

**MASTER AGREEMENT #021726****CATEGORY: Sewer Vacuum, Hydro-Excavation and Municipal Pumping Equipment with Related Accessories and Supplies****SUPPLIER: Hi-Vac Corporation**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Hi-Vac Corporation, 117 Industry Road, Marietta, OH 45750 (Supplier).

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

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

**Article 1:  
General Terms**

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

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

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

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

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

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

**13) Supplier Representations:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article 2: Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

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

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

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

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

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

### **Article 3: Supplier Obligations to Participating Entities**

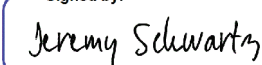
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

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

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

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

Sourcewell

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 6/10/2026 | 12:26 PM CDT

Hi-Vac Corporation

DocuSigned by:  
  
92B6C686D51445C...  
By: \_\_\_\_\_  
Kent Parks  
Title: Inside Sales Manager  
Date: 6/10/2026 | 10:17 AM PDT

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

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## Vendor Details

Company Name: Hi-Vac Corporation  
Address: 117 Industry Road  
Marietta, Ohio 45750  
Contact: Kent Parks  
Email: [kparks@hi-vac.com](mailto:kparks@hi-vac.com)  
Phone: 740-374-2306 4032  
Fax: 740-374-5447  
HST#: 31-1395565

## Submission Details

Created On: Tuesday December 30, 2025 13:21:37  
Submitted On: Monday February 16, 2026 10:27:55  
Submitted By: Kent Parks  
Email: [kparks@hi-vac.com](mailto:kparks@hi-vac.com)  
Transaction #: b09d0451-e904-478a-bc8a-16899b2b1e7e  
Submitter's IP Address: 147.243.179.178

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**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.	Hi-Vac Corporation
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).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 0XAH1 UEI / DUNS: 056644958
5	Provide your NAICS code applicable to Solutions proposed.	NAICS: 333498
6	Proposer Physical Address:	117 Industry Rd. Marietta, OH 45750
7	Proposer website address (or addresses):	www.hi-vac.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):	Kent Parks Inside Sales Manager 117 Industry Rd Marietta, OH 45750 kparks@hi-vac.com 740-374-2306
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Kent Parks Inside Sales Manager 117 Industry Rd Marietta, OH 45750 kparks@hi-vac.com 740-374-2306
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Steve Soller Dealer Development Ssoller@hi-vac.com 614-506-4775

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

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Hi-Vac Corporation has been a global leader in vacuum and environmental cleaning technology for over five decades, beginning its journey in 1969 in Chicago. Our mission is simple and focused: To promote a clean and sustainable environment by providing innovative technologies, the highest quality and most reliable products, supported by a worldwide network of support professionals</p> <p>This mission is driven by core values that emphasize:</p> <ul style="list-style-type: none"> <li>-Quality and Reliability: Providing the highest standards of quality, safety, and reliability in our products with a constant focus on the customer's return on investment (ROI).</li> <li>-Innovation: We strive for continuous improvement, developing unique modular designs, clean controls, and solutions based on hands-on application experience.</li> <li>-Customer Ownership: We work as a team to exceed expectations through strong relationships, ownership of our products, and dedicated customer support.</li> </ul> <p>Originally named National Foundry Equipment International, the company developed the Hi-Vac® industrial vacuum cleaner in 1969. This industrial unit revolutionized plant housekeeping, allowing a single operator to replace an entire work crew and substantially reducing employee exposure to harmful materials. In 1989, the company was purchased and relocated to its current headquarters in Marietta, Ohio.</p> <p>To address the growing needs of municipal infrastructure and environmental compliance, Hi-Vac strategically expanded its portfolio through key acquisitions, making us a true full-line supplier of sewer and hydro excavation equipment:</p> <ul style="list-style-type: none"> <li>-Aquatech™: Acquired in 1999, establishing Hi-Vac as a global leader in Combination Vacuum Jetter technology for cleaning catch basins, storm sewers, lift stations, and treatment plants.</li> <li>-O'Brien®: Acquired in 2006, expanding our dedicated hydro-jetting and sewer cleaning technology line.</li> <li>-X-Vac®: Introduced in 2009, making us a leading manufacturer of Hydro-Excavators that utilize water and vacuum technology for safe, non-destructive digging to locate underground utilities.</li> <li>-Cusco- Acquired in 2020, our products are designed to pick up and transfer anything from sludge, slurries or mud, and just about any other type of solid waste. Cusco provides solutions that meet specific business needs – whether it's environmental remediation work or transportation of hazardous liquid waste, Cusco offers a product that's ideal for the job.</li> </ul> <p>Today, Hi-Vac Corporation products—under the Aquatech, X-Vac, O'Brien, Cusco brands—are at work daily in the largest metropolitan cities and critical industrial facilities worldwide, maintaining infrastructure and promoting a cleaner world</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Hi-Vac Corporation's goal is to exceed customer expectations with a commitment to build and deliver our products on time with best-in-class quality, performance, and efficiencies. We will scheduling comprehensive training and demonstrations for all individuals associated with our contract award. We will serve as the sole source of responsibility for all administrative duties, including meticulous quarterly sales reporting and timely remittance of all fees to Sourcwell. Given our successful track record of securing orders annually in our current market segments, we fully expect to increase our contract volume by 50% plus percent, specifically targeting expansion into the Hydro-Excavation and municipal pumping segments across the entire Sourcwell membership. This commitment ensures maximum contract value and minimal administrative burden for both Sourcwell and participating entities.</p>

