

**MASTER AGREEMENT #021726**

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

SUPPLIER: Gradall Industries, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Gradall Industries, Inc., 406 Mill Avenue SW, New Philadelphia, OH 44663 (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 jetters 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 Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

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

13) Supplier Representations:

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

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

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

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

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

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

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

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

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

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

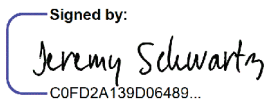
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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.

021726-GRD

Sourcewell

Signed by:

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 6/10/2026 | 11:25 AM CST

Gradall Industries, Inc.

DocuSigned by:

1EDB2695FAA7407...

By: _____

Connie Popovich

Title: Inside Sales Manager

Date: 6/10/2026 | 11:02 AM CST

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

Vendor Details

Company Name: Gradall Industries, Inc.
Address: 406 Mill Ave. SW
New Philadelphia, OH 44663
Contact: Connie Popovich
Email: cspopovich@gradall.com
Phone: 330-339-8342 8342
Fax: 330-339-8468
HST#: 74-2660540

Submission Details

Created On: Tuesday December 30, 2025 06:19:19
Submitted On: Monday February 16, 2026 09:51:25
Submitted By: Connie Popovich
Email: cspopovich@gradall.com
Transaction #: 0f1e6b86-3bd7-4365-bec3-d2e20cddd3e7
Submitter's IP Address: 69.15.44.80

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.	Connie Popovich	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	There are no other authorized affiliates.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SAM: U8GTNV8DFN93	*
5	Provide your NAICS code applicable to Solutions proposed.	333310 & 333120	
6	Proposer Physical Address:	406 Mill Avenue SW New Philadelphia, Ohio 44663	*
7	Proposer website address (or addresses):	www.gradall.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):	Connie Popovich Inside Sales Mgr. 406 Mill Avenue SW New Philadelphia, Ohio 44663 330-691-9007	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Connie Popovich Inside Sales Mgr. 406 Mill Avenue SW New Philadelphia, Ohio 44663 330-691-9007	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tod Ebetino V.P. Sales & Marketing 406 Mill Avenue SW New Philadelphia, Ohio 44663 614-499-0481	*

