	Sewer Equipment does not offer a standard volume discount pricing structure. However, us and our dealers will offer volume discounts as necessary on a case by case basis.	*
64	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	At the customer's request, Sewer Equipment and/or our dealers will supply non-standard items for installation on our equipment. These items are quoted individually, considered part of the product, and are subject to the Sourcewell discount. Chassis for truck-mounted models may also be supplied by Sewer Equipment and/or our dealers. Because of market pricing volatility, chassis are quoted at cost on a case-by-case basis and are treated as pass-through items, which are not subject to Sourcewell discounts or fee reporting.	*
65	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.	Items that can be included on a quotation to a customer but are not on our pricing worksheet or discussed in the above sections include the following. Dealer supplied freight, training, and pre-delivery inspections. These items are not subject to Sourcewell Discount or fee reporting.	*
66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We charge freight on a per mile bases. Our dealers may impose an additional charge for freight from their location to the customers location depending on location.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight charges for customers located outside the United States or Canada are handled on a case-by-case basis. We work with our freight broker to identify the most cost-effective shipping options, though customers are also welcome to manage freight themselves if they prefer. For Alaska, which is an important market for us, our authorized dealers often use barges for delivery. These freight costs are quoted as a pass-through to the end user on a case-by-case basis, ensuring transparency while still providing reliable service to this challenging geography.	*

68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not currently offer any unique freight programs other than what is listed above.	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>To ensure full compliance with our Sourcewell agreement, we employ a comprehensive self-audit process that verifies proper pricing and adherence to all contract requirements. Every Sourcewell order is reviewed by our Inside Sales Department as part of their standard order verification process, ensuring that each order includes the correct Sourcewell discount, member number, and contract references.</p> <p>In addition, our Accounting Department conducts a secondary audit on every Sourcewell order to confirm accurate pricing, proper documentation, and compliance with all Sourcewell guidelines. This dual-layer review process ensures that participating entities consistently receive the correct contract pricing and reinforces our commitment to maintaining the integrity of the Sourcewell program.</p>	*
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Each distributor order is audited immediately to identify any corrective actions that may need to be taken in regards to compliance. We occasionally need to remind dealers of the necessary formalities to meet your contract requirements.</p> <p>Overall, quarterly reports are reviewed to identify volume trends that may be of concern from one year to the next.</p>	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	<p>Sewer Equipment shall remit to Sourcewell an administrative fee equal to one percent (1%) of the Sourcewell sales price to the end user. The fee applies to all equipment, spare parts, and accessories.</p> <p>No administrative fee shall be paid on chassis, which are designated as pass-through items. The administrative fee shall also apply to rental billings for a period not to exceed eighteen (18) months and to rental buyouts based on the mutually negotiated buyout price.</p>	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Sewer Equipment has and will continue to offer a discount from list price on the Sourcewell contract, ensuring that our customers consistently receive fair value on their equipment through this cooperative purchasing program.

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

Line Item	Question	Response *
73	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Sewer Equipment is offering an extensive range of equipment that all fall into the Sewer Vacuum, & Hydro-Excavation Category on this proposal. List of offered equipment is as follows:</p> <ul style="list-style-type: none"> • Our models 400-ECO & 900-ECO Combination Sewer Cleaners • Our Genesis Recycling Combination Sewer Cleaner • Our Mongoose Series of Truck and Trailer Jetters • Our 545 & 747 Series of Truck and Trailer Jetters • Our 800 Series Truck Jetters • Our Ramvac Series Hydro Excavation Trucks • Our JAJ Series of Easement Machines for Sewer Cleaning • Spare parts and Accessories for above listed equipment. • Our Rental Program of above equipment • Nezat Training and Consulting Services
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All of our equipment falls under the primary category on the proposal
75	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic locations covered.	<p>Sewer Equipment offers comprehensive warranties on all products purchased through the Sourcewell contract. Standard warranties cover both parts and labor, ensuring that any manufacturing defects or issues are fully addressed. In addition, we offer extended warranties, which are available as a percentage of the list price, allowing customers to tailor coverage to their needs and gain additional peace of mind.</p> <p>All warranty work, including labor and technician travel, is coordinated and handled by our authorized dealer network. This ensures prompt, professional service regardless of the customer's geographic location, while leveraging local resources to minimize downtime. Our dealers are fully trained and equipped to administer warranty repairs efficiently, providing seamless support to customers throughout the warranty period.</p> <p>This approach guarantees that Sourcewell customers receive complete coverage for their equipment while benefiting from the expertise and responsiveness of our nationwide dealer network.</p>

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
76	Sewer vacuums	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment Listings
77	Sewer Jetters and Rodders	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment Listings
78	Hydro or Air Excavation Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment Listings
79	Combination Sewer Cleaning and Hydro-Excavation units	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment Listings
80	Dewatering, Mud, Trash, and Centrifugal Pumps	<input type="radio"/> Yes <input checked="" type="radio"/> No	No items specifically in this category, but our Genesis Recycler unit does dewater before dumping.
81	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	<input type="radio"/> Yes <input checked="" type="radio"/> No	No items specifically in this category, but our 900-ECO with optional trash pump can be used as an emergency pump system.
82	Accessories, supplies, and replacement or wear parts related to the offerings above	<input checked="" type="radio"/> Yes <input type="radio"/> No	All parts and accessories are offered at a discount off or MSRP.

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

Line Item 83. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - 1-Pricing.zip - Monday February 16, 2026 10:43:46
 - [Financial Strength and Stability](#) - 2-Financials.zip - Monday February 16, 2026 10:43:55
 - [Marketing Plan/Samples](#) - 3-Marketing.zip - Monday February 16, 2026 10:44:06
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - 5-Standard Transaction.zip - Monday February 16, 2026 10:44:16
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - 7-Additional Uploads.zip - Monday February 16, 2026 10:44:25

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sewer_Vacuum_RFP_021726 Tue February 3 2026 04:13 PM	<input checked="" type="checkbox"/>	1