13	<p>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.</p>	<p>Hi-Vac Corporation is a highly diversified manufacturing organization with decades of financial stability. We possess the capitalization and operational liquidity required to support any high-volume demand under this Sourcewell Master Agreement.</p> <p>1. Growth and Market Expansion Our financial strength is demonstrated by our ability to reinvest in the company and expand our solution offerings, even during fluctuating market cycles. In 2021/2022, Hi-Vac successfully acquired Cusco, a leader in industrial vacuum equipment. The Cusco acquisition expanded our already large offering of products. In addition, we continue to invest in our manufacturing facilities. A new O'Brien product line facility was added in 2025 to ensure our production lines stay ahead of growing demand from Sourcewell participating entities.</p> <p>2. Diversification Our financial health is reinforced by a wide array of revenue streams across multiple product lines (Aquatech, X-Vac, O'Brien, Cusco, and our Industrial Hi-Vac products). We have continued to onboard several new distributors across North America. Our history proves that Hi-Vac maintains strong financial backing and wise management practices that allow us to "weather storms" and emerge stronger during economic shifts.</p> <p>Please see attached most recent fiscal year financial statements.</p>	*
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Hi-Vac Corporation holds a strategic and growing position within the specialized North American vacuum truck market, an industry projected to reach between \$1.2 billion and \$1.7 billion by 2033. While "conventional" equipment dominates the broad commodity space, we have captured a vital share of the high-performance segments—specifically in combination units and liquid/dry suctioning—which represent over 50% of the total market demand. We plan to significantly expand our market footprint following the acquisition of Cusco. In addition, Market Data Forecast lists Hi-Vac as one of the "Top Players in the Market." per their market report. See market report below. (<a href="https://www.marketdataforecast.com/market-reports/north-america-vacuum-truck-market">https://www.marketdataforecast.com/market-reports/north-america-vacuum-truck-market</a>).</p>	*
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>While our current market share in Canada is smaller than the USA, Hi-Vac Corporation views this Sourcewell contract as a primary mechanism for aggressive, focused growth across all Canadian provinces. Our commitment is demonstrated by a fully supported network ready to execute immediately upon award.</p> <p>We have established a dedicated sales and support network capable of servicing all provinces. We utilize specialized distributors and dealer partners who are trained and authorized to sell and support our entire suite of environmental solutions (Aquatech, X-Vac, and O'Brien) in Canada.</p> <p>We plan to leverage this contract to secure a number of anchor deals within the first 12-24 months, with targeted sales increases for our hydro-excavation (X-Vac) and combo jetter systems, which are ideal for the challenging climates and infrastructure needs across the provinces.</p>	*
16	<p>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.</p>	<p>Hi-Vac Corporation, including all proposed brands and subsidiaries, is a financially stable organization with no history of insolvency. Neither Hi-Vac Corporation nor any included Responsible Party has entered into, or is currently involved in, any current or completed bankruptcy proceedings within the past seven years. In accordance with Article 1 of the Master Agreement, Hi-Vac warrants that it will provide immediate written notice to Sourcewell should the company enter any bankruptcy proceedings at any time during the evaluation of this RFP or the subsequent contract term.</p>	*

<p>17</p>	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Hi-Vac Corporation is primarily an Original Equipment Manufacturer (OEM), designing and producing our core lines of environmental equipment, including Aquatech, X-Vac, Cusco, O'Brien, and Hi-Vac Industrial units. We answer the question applicable to manufacturers, question (b), as follows:</p> <p>Our sales and service strategy is a hybrid model designed to ensure both direct factory access and robust local support for all Participating Entities.</p> <p>Dealer Network (Third Party) Our primary means of delivering and supporting our solutions to the municipal market is via a network of independent, third-party distributors and dealers. These independent dealer organizations are typically responsible for covering municipal entities within an entire state, multiple states, or multiple provinces in Canada.</p> <p>Dealer Role: These distributors act on our behalf as the essential local presence, providing: -Local sales representation and consultation. -Factory-certified service and training. -Warranty claims processing and fulfillment.</p> <p>To ensure consistency and quality across this network, Hi-Vac Corporation maintains close oversight:</p> <p>Hi-Vac Employees (Direct): We employ our own internal team of Regional Sales Managers and Technical Service Specialists. These direct employees are responsible for actively managing and supporting the independent dealer network, ensuring they adhere to Hi-Vac's standards for quality, training, and customer satisfaction.</p> <p>Third-Party Employees: The dealer salespeople and service technicians are employees of the independent third-party distributor. However, these dealer service personnel work directly with, and have immediate access to, Hi-Vac's engineering, warranty, and technical service groups for prompt issue resolution.</p> <p>By utilizing this proven structure, we provide Sourcewell members with the innovation and resources of a major OEM, combined with the convenience and responsiveness of local sales and service support.</p> <p>Hi-Vac has a dedicated inside and outside technical sales team that covers North America, South America, and Canada. We also have field service engineers, mechanical engineers, electrical engineers and a full body of leadership and support staff that ensures customer satisfaction and exceeding expectation.</p>
<p>18</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Motor Vehicle Dealer License: RE000082 Vendor's Licenses: 84-022116 NAICS: 333498 Tax ID: 31-1395565</p>
<p>19</p>	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Hi-Vac Corporation, including Aquatech, X-Vac, O'Brien, and Cusco, have no current or past debarments or suspensions to disclose within the past seven year.</p>