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.	Vacall History In May 2006, Alamo Group, Inc. of Seguin, Texas acquired Clean Earth Environmental Group, LLC as part of its broader strategic expansion into specialized environmental and utility equipment markets. Alamo already owned Gradall Industries LLC, a well-established manufacturer of hydraulic excavators and related heavy equipment with deep engineering and manufacturing expertise. Recognizing an opportunity to complement its construction equipment business, Alamo assigned Clean Earth's design, manufacturing, sales, and support operations to Gradall and renamed the product line Vacall. The move consolidated Vacall and Gradall products within the Gradall Industries factory in New Philadelphia, Ohio, enabling shared engineering resources, quality controls, manufacturing processes, purchasing and marketing. Gradall's experience with hydraulic systems, robust machine design, and extensive dealer networks helped strengthen the Vacall product line and expand its market reach. After the transition, Gradall began a program of product improvement and dealer support to enhance Vacall reliability, parts availability, and customer service responsiveness. By 2010, Vacall introduced lifetime warranties on key components like water tanks for flagship models such as AllJetVac, AllExcavate, AllSweep, and AllCatch, reinforcing confidence in product longevity. Over the years, the Vacall lineup evolved to meet expanding market needs in sewer maintenance, utility excavation, and industrial cleanup: AllJetVac Combination Sewer Cleaners These machines combine powerful jetting and vacuum systems to clear blockages and maintain sewer infrastructure efficiently. Continual refinements focused on reliability, operating efficiency, and usability for municipal and contractor fleets. The Recycler option (introduced ~2016) allowed water vacuumed from lines to be filtered and reused, significantly reducing the need for refills and saving operational time and water resources—an innovation widely embraced by utility fleets. AllExcavate Vacuum Excavators In 2011, Gradall introduced an all-new Vacuum Excavator product line for Vacall, expanding the product range into safe, precision excavation around underground utilities. Later enhancements included an air excavation option (~2022), which added compressed air capability to loosen soils more gently and clean around buried utilities without water. Gradall introduced an all-new Vacall Vacuum Excavator Truck, the AE35, in 2025 at The Utility Expo. This new vacuum excavator combines all the technological innovations that the Vacall products lines are known for in a small package that does not require the Operator to hold a CDL to drive it on public roads. AllJet Truck-Mounted Sewer Jetters Vacall also expanded with truck-mounted Jetters tailored for budget-conscious municipalities and contractors, featuring fuel-efficient single-engine power and advanced control systems. Industrial Vacuum, Sweepers, and Catch Basin Products Alongside sewer cleaners and hydro excavators, the Vacall brand continued to offer industrial vacuum loaders, heavy-duty street sweepers, and catch basin cleaners suited for cleaning storm drains, parking areas, and industrial sites. Manufacturing and Quality Standards All Vacall products are designed and manufactured by Gradall Industries in New Philadelphia, Ohio, to rigorous quality standards, in compliance with ISO 9001 protocols and with features like lifetime warranties on core components. The integration with Gradall enabled economies of scale, shared engineering excellence (especially in hydraulics and chassis integration), and the development of a strong dealer network supporting both sewer cleaning and utility excavation markets. Market Position and Impact Today, Vacall remains a recognized brand in sewer cleaning, vacuum excavation, and industrial vacuum equipment, widely used by municipalities, contractors, and industrial services. Products emphasize robust performance, energy efficiency, emissions control, and reduced maintenance costs, aligning with customer demands for lower total cost of ownership and reliable field performance. The product line's evolution reflects both historical strengths in vacuum/jetting technologies since the 1950s and modern innovations driven by Gradall's engineering and manufacturing improvements post-acquisition. Vacall is one of the most-recognized, highest quality, fastest growing products in the vacuum truck business.
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12	What are your company's expectations in the event of an award?	Vacall sales through the current Sourcewell contract have steadily increased, both in total volume and as a percentage of overall sales. This sustained growth reflects a deliberate and effective effort to market the contract and fully integrate it into our day-to-day sales processes and quoting systems. As one of the most-recognized, highest-quality, and fastest-growing product lines in the vacuum truck industry, Vacall is well positioned for continued momentum, and we fully expect this positive trend to continue.	*
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.	Gradall Industries LLC is wholly owned by Alamo Group Inc., a publicly traded company listed on the New York Stock Exchange (NYSE: ALG). As a public company, Alamo Group is subject to rigorous financial reporting, disclosure, and governance requirements mandated by the U.S. Securities and Exchange Commission (SEC), ensuring a high level of transparency, accountability, and financial discipline. This public reporting provides customers and partners with confidence in the company's financial strength, operational stability, and long-term viability. All required filings, including audited financial statements, are publicly available on the Alamo Group website at www.alamo-group.com . The most recent Annual Report is attached for reference.	*
14	What is your US market share for the Solutions that you are proposing?	Over the past three years, Vacall has seen significant momentum in the United States across its product lines. Market share for the AllJetVac (AJV) Sewer Combination Vacuum Truck—Vacall's flagship model—has nearly doubled, reaching 14%. The AllExcavate (AE) Vacuum Excavator has also expanded its presence, rising from 2.8% to 4.0%, while the AllJet (AJ) Sewer Jetter has held steady at approximately 3.0%. Vacall has benefited not only from this broader market expansion but also from substantial gains in its own share, contributing to what we consider one of the fastest-growing brands in the vacuum truck sector today. The catch basin segment does not report market share data, making any reported figures largely speculative. However, based on our sales performance and deep understanding of the industry, we believe Vacall is the leading manufacturer of dedicated catch basin units with debris capacities of 13 cubic yards or greater.	*
15	What is your Canadian market share for the Solutions that you are proposing?	The vacuum truck market in Canada represents only about 10% of the size of the U.S. market and is expanding at a slower pace. Vacall's AllJetVac (AJV) Sewer Combination Vacuum Truck has maintained an average market share of roughly 10%, while the AllExcavate (AE) Vacuum Excavator and AllJet (AJ) Sewer Jetter have each averaged approximately 3% market share. The catch basin segment does not report market share data, making any reported figures largely speculative. However, based on our sales performance and deep understanding of the industry, we believe Vacall is the leading manufacturer of dedicated catch basin units with debris capacities of 13 cubic yards or greater.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Gradall Industries LLC has never filed for bankruptcy.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Vacall utilizes a territory-based Account Management team strategically located across North America, comprised of long-tenured professionals with extensive industry and product experience. This team works closely alongside Vacall's established dealer network to support customers at every stage, from specification and procurement through delivery and lifecycle support. Each dealer-employed salesperson partners directly with a dedicated Vacall Account Manager within their territory, ensuring continuity, knowledgeable guidance, and consistent execution. In addition, Vacall's factory-based Service and Parts organization provides experienced technical support, with dealers contacting the factory directly for service, parts, and warranty needs. When required, Vacall deploys seasoned factory experts to assist in the field, reinforcing our commitment to reliable, responsive, and expert customer support. All representatives for Vacall are direct employees of the company.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	For Vacall to conduct business throughout North America it is necessary to maintain Converters Licenses in some states. These are Louisiana, Colorado, Texas, Florida and Virginia. In addition to these licenses and since we are an Ohio based bodybuilder, we must carry an Ohio Vehicle Dealers License in that state as well.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Gradall Industries LLC has never been suspended nor disbarred.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Annually we have received recognition for new & existing Vacall models from editors of leading trade publications, including the Contractor's Choice award from Road & Bridges.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Vacall municipal sales is estimated to make up about 40% of total unit sales. Additionally, the dealer network rents machines to municipalities and contractors for government-related work.	*
22	What percentage of your sales are to the education sector in the past three years?	Most educational institutions typically avoid purchasing, renting, or leasing heavy equipment themselves. Instead, if they are part of a municipality, they rely on their internal water, road, or bridge departments—teams that already have the necessary machinery and skilled staff—or contract the work out to specialized service providers.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcewell is the sole cooperative purchasing agreement that Gradall Industries holds and manages for Vacall.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Federal Contracts Corporation (FCC) hold and maintains the Vacall GSA Contract on behalf of Gradall Industries.	*

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 New Philadelphia 150 East High Avenue New Philadelphia, OH 44663	Ron McAber	330-364-1242 Ext. 1242	*
Broward County Public Works Highway and Bridge Division 1600 NW 30th Ave Pompano, FL 33069	John Soper	954-232-1068	*
Village of Carrollton 80 2nd St Carrollton, Ohio 44615	Justin Lucas	330-575-0545	*

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.	Vacall maintains a team of Regional Sales Managers across five sales regions in the United States, which also includes Canada. These managers partner closely with authorized Vacall distributors to promote, sell, and support the full Vacall product line. Their responsibilities include training dealer sales teams on how to effectively present and operate Vacall products, highlighting key product advantages and operational features. Through this hands-on support, Regional Managers build strong relationships with both dealers and end users. They also ensure dealer representatives understand how Sourcewell works and how it can benefit their customers.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	All authorized Vacall dealers are assigned a defined Geographic Area of Responsibility and are accountable for developing and maintaining strong relationships with Vacall customers within that territory. They collaborate closely with their designated Vacall Account Manager and Product Support Manager to promote and quote new equipment, while also assisting in the resolution of any machine-related issues.	*

28	Service force.	Vacall's product support team includes four Regional Service Managers positioned across the United States and at the factory. Their role is to assist authorized Vacall dealers in supporting equipment both before delivery to the customer and throughout the product's lifecycle. They provide technician training on proper operation, diagnostics, and technical procedures, along with the necessary documentation. Training is offered at dealer locations as well as at the Vacall factory, and they are also available to conduct onsite technical training for customers upon request.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	1. The customer contacts their local Vacall dealer to request a Sourcewell quote. 2. If the customer is not already a Sourcewell member, the dealer assists with completing the online membership application if necessary. 3. The dealer works with the customer to define product specifications and prepares a Vacall generated Sourcewell quote that includes contract pricing, financing terms, and freight if required. 4. The customer approves the purchase and provides the dealer with a purchase order. 5. The dealer either prepares a stock unit or submits a new order to Vacall. 6. After Vacall ships the machine to the dealer, a Pre Delivery Inspection (PDI) is performed, any final options or attachments are installed, and the machine is delivered to the customer. 7. The dealer provides Operator Familiarization training and registers the machine to initiate warranty coverage. 8. Gradall Industries records the Sourcewell sale and compiles the data for quarterly reporting. 9. Gradall submits the quarterly report and 1% payment to Sourcewell.	*

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.	Vacuum truck dealers provide a specialized level of product support that goes well beyond what you'd find at a typical construction equipment dealership. Because these machines combine high-pressure water systems, industrial vacuum technology, hydraulics, electronics, and often municipal-grade configurations, customers rely heavily on their dealer for expertise, uptime, and long-term support. Product Support Services Provided by a Vacall Dealer: 1. Parts Support for Vacuum Systems & Jetting Equipment - Stocking OEM vacuum components (blowers, fans, filters, relief valves). - Jetting system parts (nozzles, hoses, reels, pumps, valves). - Debris body and water tank components. - Electrical and control system parts. - Emergency parts ordering and overnight delivery. - On-site parts delivery for municipal customers. 2. Specialized Service & Repairs - In-shop repairs for vacuum systems, jetting pumps, hydraulics, and electrical controls. - Field service trucks equipped for onsite diagnostics and repairs. - Preventive maintenance programs tailored to vacuum trucks. - Blower rebuilds, pump rebuilds, and hydraulic system service. - Tank repairs, boom repairs, and hose reel service. - Warranty repairs and coordination with the manufacturer. 3. Technical Diagnostics & Troubleshooting - OEM diagnostic software for control systems. - Troubleshooting vacuum performance, jetting pressure, and hydraulic issues. - Assistance with telematics, machine monitoring, and operational alerts. - Support for cold-weather operation and winterization. 4. Operator & Technician Training - New-unit operator familiarization at delivery. - Training on safe operation of vacuum, jetting, and hydro-excavation systems. - Best practices for maximizing performance and reducing wear. - Dealer-led or factory-supported technician training. - Refresher training for municipal crews or contractor teams. 5. Machine Setup, Delivery & Customization - Pre-Delivery Inspection (PDI). - Installation of optional equipment (booms, nozzles, toolboxes, lighting, cameras). - Custom plumbing or electrical configurations. - Calibration of jetting pressure, vacuum relief, and control settings. - Job site delivery with hands-on demonstration. 6. Rental, Loaner & Demonstration Support - Daily, Weekly, and Monthly Rentals available (See Rental Rates Tab in Pricing). - Demo units for municipalities evaluating new equipment. - Loaner machines when major repairs are required (varies by dealer). 7. Warranty & Administrative Support - Handling warranty claims and documentation. - Managing extended warranty or service contract programs. - Support for cooperative purchasing programs (e.g., Sourcwell). - Assistance with financing, trade-ins, and lifecycle planning. 8. Attachment & Accessory Support - Jetting nozzles, root cutters, and specialty tools. - Hydro-excavation accessories. - Vacuum tubes, reducers, and extensions. - Safety equipment and PPE recommendations.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	Vacall has been a Sourcwell vendor for many years and actively highlights this partnership when supporting dealer sales teams working with municipal customers. Regional Sales Managers encourage municipalities that are not yet members to join Sourcwell, and for those who are already enrolled, they emphasize the advantages of using the contract—particularly the ability to secure the equipment they need without undergoing a lengthy competitive bid process.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Vacall is fully prepared and committed to supporting Sourcwell-participating entities throughout Canada. Our product lines, dealer network, and support infrastructure are already established across all Canadian provinces, allowing us to provide the same high level of service that U.S. customers receive.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Vacall has Dealers, Account Managers, and Product Support Managers located throughout North America, ensuring complete coverage. As a result, there is no region in either the United States or Canada that we are unable to fully support.	*