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Hi-Vac Corporation is committed to excellence in manufacturing, safety, and community leadership. Over the years, our organization has been recognized for its commitment to the veteran community and its proactive role in regional industry coalitions.</p> <p>1. Notable Awards and Recognition                      -Veteran Employer of the Year: Hi-Vac was honored as the "Veteran Employer of the Year" for our dedicated efforts in recruiting and supporting former service members. (2019)                      -Safety Excellence Awards: Hi-Vac has consistently been recognized for excellence in workplace safety, receiving multiple awards for successful safety initiatives and significant reductions in workplace accidents.</p> <p>2. Industry Leadership and Board Appointments                      We maintain an active leadership role in the following organizations to drive safety and manufacturing standards forward:                      -Mid-Ohio Valley Safety Council: Hi-Vac holds a position on the Board of Directors, contributing to regional safety benchmarks through the Marietta Area Chamber of Commerce                      -Marietta Occupational Health Partners (MOHP): We serve on the Board of Directors to help shape occupational health standards for our local workforce.                      -Appalachian Ohio Manufacturers Coalition (AOMC): Hi-Vac is an active member, working to strengthen the manufacturing sector within our region.</p> <p>3. Workforce Development and Education                      Hi-Vac serves on several advisory committees to ensure the next generation of technicians and engineers is prepared for the industry:                      -Washington State College of Ohio: Advisory Committee Member.                      -Washington County Career Center: Advisory Committee Member for both High School and Adult Technical programs.                      -Building Bridges to Careers (BB2C): Active partner in transforming learning and career readiness in the Mid-Ohio Valley.</p>
21	What percentage of your sales are to the governmental sector in the past three years?	Hi-Vac Corporation's sales to the education sector have been 50% over the past three years.
22	What percentage of your sales are to the education sector in the past three years?	Hi-Vac Corporation's direct sales to the education sector have been 0% over the past three years, although our equipment is engineered to support the infrastructure needs of K-12 and higher education campuses.
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?	<p>Hi-Vac Corporation is committed to providing streamlined procurement solutions for government and educational entities. Our current and historical involvement in cooperative purchasing includes:</p> <p>1. HGACBuy                      -Status: Hi-Vac currently maintains a partnership with the HGACBuy Cooperative Purchasing Program.                      -Historical Sales Volume: While we have maintained this agreement to provide a procurement path for members, there has been no reported sales activity through this specific contract over the past three fiscal years.</p> <p>Hi-Vac Corporation plans to prioritize the Sourcwell contract as our primary vehicle for cooperative sales due to its broad reach and administrative efficiency. We are currently restructuring our sales and marketing efforts to transition all municipal and educational cooperative volume specifically to the new Sourcwell master agreement.</p>
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?	Hi-Vac Corporation does not currently hold any General Services Administration (GSA) contracts, Standing Offers, or Supply Arrangements (SOSA). We believe that the Sourcwell model provides a more efficient and accessible procurement path for the vast majority of our target customers compared to federal GSA schedules. Our goal for the upcoming term is to centralize our non-bid government sales volume under this Master Agreement, ensuring that Sourcwell remains our primary "lead resource" for all public sector inquiries.

**Table 2B: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Miami-Dade Florida	Roddy Gomez	785-552-8567
TOHO Water Authority Florida	Kevin Lacy	407-944-5063
Sarasota County Florida	Erinn DeJonge	941-861-5200

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

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

Line Item	Question	Response *
26	Sales force.	<p>Hi-Vac Corporation employs a highly effective hybrid sales force model, combining our direct, in-house team for strategic account management and training with a robust third-party dealer network for local access and sales coverage.</p> <p><b>Direct Employee Sales Force</b>                      Our internal sales force, composed of full-time Hi-Vac employees, is focused on strategy, product expertise, and high-level support:                      -Management &amp; Strategy: We directly employ a VP of Sales, National Sales Manager, Director of Dealer Development, as well as Regional Sales Managers (e.g., Northeast, Southeast, Southwest, Mid-America, Northwest, and Southwest) who are responsible for active management and training of our entire distributor network.                      -Inside Sales &amp; Support: We employ a minimum of twenty-five Inside Sales Professionals who handle immediate inquiries, process quotes, and provide quick support to both Participating Entities and dealers.                      -Field Support &amp; Demonstration: We utilize a team of Full-Time Demonstration Specialists. These specialists work directly with our Regional Managers and distributor salespeople to provide critical on-site customer demonstrations and application training.</p> <p>In total, Hi-Vac Corporation employs a team of direct salespeople and field support professionals whose primary function is driving sales, training, and strategic account support.</p> <p><b>Third-Party Dealer Network</b>                      Our reach is amplified by a strong network of independent dealer partners:                      -Sales Coverage: We partner with over thirty-five authorized dealers who represent and support our products both domestically and internationally.                      -Total Sales Personnel: This network employs a multitude of sales professionals, providing local, specialized expertise within the environmental and municipal sectors.</p> <p>Our sister company's activities are managed separately but ensure comprehensive marketing, sales promotion, and support, reinforcing the overall strength of our market presence.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Our solutions are delivered to Sourcewell Participating Entities through a dedicated, independent network of over thirty-five authorized dealers and distributors globally. This network is our critical local extension, providing expertise, localized support, and immediate access to equipment.</p> <p><b>Dedicated Focus:</b> Our distribution network is highly specialized in the municipal, environmental, and infrastructure markets. As our equipment (Aquatech, X-Vac, O'Brien, Cusco) is premium, complex, and high-value, we ensure our dealer partners dedicate significant attention to our product lines,</p> <p><b>Geographic Assignment:</b> Our dealers are assigned large, exclusive territories, which ensures they are fully invested in providing high-quality sales and service support throughout their region without internal competition.</p> <p><b>Rental/Leasing Arm:</b> Several of our authorized sellers maintain a dedicated rental fleet of our equipment. This is a crucial distribution method that puts our products in customer hands, allows them to "try it before they buy it," and often promotes a permanent sales conversion.</p> <p><b>Direct Factory Support:</b> Our dealer efforts are reinforced by our direct Hi-Vac Demonstration Specialists and Regional Sales Managers who regularly travel to support local sales presentations and high-value customer engagements.</p>