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.	Vacall has Dealers, Account Managers, and Product Support Managers located throughout North America, ensuring that every participating entity can be fully supported without exception.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The Vacall dealer network is extensive, providing full coverage across all North America, including Hawaii, Alaska, and all U.S. territories. Participating entities in any of these regions can purchase Vacall equipment through the Sourcewell contract without any special requirements or restrictions.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Vacall dealers will honor and extend Sourcewell contractual terms to all eligible participating non-profit entities.	*

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.	We execute a comprehensive annual marketing communications strategy focused on educating government decision makers and contractors about the full range of Vacall machine capabilities. Our objectives are to build strong brand awareness, reinforce brand preference, and generate high quality sales leads, which we pursue in close coordination with our dedicated distributor network. Our approach uses a cohesive mix of marketing tactics, including print and digital advertising, targeted email campaigns, social media outreach, publicity releases, and point of purchase materials. Vacall products also receive prominent visibility through exhibits at major industry trade shows. In addition, Gradall Industries—the manufacturer and seller of Vacall models—maintains active leadership roles in key industry organizations such as Association of Equipment Manufacturers and Association of Equipment Distributors, further strengthening brand credibility and industry presence. Our Vacall website includes the Sourcewell logo to show dedication and partnership with Sourcewell and provides a direct link to the Sourcewell/Vacall page. The structure is designed to streamline the membership process and make it easy for prospective customers to participate.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We leverage a range of digital tools and data driven strategies to enhance the effectiveness of our marketing efforts. Social media platforms are used consistently to reach both end users and our distributor network with targeted content. We also employ digital marketing tactics to promote news, job stories, and updates to key product specifications on our website, ensuring customers and distributors have access to the most current information. To support our distributor network, we send text alerts to sales personnel featuring timely announcements and resources that assist them in the bidding and sales process. Additionally, our distributor portal provides easy access to Bid Spec forms and other digital tools that streamline quoting and proposal development. Collectively, these technologies help us deliver timely information, strengthen engagement, and improve overall marketing performance.	*
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?	Sourcewell plays a key role in promoting contracts awarded through this RFP by leveraging its established communication channels, training materials, and outreach programs. They help educate governmental members on how to effectively utilize the contract and maintain a presence at major trade shows to increase visibility and engagement. Sourcewell also supports vendors by addressing member inquiries and directing customers to the appropriate contract coordinator or dealer representative when needed. We will integrate a Sourcewell awarded agreement directly into our sales process by ensuring our sales and distributor teams are fully trained on the contract's benefits, eligibility requirements, and purchasing procedures. This allows us to confidently guide prospective customers through the Sourcewell process, streamline procurement, and reinforce the value of the awarded agreement as part of our overall sales strategy.	*
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.	At this time, our solutions are not offered through an e procurement ordering platform. However, we provide government customers with a streamlined and well supported purchasing experience through our established sales and distributor network. Our team ensures that all required documentation, pricing, and contract information is delivered promptly and accurately, aligning with public sector procurement standards and expectations.	*