28	Service force.	<p>Hi-Vac Corporation maintains a robust, multi-tiered service force dedicated to maximizing equipment uptime for Sourcewell members. Our service philosophy is built on three layers of redundant support:</p> <p>1. Tier 1: Local Authorized Dealer Network The first line of support is our North American dealer network, which employs hundreds of factory-trained technicians across the United States and Canada. These local experts provide: -Immediate On-Site Response: Localized service calls to minimize travel time. -Stocked Service Vans: Mobile units equipped with common wear parts for rapid field repairs. -Scheduled Maintenance: Proactive service programs to prevent downtime before it occurs.</p> <p>2. Tier 2: Factory-Direct Service Force Hi-Vac maintains a dedicated Factory-Direct Service Base of 20+ direct employees based at our Marietta, OH facility. These individuals are the highest-level technical experts for the Aquatech, X-Vac, and O'Brien lines. -Rapid Dispatch: In instances where a dealer requires specialized support, we dispatch these factory personnel directly to the member's location. -Remote Diagnostics: Our service force utilizes digital technology to troubleshoot issues over the phone or via video link, often resolving technical hurdles without the need for travel.</p> <p>3. Tier 3: Specialized External Support In extreme or highly specialized conditions—such as complex chassis integration issues or unique regional requirements—Hi-Vac enlists a vetted network of outside expert contractors. This ensures that even in peak demand periods, every Sourcewell member has access to the technical expertise required to return their equipment to service.</p> <p>4. Technical Training and Certification To ensure the effectiveness of our service force, Hi-Vac hosts regular Service Schools at our manufacturing headquarters. We certify both our direct employees and dealer technicians on the latest hydraulic, electrical, and pneumatic systems, ensuring a consistent standard of excellence across the entire service force.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The ordering process is designed to be seamless for the Participating Entity while leveraging our authorized dealer network for essential local support and ongoing service. The typical order flow involves three distinct steps:</p> <p>1. Quoting and Price Certification (Authorized Dealer Role) -Dealer Initiative: In most cases, the process begins when the Authorized Hi-Vac Dealer servicing the region provides a factory-approved quote directly to the Sourcewell Participating Entity. -Price Transparency: The dealer utilizes our standard Sourcewell Price Sheets for quoting, ensuring that all pricing quotes accurately reflect the negotiated Sourcewell discount for all equipment, parts, and accessories.</p> <p>2. Purchase Order Issuance (Participating Entity Role) -Order Placement: The Participating Entity, once ready to proceed, issues a Purchase Order (P.O.) directly to the Authorized Hi-Vac Dealer. -Mandatory Contract Reference: The P.O. must clearly note the applicable Sourcewell Contract Number (101221-HVC) and the Participating Entity's Sourcewell Membership Number. This step is mandatory to confirm the order is processed under the cooperative contract and receives the correct pricing.</p> <p>3. Fulfillment and Audit (Hi-Vac Corporation Role) Dealer-to-Factory P.O.: The Authorized Dealer then forwards two documents to Hi-Vac Corporation: a copy of the customer's P.O. and the associated quote worksheet. Factory Audit and Fulfillment: Hi-Vac performs a mandatory internal audit on every incoming order to verify all Sourcewell contract protocols have been followed, the correct discount has been applied, and the required contract numbers are listed. We utilize this information to establish the contract fee and track the sale. Direct-to-Factory Option: Should a Participating Entity prefer to process the order directly through Hi-Vac Corporation, we will, of course, accommodate. However, we primarily utilize the dealer to establish the long-term relationship essential for providing service, warranty fulfillment, and training for many years to come.</p> <p>See sample transaction documents attached</p>

<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Hi-Vac Corporation's customer service program is structured to prioritize immediate access, rapid diagnostics, and maximum equipment uptime for all Sourcewell Participating Entities.</p> <p>1. First Line of Defense: Product Design and Accessibility The initial pillar of our customer service is building the most reliable equipment possible. Our Aquatech, X-Vac, Cusco and O'Brien lines are designed for field serviceability, utilizing field-tested, readily available and accessible components. -Service Access: We offer multiple, redundant channels for immediate contact, ensuring no member is lacking support: -24/7/365 Direct Access: We maintain 800 numbers accessible from any region with either a live factory answer or an immediate after-hours contact. All of our sales and service staff publish their cell numbers and are committed to a live answer 24/7. -Centralized Digital System: We utilize a central email system (e.g., customerservice@hi-vac.com) and an online service portal that are monitored by the entire service group. Emails are promptly claimed by the first available technician for immediate action.</p> <p>2. Diagnosis and Procedure When a service issue arises, the procedure is designed for speed and accuracy: Step 1: Local Contact or Factory Call: The customer should first call their local Authorized Hi-Vac Dealer to schedule a service visit. Alternatively, they can call our corporate service technicians for assistance via the factory direct 800 number. Step 2: Rapid Digital Retrieval: To assist in remote troubleshooting, every unit we build is assigned a unique serial number that allows our specialists to instantly retrieve electronic copies of all documentation, including as-built wiring diagrams and hydraulic schematics. This dramatically accelerates phone-based diagnostics and reduces service time. Step 3: Resolution: Depending on the issue, resolution occurs via phone consultation, local dealer service dispatch, or the shipment of parts.</p> <p>3. Response-Time Capabilities Our customer service program includes rigorous performance commitments that ensure fast resolution: -Dealer Service Response: Most Participating Entities can expect a personal visit from a dealer technician within 24 hours, with rare exceptions only due to extreme geographical challenges. -Parts Fulfillment Metric: We stock an extensive inventory of repair and wear parts for immediate shipment when applicable.</p>
<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities.</p>	<p>Hi-Vac Corporation is fully able and unequivocally willing to provide our entire portfolio of products and services including: Aquatech combo units, X-Vac hydro-excavators, O'Brien jettors, and Cusco products—to any and all Sourcewell Participating Entities across the entire United States. -Operational Readiness: All necessary personnel, physical assets (manufacturing, inventory, and parts), and logistical procedures are already in place and scalable to support nationwide sales volume and delivery immediately upon contract award.</p> <p>-No Restrictions: We confirm that we operate with no internal restrictions, limitations, or encumbrances that would prevent us from providing all offered equipment and services to any Sourcewell member, regardless of their state or territory.</p> <p>-National Network: Our extensive independent dealer network, managed by Hi-Vac's factory-direct regional managers, is positioned to ensure all members receive consistent pricing, prompt delivery, and certified aftermarket support across all fifty states.</p> <p>In summary, our infrastructure is designed to provide full-service national coverage, ensuring a seamless procurement experience for every Participating Entity.</p>
<p>32</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</p>	<p>Hi-Vac Corporation is fully able and unequivocally willing to provide our entire portfolio of products and services including: Aquatech, X-Vac, O'Brien, and Cusco product solutions to any and all Sourcewell Participating Entities across all Canadian provinces and territories.</p> <p>Full Compliance: We have no restrictions or encumbrances that would keep us from this mission. Our internal teams are fully trained and prepared to handle all cross-border logistics, including: Customs and Brokerage: Management of all necessary import/export documentation and customs procedures. Currency and Taxation: Accurate processing of orders, taxation, and billing in Canadian currency as required.</p> <p>Our infrastructure is designed to provide full-service international coverage, ensuring a seamless procurement experience for every Participating Entity in Canada.</p>

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Hi-Vac Corporation is committed to serving all Sourcewell Participating Entities across the United States and Canada. We have structured our network to ensure no member lacks access to sales, delivery, or certified aftermarket service.</p> <p>We maintain authorized distribution coverage across the majority of the continental United States and key Canadian provinces. However, we acknowledge that certain remote territories currently rely on a specialized approach:</p> <p>Geographic Territories Without Exclusive Dealers: Hawaii and Alaska are the only US territories not currently covered by an exclusive dealer partner.</p> <p>Solution for Non-Exclusive Areas: For these regions, we utilize a combination of methods to ensure full-service access:                      -Non-Exclusive Resellers: We engage non-exclusive, authorized resellers and sales representatives to facilitate local sales and delivery.                      -Factory-Direct Service: We utilize our factory-direct service personnel to cover complex service issues or dispatch technicians from our nearest regional hub.</p> <p>In summary, while two territories lack an exclusive dealer, we have no geographical areas we are unwilling or unable to serve for sales or certified aftermarket support under this agreement.</p>
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>Hi-Vac Corporation confirms that all account types of Participating Entities will have full access to our entire suite of Solutions (Aquatech, X-Vac, O'Brien, and Cusco) if awarded this agreement.</p> <p>We currently have no known restrictions, contractual limitations, or encumbrances on our ability to sell, deliver, and service our equipment to any member within any authorized Sourcewell sector or region.</p>
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Hi-Vac Corporation confirms that all account types of Participating Entities will have full access to our entire suite of Solutions (Aquatech, X-Vac, O'Brien, and Cusco) if awarded this agreement.</p> <p>We currently have no known restrictions, contractual limitations, or encumbrances on our ability to sell, deliver, and service our equipment to any member within any authorized Sourcewell sector or region.</p>
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes, absolutely. Hi-Vac Corporation is unequivocally willing to extend all terms, conditions, and pricing of the awarded Master Agreement to all eligible non-profit entities that access Sourcewell's cooperative purchasing contract.</p> <p>Our commitment to serving the entire Sourcewell membership includes, but is not limited to, private and charter schools, higher education institutions, non-profit organizations, and tribal governments. We treat non-profit access with the same priority and level of support as our traditional government and municipal customers.</p>

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Hi-Vac Corporation views the Sourcwell contract as a primary pillar of our North American sales strategy. Our marketing plan is built to ensure every prospective customer understands the value of the cooperative process from the initial point of discovery through the final quote.</p> <p>1. Digital Integration and SEO                      We have recently launched dedicated websites for each of our primary product families (Aquatech, X-Vac, Cusco and O'Brien). To maximize the effectiveness of these platforms, we are:                      -Active Q&amp;A Integration: We will embed Sourcwell-specific sections within the Q&amp;A and FAQ portions of our new websites. This provides immediate clarity on the procurement process for municipal and educational visitors.                      -Lead Resource Positioning: Every digital landing page will position the Sourcwell contract as a "Lead Resource," ensuring that any "Request a Quote" inquiry is met with the most efficient purchasing option available.</p> <p>2. Print and Literature Modernization                      We are currently undergoing a comprehensive rework of our physical sales collateral to reflect our commitment to this partnership:                      -Trifold Literature Rework: All product trifold brochures are being updated during their next reprint to feature the Sourcwell Awarded Contract logo and contract number prominently.                      -Price Sheet and Quote Branding: Every factory-approved quote generated by Hi-Vac or our Authorized Dealer network includes the Sourcwell branding, ensuring consistent contract visibility.</p> <p>3. Dealer Network and Sales Alignment                      Our localized strategy relies on an informed and motivated sales force:                      -Contract Status Awareness: We are executing a campaign to build customer awareness regarding our contract status changes across all relevant product families, ensuring there is no confusion in the marketplace.                      -Sales Training: Our Regional Sales Managers are specifically trained to guide customers through the Sourcwell membership process. By educating customers on the legal compliance and speed of Sourcwell, we remove the hurdles of traditional bidding.                      -Event Presence: all major and regional trade shows, Hi-Vac and its dealer partners will utilize Sourcwell-specific flags and banners to identify as an authorized contract holder.</p> <p>See Marketing attachment</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Hi-Vac Corporation uses a comprehensive digital strategy centered on owned media to enhance marketing effectiveness, drive qualified leads, and ensure maximum visibility for the Sourcwell contract across the municipal and contractor segments. We leverage our multiple brand websites (Hi-Vac, Aquatech, X-Vac, Cusco and O'Brien) as central hubs for product specifications, case studies, and lead generation. Furthermore, we maintain established, opt-in email campaigns to keep our dealer network and customers informed of new products and the financial advantages of utilizing the Sourcwell contract. Critically, we track key digital performance indicators (KPIs) from all campaigns, allowing us to rapidly adjust content focus toward the markets and customer types showing the highest engagement with our equipment and the Sourcwell solution.</p>
39	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	<p>We view the promotion of this contract as a strategic partnership where Sourcwell provides the medium and the pre-qualified prospect base, while Hi-Vac provides the superior products and direct marketing. We ensure this contract is hard-coupled to our sales process by making it instantly accessible to our entire network: our secured dealer portal website includes all current Sourcwell pricing and the Quick Start Guide, and our internal quarterly sales meetings and dedicated new dealer onboarding sessions focus heavily on contract compliance and opportunity. Furthermore, the contract is promoted by our direct sales team and distribution partners as the lead resource to all eligible customers, leveraging Sourcwell's legitimacy to offer a legally compliant and efficient procurement path.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>No, our Solutions are not currently available through a fully integrated, public-facing e-procurement ordering system. While our process relies on a certified dealer network that utilizes electronic communication for all Purchase Orders and documentation, we do not currently maintain searchable e-catalogs for direct customer use. However, we maintain a secure, dealer-facing digital portal that houses all Sourcwell pricing and compliance documents. Hi-Vac Corporation recognizes the value of modern procurement and is committed to discussing and implementing custom integration with a Participating Entity's preferred e-procurement or ERP system upon request during the contract term.</p>