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.	Vacall provides comprehensive Sales, Operator, and Technical training to its Authorized Dealer Network as well as to any customer who requests it. Standard delivery of each unit by a dealer and a Vacall representative includes up to one full day of operator and maintenance training, based on the customer's needs. Additional training can be tailored to the customer's specific requirements and may be quoted with the machine or purchased separately later. While Vacall typically conducts the training, dealer participation is also common and fully supported.	*
42	Describe any technological advances that your proposed Solutions offer.	Vacall's are engineered to provide exceptional durability, streamlined operation, and superior overall performance. Highlights include a state-of-the-art CAN Bus electronic operating system, a heavy-duty weatherproof operator station designed for ease of use, high-strength aluminum water tanks backed by a lifetime warranty, and rugged galvanized steel debris tanks that also carry a lifetime warranty. Every unit is finished with a heavy-duty, fade-resistant powder coat, with custom color options available. Vacall machines are engineered with a simple, reliable design that uses fewer components than competing products and operates entirely from a single engine. Units can be mounted on virtually any chassis that meets Vacall specifications, with Freightliner as the preferred chassis partner. Industry-leading components—such as Rexroth and Danfoss hydraulic and electronic systems, OMSI transfer cases, Roots blowers, and Parker hoses and fittings—ensure consistent performance and ease of service. Major weldments undergo full Finite Element Analysis and are durability-tested to 10,000 hours. Customers also benefit from the MyVacall website, which provides free, password-free access to the latest parts and technical information. By entering a unit's serial number, users can download the operator's manual, parts manual, service manual, and all relevant schematics.	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Gradall Industries parent company, Alamo Group, has a comprehensive sustainability plan. Their 2024 Sustainability Report is summarized below, and the full report is included in the Bid Package Documents section. Alamo Group — 2024 Sustainability Executive Brief In 2024, Alamo Group delivered substantial progress across its environmental, social, and governance objectives. Five years into its 11 year sustainability roadmap (2020–2030), the company has already achieved more than half of its long term targets—including surpassing its 2030 safety goal six years early. Sustainability initiatives continue to improve operational efficiency, reduce costs, strengthen stakeholder alignment, and position the company for future regulatory and market shifts. Key 2024 Performance Highlights Environmental Progress - Energy Use: Absolute energy consumption reduced 20% below the 2019 baseline, Energy intensity improved 17%, over halfway toward the 2030 goal of a 33% reduction, Over 40 facility heating efficiency projects contributed to major natural gas savings. - Greenhouse Gas Emissions: Operational (Scope 1 & 2) emissions down 32% since 2019, GHG intensity reduced 28%, keeping the company firmly on track toward a 50% reduction by 2030. - Renewable Energy: Commissioned largest on site solar system to date (UK), generating 406 MWh annually, Total renewable electricity usage reached 35% of consumption. - Waste & Water: Landfill waste intensity reduced 29% vs. 2019, Steel scrap reduced by 2.5 million kg, saving \$0.8M and avoiding ~1,800 mtCO₂e upstream, Water use held stable and remains low due to efficient processes and non-water intensive operations. Sustainable Product Innovation - Major strides in low emission and high efficiency products: - Fully electric and hybrid mechanical and regenerative street sweepers demonstrate 24–76% fuel/energy savings with lower noise and emissions. - Weight reduced components and high strength steel integration improve efficiency across product lines. - Sustainable products represented \$26M in 2024 sales (1.6% of total), with high expected growth from hybrid sweepers beginning in 2025. People & Culture - Safety: Recordable injury rate decreased to 1.9, ahead of both 2025 and 2030 targets. - Training & Development: 70 AGILE leadership grads, 45 Frontline Leadership grads, 29 Cornell certificate completions, 100% compliance with ethics and conduct training. - Operator Safety Training: 793 external operators trained, more than double 2023. Governance & Stakeholder Engagement - Strong oversight from Board Nominating & Governance Committee with quarterly ESG reviews. - Double Materiality Assessment completed to prepare for CSRD. - Active leadership roles within AEM supply chain sustainability initiatives. - Suppliers now contractually bound to Alamo’s human rights, labor, and ethics standards. 2024 Investments & Forward Outlook - \$37.5M invested since 2020 in sustainability linked capital projects; \$9.4M more planned for 2025. - Facility consolidations expected to be the largest contributor to meeting 2030 targets. - Expansion of renewable energy generation (France, UK) will support the goal of 10% on site power by 2030. - Continued redesign of products for electrification, hybridization, weight reduction, and efficiency. Strategic Takeaway Alamo Group's 2024 execution demonstrates that sustainability continues to be a value creating driver of operational efficiency, regulatory readiness, product innovation, and workforce safety. With many objectives trending ahead of plan, the company is well positioned to meet or exceed its 2030 energy, emissions, waste, and safety targets—while strengthening competitive advantage in an increasingly sustainability driven marketplace.
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.	Vacall equipment is marketed primarily on performance, durability, and operational efficiency, not environmental certification. Their single-engine design can reduce fuel use, maintenance, and waste compared to dual-engine competitors, but this is not an eco-label—just an engineering feature. If you’re evaluating Vacall for sustainability purposes, you might consider: • Fuel efficiency and emissions profile of the chassis engine. • Compliance with EPA engine standards. • Wastewater recovery or recycling features. • Operational efficiency reducing environmental impact.

45	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?	Vacall is among the few manufacturers that offer equipment spanning the full breadth of this market segment. As a division of Gradall Industries, Inc., it benefits significantly from the reputation and technical expertise behind Gradall Excavators—an advantage that resonates strongly with municipal customers. Drawing on decades of experience building large, highly engineered excavators, we apply the same level of precision and industry-leading standards to every Vacall machine. Each unit is fully modeled in 3-D, with detailed installation and service part numbers assigned throughout, ensuring that equipment built today can be supported reliably for many years. Only a small number of manufacturers in this industry can claim long-term product support, and even fewer can match our commitment to backing both Gradall Excavators and Vacall products for up to 25 years from their manufacturing date.
46	Describe any product or equipment features that improve operator safety.	Vacall hasn't announced a formal "new safety-feature package" in the way some bodybuilders do, but several recent design elements and operational updates across their product lines strengthen safety for operators and maintenance teams. These updates show up in the latest Vacall AllJetVac, AllExcavate, and AllVac models and are reflected in current product literature and manuals. Newer or Notable Vacall Safety-Related Features: 1. Simplified Operation (Reduces Operator Error) - Vacall highlights simplified operation as a key advantage of newer AllExcavate and AllJetVac models. Streamlined controls reduce the likelihood of mistakes during vacuum or jetting operations. 2. Failsafe Tailgate System - The AllVac line includes a single-cylinder Failsafe tailgate with a reverse-slope locking wedge. - Ensures smooth, leak-free operation. - Reduces risk of accidental opening. - Improves safety during dumping and maintenance. 3. Improved Access for Decontamination & Maintenance - The hinged twin-cyclone top door allows instant access to internal ductwork. - Faster, safer decontamination. - Less exposure time for operators. 4. True Single-Mode Filtration (Cleaner Airflow) - Better filtration reduces airborne particulates around the operator environment. - Twin-cyclone pre-filters. - Cleaner air before reaching the blower. 5. Updated Operator & Safety Manuals - Vacall maintains updated Operator & Safety Manuals that are available for download at MyVacall.com for no charge. - Ensures operators have current safety procedures. - Manuals available free online for easy access. 6. Single-Engine Design (Indirect Safety Benefit) - Newer Vacall machines continue to use a single-engine system, which: - Reduces noise exposure. - Minimizes maintenance-related hazards. - Simplifies operation for crews.

47	Describe any product or equipment innovations that increase uptime and operator productivity.	Vacall has several clear, documented innovations designed to boost uptime, reduce maintenance, and increase operator productivity. These show up across the entire Vacall product offering. Key Vacall Innovations That Improve Uptime & Productivity: 1. Single-Engine Design (Major Uptime + Productivity Advantage) - Vacall powers both the chassis and all work functions with one engine, unlike many competitors that use two. - Cuts fuel consumption. - Eliminates emissions from a second engine. - Reduces maintenance points and downtime. - Simplifies operation for crews. 2. High-Pressure, Variable-Speed Water System - Newer AllExcavate models use a hydraulically driven, variable-speed water system with digital controls. - Operators can adjust water volume and pressure precisely. - Conserves water and reduces refill time. - Improves excavation speed and efficiency. 3. Increased Jetting & Vacuum Power - AllJetVac models deliver more jetting power and more vacuum power, enabling faster sewer cleaning and fewer passes. - Directly increases daily productivity. - Reduces time on emergency or routine maintenance jobs. 4. Simplified Operation (Operator Productivity Boost) - Vacall emphasizes simplified controls on AllExcavate and AllJetVac machines. - Reduces operator training time. - Minimizes operational errors. - Improves job site efficiency. 5. Rugged, Long-Life Components (Less Downtime) - High-quality aluminum water tanks with lifetime warranties. - Galvanized steel debris tanks with lifetime warranties. - Heated water compartments to prevent freeze-related downtime.
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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.		☐ Yes ☒ No	N/A	*
49		Minority Business Enterprise (MBE)	☐ Yes ☒ No	N/A	*
50		Women Business Enterprise (WBE)	☐ Yes ☒ No	N/A	*
51		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	N/A	*
52		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	N/A	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	N/A	*
54		Small Business Enterprise (SBE)	☐ Yes ☒ No	N/A	*
55		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	N/A	*
56		Women-Owned Small Business (WOSB)	☐ Yes ☒ 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.	Our standard payment terms are Net 30 days from the date of invoice. Invoices are issued upon delivery of equipment. Floor planning is available through our dealer's financing partners, this allows the purchaser to defer payment until the equipment is placed into service. All floor planning arrangements must be approved and finalized prior to delivery.	*
58	Describe any leasing or financing options available for use by educational or governmental entities.	The Vacall Dealer Network provides net terms, leasing options, and financing packages in a range of lengths and rates, tailored to meet each customer's financial needs.	*

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.	We utilize a set of standard transaction documents to support all purchases made under the awarded agreement. Product specification sheets are provided to participating entities to assist in determining the desired configuration of the equipment. Authorized dealers then use these specifications to generate a formal quote, presented on a Sourcewell-branded quotation form for customer review and approval. The Sourcewell Order Entry Form (OEF) outlines all standard and optional equipment, associated pricing, the applicable 4% contract discount, and any non-Sourcewell items or dealer-provided services included in the transaction. Upon acceptance, the participating entity issues a Purchase Order to the dealer. The dealer then submits the completed OEF, along with the customer's Purchase Order and signed pricing confirmation, to Vacall for order processing.	*
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?	We do not currently accept P-card procurement or payment methods. As a result, there are no additional costs or fees associated with P-card use for Sourcewell participating entities.	*
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.	Our pricing model is structured using a line-item discount approach. All Sourcewell participating entities receive a standard 4% discount off the published list price for all contract-eligible products. Chassis are offered at a net price, and associated charges—including pre-delivery inspection, training, and freight—are also provided at net cost. These items are not subject to the Sourcewell administrative fee. List pricing as well as contracted pricing has been uploaded in the documents section.	*
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.	A standard 4% discount off MSRP is included in this proposal. Further discounts may be offered when appropriate, subject to dealer discretion and factors such as order size, specifications, or project requirements.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	A standard 4% discount off MSRP is provided. For larger quantity purchases, further discounts may be considered and will be negotiated collaboratively among the dealer, the customer, and Gradall Industries, LLC.	*
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.	Non-contract or open-market items are managed on a case-by-case basis. For any sourced product or related service, we provide a formal quote upon request to ensure transparent and accurate pricing. Our pricing methodology is based on the supplier's extended cost, with a standard 25% markup applied to establish the required margin. Additional charges—such as labor, engineering time, or other project-specific services—are included as appropriate for each request. This approach allows us to accommodate unique needs while maintaining consistency, fairness, and clarity in all open-market pricing.	*
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.	The pricing submitted does not include costs associated with dealer-installed options or dealer-supplied chassis. Any charges related to these items—such as installation, setup, or other dealer-provided services—are determined and imposed directly by the authorized dealer. These costs fall outside the scope of the contract pricing and may vary based on the dealer's role and the specific requirements of the purchasing entity.	*
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.	Freight will be quoted and added to invoice at time of shipment unless customer requires a freight quote at time of order. If freight is required at time of order, we will get a freight estimate and use that amount and add the freight amount quoted to order when taken.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We offer delivery to Alaska, Hawaii, Canada, and offshore locations through experienced transport partners. Equipment can be shipped via certified drive-away services or picked up directly from our facility. All long-distance shipments are coordinated in advance to ensure proper handling and timely delivery.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our distribution and delivery process is designed to provide flexibility and efficiency for our customers. Equipment can be delivered through certified drive-away transport services, ensuring safe and compliant movement of all units. Customers may also choose to arrange self-pickup directly from our facility. Both options allow for timely delivery based on the customer's scheduling needs.	*