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

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Hi-Vac Corporation, in coordination with our Authorized Dealer Network, provides a multi-tiered training approach to ensure that every Sourcewell Participating Entity can operate and maintain their equipment with maximum safety and efficiency.</p> <p>1. Standard Startup Training (No Additional Cost)                      We ensure that every piece of equipment is delivered in an operational state. As a standard part of the delivery process, Hi-Vac or the local authorized dealer provides:                      -Operator Familiarization: A comprehensive walkthrough of all controls, safety features, and daily pre-trip inspection requirements.                      -Basic Maintenance Orientation: Instruction on routine lubrication points, filter cleaning, and minor adjustments to ensure longevity.                      -Provider: This is provided by the local Authorized Dealer at the time of delivery at the customer's facility or by Hi-Vac if applicable.                      -Cost: Included in the base purchase price of the equipment.</p> <p>2. Advanced Technical and Maintenance Training (Optional)                      For entities seeking a deeper level of expertise for their fleet mechanics or specialized operators, we offer advanced programs:                      -Factory-Direct Technical Training: Intensive 1-3 day sessions focusing on deep-system diagnostics, hydraulic schematics, and electrical troubleshooting.                      -On-Site Group Training: We can dispatch factory personnel to a member's location to train large groups of operators or technicians simultaneously.                      -Provider: These sessions are conducted by Hi-Vac Factory Service Technicians or Regional Managers.                      -Cost: For specialized factory-direct or group training sessions, pricing is calculated based on the specific requirements of the Participating Entity. Factors influencing the cost include: Duration, Location, Scope.                      -Transparency: All costs for optional training will be clearly identified as a separate line item in the initial quote provided to the member. This ensures the Participating Entity can review and approve the training investment as part of their total procurement package.</p> <p>3. Continuous Education Resources                      Hi-Vac provides all members with digital access to operator manuals, safety videos, and diagnostic guides to serve as a permanent training resource for new hires and staff turnover.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>Hi-Vac Corporation designs our solutions—including the Aquatech, X-Vac, O'Brien, and Cusco lines—to deliver measurable technological advances in two critical areas: Reliability, Safety, Serviceability and Operator Productivity.</p> <p>1. Reliability and Serviceability- Our primary technological advantage revolves around maintaining reliability through simplicity and smart design:                      - We consciously design our systems to avoid the unnecessary use of complex modules making our trucks easier and safer to run, simpler to maintain, and eliminates the obsolescence and fragility of high-tech components.                      - Maintenance Assurance: Our engineering ensures that a mechanic with traditional skills can diagnose and repair most issues, thus significantly increasing uptime for the Sourcewell member.                      - Standard Features: All systems include color and number coding of the electrical harness, full diagnostic schematics and drawings, digital instrumentation (hour meters, water levels, alarms), and standard LED lighting.</p> <p>2. Operator Productivity and Control- We integrate technology for optimal effectiveness, safety, and operational performance:                      - Wireless Control Integration: Wireless control technology is standard, allowing operators to safely manage key functions (e.g., boom movement, water pump engagement, vacuum power) from optimal vantage points.                      - Chassis Integration: We utilize full chassis integration where applicable, ensuring our equipment operates with maximum effectiveness and weight distribution within the overall vehicle design.                      -Hydro-Excavation Specialization: Our X-Vac hydro-excavators feature proprietary boom and tank designs that optimize vacuum performance and stability,</p>
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Our vacuum related equipment boasts a high efficiency final filter within the airstream which helps capture virtually all partials of any considerable size from exiting the unit and expelling into the atmosphere. We also utilize all of the carb requirements within the chassis mounted units for reduced carb emissions and increased fuel economy. Our engines in the trailer mounted variety of the latest Tier level and all equipment are within the EPA requirements levels. All debris compartments boast a double system security seal to avoid spills, leaks, etc...</p>

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Hi-Vac Corporation's unique attributes center on our unprecedented product breadth combined with our dedication to operator safety and a service-first design philosophy, providing Sourcewell Participating Entities with a highly strategic procurement partner.</p> <p>1. Unmatched Breadth of Solutions and Consultative Approach  Our most unique offering is the complete, full-line coverage provided by combining our four core brands: Aquatech, X-Vac, O'Brien, and Cusco.  -Single-Source Advantage: Unlike other manufacturers who specialize in only one equipment category, we offer the entire spectrum—from dedicated hydro-excavators (X-Vac) and trailer-mounted jetters (O'Brien) to powerful combination sewer cleaners (Aquatech). Cusco covers hazardous waste removal and transportation.  -The Consulting Supplier: This comprehensive portfolio allows our certified dealer network to operate as true consultants, starting with assessing a customer's specific infrastructure maintenance needs and supplying the precise, optimal product for the job. This also positions us as one of the only full-service suppliers of both smaller and full-size municipal products with a strong, nationwide sales and service network.</p> <p>2. Safety and Simplicity  Our products provide tangible benefits to end-users that reduce liability and maximize efficiency:  -Non-Destructive Safety: Our X-Vac hydro-excavators utilize air, water, and vacuum rather than conventional digging tools. This significantly reduces the risk of damaging vital conduits (gas lines, fiberoptic, and electric utilities), which drastically reduces downtime, repair costs, and personnel risk associated with line strikes.  -Operator Protection: Our sewer cleaners utilize advanced controls and remote operation to keep personnel out of harm's way, allowing for total cleaning solutions to be managed from above ground.  -User-Friendly Simplicity: All of our equipment is designed to be user-friendly, easy to operate, and intentionally avoids unnecessary reliance on overly complex microprocessors, ensuring a simple-to-maintain system that increases user comfort and familiarity.</p> <p>3. Service Reliability  Our unique service structure ensures immediate customer support:  -24/7 Factory-Backed Support: Both our Authorized Dealers and Hi-Vac factory personnel are always available 24/7 for all technical support, parts ordering, and day-to-day operational questions that arise.  -Critical Parts Stocking: Hi-Vac and its dealer affiliates proactively stock all critical, high-demand components to help ensure maximum uptime and immediate resolution for all equipment sold under this contract.</p>