69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	To verify compliance with the Sourcwell agreement and ensure that participating entities receive the correct contract pricing, we employ an internal review process for all orders and quotes. For each transaction, we require a copy of the purchase order issued to the dealer and confirm that all pricing, configurations, and contract references match our quote documentation. In cases where a purchase order is not provided, the dealer must complete a standardized order-verification form that details the full scope of the order and includes contact information for the governmental entity. This process allows us to validate accuracy, maintain pricing integrity, and ensure full compliance with Sourcwell contract requirements.	*
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.	If awarded the contract, we will track several internal performance metrics to measure program success. On a quarterly basis, we will review total governmental unit sales and compare them to sales completed through the Sourcwell contract. Key indicators will include overall growth in government sales as well as the percentage of those sales conducted under the Sourcwell agreement. These metrics help ensure we are increasing both total volume and contract utilization over time.	*
71	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The proposed Administrative Fee will be payable to Sourcwell 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.	Sourcwell is the sole cooperative contract that we actively hold and promote. In consideration of the support and services provided by Sourcwell, we propose an Administrative Fee of 1% of the net sale for all completed transactions under this Master Agreement. This fee will be applied to the net equipment price and will exclude freight, pre-delivery inspection, tariff charges, customer-supplied items, and any products or services not included on the contract ('non-Sourcwell' items). This structure ensures clarity, consistency, and full compliance with Sourcwell's reporting and remittance requirements.	*

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.	Sourcwell is the only cooperative purchasing contract directly held by Gradall Industries for Vacall. It has the best pricing and is the only contract built directly into the Gradall Industries quoting system as our contract of choice when selling to a government entity.	*

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

Line Item	Question	Response *	
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73	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	AllJetVac (AJV) – Sewer Cleaning Combination Vacuum Truck The Vacall AllJetVac (AJV) is a high-performance 6, 8, 10, 12 or 15 cubic-yard combination sewer cleaner engineered for municipalities and contractors responsible for maintaining sanitary and storm sewer systems. Water tank capacity ranges from 1,000 to 1,500 gallons depending on model. It integrates a powerful positive displacement blower with a high-pressure water jetting system to remove blockages, clean sewer lines, and extract debris efficiently. Purpose: To provide reliable, versatile sewer cleaning capabilities for routine maintenance, emergency response, and large-scale system cleaning, all while minimizing downtime and maximizing operator productivity. Models: AJV610, AJV812, AJV1015, AJV1215, AJV1515, AJVR812, AJVR1015 AllExcavate (AE) – Vacuum Excavation Truck The Vacall AllExcavate (AE) is a rugged 3, 8 or 12 cubic-yard, hydro-excavation truck built for safe, non-destructive digging. Using high-pressure water and a powerful vacuum system, it exposes underground utilities, excavates around sensitive infrastructure, and performs excavating with precision. Water tank capacity ranges from 500 to 1,300 gallons depending on model. Purpose: To provide a safe alternative to mechanical excavation, reducing the risk of utility strikes and enabling precise digging in congested or sensitive environments. Models: AE35, AE0811, AE1213 AllVac (AV) – Industrial Vacuum Loader The Vacall AllVac (AV) is a high-capacity, 18 cubic-yard, industrial vacuum truck designed for demanding applications such as power plants, steel mills, cement facilities, and manufacturing operations. It handles dry and wet materials, including dust, slag, fly ash, and industrial waste. Purpose: To provide powerful, continuous-duty industrial vacuum performance for material recovery, facility cleanup, and waste handling in heavy industrial environments. Models: AV18 AllCatch (AC) – Catch Basin & Storm Drain Cleaner The Vacall AllCatch (AC) is engineered specifically for cleaning catch basins, storm drains, culverts, and lift stations. It features a powerful vacuum system and debris tank optimized for handling heavy sludge, sediment, and stormwater debris. Purpose: To support municipal stormwater system maintenance, helping prevent flooding, blockages, and environmental contamination. Models: AC-13, AC-13 SS, AC-16, AC-16 SS AllJet (AJ) – Sewer Jetter The Vacall AllJet (AJ) is a dedicated 16 cubic-yard, high-pressure jetting truck designed for flushing and cleaning sewer lines, culverts, and storm drains. It delivers consistent water flow and pressure through a heavy-duty hose reel system, making it ideal for municipalities that require a Jetter-only solution. Purpose: To offer a cost-effective, high-pressure jetting platform for sewer line maintenance where vacuum capabilities are not required. Models: AJ16 All these units are equipped with the AllSmartFlow intelligent control system, which streamlines operation and enhances precision. The onboard display allows operators—including those with limited experience—to monitor system performance and access the information needed to keep the equipment operating at peak efficiency.
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Each unit can be supplied on a Vacall-provided Freightliner, International, Western Star, or Mack chassis. Customers may also furnish their own chassis, provided it meets Vacall's required specifications. Every model offers a wide range of options and attachments to suit specific applications. Notable options include: Rental Rates: Daily, Weekly, and Monthly rental rates have been added to the Pricing Worksheet. AJV: Multiple blower configurations, hose reel options, boom styles, wireless controls, a hydro-excavation workstation, a water recycling system, and a high-dump option. AE: The AE35 weighs less than 26,000 lbs. fully loaded and does not require the Operator to hold a Commercial Driving License (CDL) to drive. Also, each model offers a Cold Weather Package featuring a water-heating system and an enclosed changing station. AV: Optional boom assembly. AC: Full-width sweeper system and a road-milling pickup system. AJ: Various hose reel sizes and hose length configurations.