<p>46</p>	<p>Describe any product or equipment features that improve operator safety.</p>	<p>Hi-Vac Corporation designs every product with a "Safety-First" architecture, integrating redundant mechanical and electronic safeguards to protect operators, the public, and the surrounding infrastructure.</p> <p>1. Emergency Response and Fail-Safe Systems                      -Multi-Point E-Stops: All units feature prominently placed emergency stop switches at every control station, including handheld wireless remotes. Activating an E-stop immediately cuts power to all critical functions and opens the vacuum relief valve to neutralize suction instantly.                      -Vacuum Cut-Off &amp; Fail-Safe Protection: Our exhauster systems include a fail-safe vacuum cut-off that prevents materials from bypassing the filtration system and entering the atmosphere, protecting the operator from hazardous exposure.                      -Automatic Vacuum Breakers: These systems automatically relieve excessive pressure or vacuum levels, preventing dangerous builds-up that could lead to tank ruptures or hose bursts.</p> <p>2. Operational Interlocks and Indicators                      -Intelligent Interlock Safeties: Our truck-mounted units utilize built-in interlocks to prevent unsafe cross-functioning. For example, the system prevents certain hydraulic operations unless the chassis is in a neutral or "work mode" state.                      -Proactive Warning Alarms: * Boom Out of Stow: Visual and audible alarms alert the operator if the boom is not properly secured before the vehicle moves.                      -Low Water Warning: Provides immediate notification to prevent high-pressure pump cavitation and potential component failure.</p> <p>3. Design and Function                      -Rear-Reel Design (Aquatech): Our patented rear-reel configuration is a critical safety differentiator. By placing the reel at the rear, we remove the operator from the excessive engine noise and heat common to front-mounted designs, significantly reducing operator fatigue and hearing loss risk.                      -360° Rotating Boom: The top-loading, self-cleaning boom minimizes manual labor and allows the operator to maintain 270° of unobstructed vision during operation.                      -Wireless Remote Technology: Allows the operator to manage all critical functions from a safe distance, providing better visibility of the jobsite and removing them from potential "pinch points" or spray zones.                      -Optional Central Lubrication: This system allows for periodic maintenance to be performed from ground level, eliminating the fall hazard associated with climbing to the top of the vehicle.</p>
<p>47</p>	<p>Describe any product or equipment innovations that increase uptime and operator productivity.</p>	<p>Hi-Vac Corporation integrates advanced engineering and ergonomic design to ensure that Sourcwell members achieve the highest possible return on investment through maximum equipment availability and rapid job completion.</p> <p>1. Drive System                      -Mechanical Transfer Case Drive: Our units utilize a horizontal transfer case drive that is inherently more efficient than hydraulic or auxiliary engine alternatives. By sizing the drive to operate the blower and water pump at peak engine performance, we deliver maximum vacuum and water power with lower fuel consumption and fewer moving parts to maintain.                      -Single-Engine Design: By eliminating the need for a second engine, we significantly reduce the maintenance burden (fewer oil changes, filters, and belts), lower the overall vehicle weight for increased payload, and simplify the operator's control interface.</p> <p>2. Productivity                      -Rear-Reel Advantage (Aquatech): Our rear-mounted hose reel allows for safe, easy placement regardless of the manhole location and removes the operator from the excessive heat and noise of the engine. This reduction in fatigue allows operators to maintain high productivity levels throughout a full shift.                      -360° Top-Loading Boom: The unlimited 360° operation of our top-mounted boom reduces the need to reposition the truck multiple times at a single jobsite. The design also facilitates "straight-line" vacuum flow, which minimizes the hose bends that cause clogs and premature wear, keeping the machine working longer between service intervals.</p> <p>3. Maximizing On-Site "Work Windows"                      -High-Capacity Tank Strategy: We provide oversized water and debris tanks and larger fuel tanks to maximize on-site work time. This minimizes the "non-productive" hours spent traveling to refill or dump sites.                      -In-Field Serviceability: We utilize a "Common Source" component strategy, ensuring that critical wear items are readily available from local industrial suppliers. This allows for rapid, in-field repairs, preventing a minor part failure from turning into days of unplanned downtime.                      -Centralized Maintenance: Our optional central lubrication system allows for all daily maintenance to be performed from ground level, reducing the time required for pre-trip inspections and ensuring that maintenance is actually performed, further extending the life of the equipment.</p>