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.	The Standard 1-Year Vacall Limited Warranty provides coverage for the entire Vacall module, including all components and systems installed by Vacall on the truck chassis. Coverage for the chassis, engine, and transmission is provided separately through the chassis manufacturer's dealer network. Under this warranty, Vacall will, at its discretion, repair or replace any factory-installed part found to be defective in materials or workmanship during normal use. Replacement parts may be new or remanufactured. This warranty applies only to products that have been properly registered with Vacall within thirty days of the in-service date. The in-service date is defined as the first date the unit is delivered to the end user for purchase, rental, or lease. Labor reimbursement is based on repairs performed by fully trained, qualified, and properly equipped personnel. Any repair expected to exceed eight hours must receive prior authorization from Vacall. Travel time reimbursement is limited to a total of three hours per visit. Vacall maintains the ability to provide certified technicians for warranty repairs in all geographic areas. Extended warranty coverage on the Vacall Module, for a total length of up to five years, is available for purchase any time before the standard warranty period expires.
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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	☒ Yes ☐ No	Vacall AllJetVac (AJV) Sewer Combination Vacuum Truck models come standard with a heavy-duty sewer vacuum system. The AJV can also be equipped with a range of optional vacuum pump configurations, as well as multiple boom and control system options.	*
77	Sewer Jetters and Rodders	☒ Yes ☐ No	Vacall AllJetVac (AJV) Sewer Combination Vacuum Truck models and AllJet (AJ) Sewer Jetters come standard with a heavy-duty, high-pressure water jetting reel. On the AJV, the jetting hose and reel can be mounted at either the front or rear, with a range of optional hose lengths and flow configurations available.	*
78	Hydro or Air Excavation Equipment	☒ Yes ☐ No	Vacall AllExcavate (AE) Vacuum Excavator models come equipped with a high-performance hydro-excavation system as standard, and each unit can be configured with an optional high-flow, heavy-duty air excavation system.	*
79	Combination Sewer Cleaning and Hydro-Excavation units	☒ Yes ☐ No	Vacall AllJetVac (AJV) Sewer Combination Vacuum Truck models come equipped with heavy-duty sewer vacuum and water jetting systems as standard features. The unit can also be configured with an optional hydro-excavation station.	*
80	Dewatering, Mud, Trash, and Centrifugal Pumps	☒ Yes ☐ No	Either the Vacall AllVac (AV) Industrial Vacuum Truck or the Vacall Catch Basin (CB) Vacuum Truck can be utilized for industrial cleanup. Both models feature heavy duty vacuum systems, large debris capacities, and optional boom and control configurations.	*
81	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	☐ Yes ☒ No	Vacall does not manufacture permanently mounted lift station pump systems.	*
82	Accessories, supplies, and replacement or wear parts related to the offerings above	☒ Yes ☐ No	Vacall designs, manufactures, installs, tests, and supports every component on its machines, with all parts available for purchase through its authorized Dealer Network.	*

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 *
	☐ Yes ☒ 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](#) - Pricing 2-16-26 Final.xlsx - Monday February 16, 2026 09:46:11
 - [Financial Strength and Stability](#) - 2024 Annual Report.pdf - Wednesday January 21, 2026 15:03:35
 - [Marketing Plan/Samples](#) - Regional Maps, Warranty, Spec Sheets.zip - Saturday February 14, 2026 18:42:50
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Sourcewell Contract Example of OEF Provided to Customer.pdf - Friday January 23, 2026 07:59:34
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Table 5A - 2024_Sustainability_Report.pdf - Friday January 23, 2026 07:32:44

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. - Connie Popovich, Inside Sales Mgr, Gradall Industries, LLC

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	☒	1