**Table 5B: Value-Added Attributes**

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

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *

57	Describe your payment terms and accepted payment methods.	<p>Hi-Vac Corporation is committed to providing flexible and transparent financial terms that align with the diverse procurement policies of Sourcwell Participating Entities. Our goal is to ensure a seamless transaction process from order to final delivery.</p> <p>1. Standard Payment Terms                      -Standard Terms: Our preferred payment term is Net 30 Days from the date of invoice following the delivery and final acceptance of the equipment.                      -Delivery and Acceptance: We understand that many municipalities require a formal inspection and acceptance period. Therefore, we do not consider an invoice due until the equipment has been delivered and verified to be in a properly operating status.                      -Flexibility for Members: Hi-Vac recognizes that certain jurisdictions may have extenuating budgetary or administrative circumstances. We are prepared to work with individual members to customize payment schedules—including milestone payments for highly customized builds—that satisfy their specific local requirements without placing undue burden on either party.</p> <p>2. Accepted Payment Methods- To facilitate ease of procurement, Hi-Vac and its Authorized Dealer network accept a wide array of payment methods, including:                      -Electronic Funds Transfer (EFT) / Wire Transfer: Our preferred method for large-scale equipment purchases to ensure secure and rapid settlement.                      -Automated Clearing House (ACH): We accept ACH payments for both equipment and subsequent parts/service orders.                      -Check: Standard business and municipal checks are accepted.</p> <p>3. Financing and Leasing Options                      In addition to direct purchase, Hi-Vac can facilitate third-party Municipal Lease-Purchase and Tax-Exempt Financing options. These programs allow members to acquire critical infrastructure equipment immediately while spreading the cost over several budget cycles to maintain steady cash flow.</p>
58	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Hi-Vac Corporation offers a comprehensive suite of flexible financing solutions specifically tailored to the unique budgetary requirements of educational and governmental entities. Through our long-established partnerships with premier municipal leasing firms and national financial institutions, we facilitate Tax-Exempt Municipal Lease-Purchase programs that allow members to acquire critical infrastructure immediately while spreading the acquisition cost over several budget cycles. Furthermore, we offer internal corporate-level financing solutions for qualified members, ensuring that every Sourcwell Participating Entity has access to the most competitive rates and streamlined approval processes available in the industry.</p>

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.	<p>Hi-Vac Corporation utilizes a standardized suite of transaction documents designed to provide Participating Entities with a clear, auditable trail from the initial inquiry to final equipment acceptance.</p> <p>1. Sourcewell Quote Every transaction begins with a detailed written quote generated by Hi-Vac or our Authorized Dealer network. To ensure compliance, each quote includes: -Contract Identification: The Sourcewell Master Agreement number is prominently displayed to ensure the member receives the protected contract pricing. -Total Cost: The quote provides a comprehensive breakdown of the equipment, including all factory options, freight, and any required startup training, ensuring there are no undisclosed costs. -Standard Terms and Conditions: A copy of our Terms and Conditions of Sale is attached to every quote, outlining our mutual obligations regarding delivery, title, and acceptance.</p> <p>2. Ordering and Acknowledgement -Order Authorization: We accept formal Purchase Orders (POs) issued on the Participating Entity's own forms or a signed/certified Hi-Vac quote. -Order Acknowledgement: Upon receipt of an order, Hi-Vac or its dealer provides a formal Order Acknowledgement. This document serves as the final verification of the equipment specifications and provides the member with an estimated production and delivery timeline.</p> <p>3. Fulfillment and Acceptance Documents: At the time of delivery, we provide a complete documentation package. -Shipping and Delivery Documents: Includes packing slips, Bill of Lading, and domestic/international shipping certifications as required. - Final Invoice -Certificate of Origin &amp; Warranty: We provide the Manufacturer's Certificate of Origin and a copy of the specific brand's Limited Warranty Statement (Aquatech, X-Vac, O'Brien or Cusco) to ensure the member's new asset is fully documented and protected.</p> <p>See attached documents.</p>	*
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?	Hi-Vac Corporation and its authorized dealer network fully accept the P-card procurement and payment process to facilitate efficient transactions for members. While we welcome this payment method, please note that an additional processing fee, typically 3% of the total transaction amount, is applied to cover associated administrative costs. This fee may vary slightly depending on the specific card type and the processing policies in effect at the time of the transaction.	*
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.	We are utilizing line-item discounts. Within our pricing we are listing MSRP and the discounted Sourcewell Contract pricing. All items include an SKU and are fully detailed in the price pages included in the document upload 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.	Our proposed pricing reflects MSRP and provides for a 24% discount from MSRP to arrive at the Sourcewell contract price.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	Any quantity or volume discounts would be on a case by case basis and would be dependent upon the number of units or equipment in question. Any further discounts from the published Sourcewell contract price may or may not be available depending on the sale terms and conditions of the products and or options that might be included. All of this would be at the sole discretion of Hi-Vac Corporation.	*
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.	Any sourced, open market, or nonstandard options would be quoted as separate items and spelled out specifically to the member during the quoting process. These items may be provided directly by Hi-Vac Corporation or through its dealers within their dealer network.	*

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.	Pertaining to additional costs beyond freight and or shipping costs: Any training, start up, inspections etc. would be at the sole discretion of the member and would be quoted through our dealer network as separate items and would be discussed during the quoting process with the member.	*
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.	Hi-Vac incorporates a wide array of freight, shipping and delivery solutions. We have our own drivers for delivery of mobile equipment and accessories. When needed, we will utilize third party drive away services or LTL truck services. In all cases, Hi-Vac Corporation will facilitate all needed shipping documents, packaging, loading and securing all equipment and associated items, insurance, and security	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Typically, our method would be "ex-works" meaning we would prepare the equipment and make it ready for shipment then notify the customer/member when it was ready to leave our docks/loading yard. It would then be the responsibility of the customer/member to make all shipping arrangements and to cover all associated costs. However, should the customer/member need assistance, Hi-Vac has a wide array of solutions. We work with several different freight forwarders and brokers, and we are well versed in cross border and export shipments. Hi-Vac could provide full service in these cases at addition costs of course.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All of these arrangements would be agreed upon in advance, but our goal would be to fulfill whatever requirements the customer/member needs to the best of our ability. Should special arrangements need to be made such as hot shot, overnight (when applicable) etc. Hi-Vac will facilitate to the best of our ability with full cooperation of the customer/member, always quoting associated costs well prior to any action.	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Hi-Vac Corporation has been involved with Sourcewell (NJPA) for many years. We pride ourselves on making sure we comply with any contract stipulations we are granted. When a new order is received under the Sourcewell contract, we do a complete order review with the end user/SW member to ensure all pricing is correct and properly applied. We then do an internal order audit to ensure all contract items are accounted for and the proper SW admin fees are applied. Within our accounting system, we accrue these fees to ensure, when the project is complete, we are ready to submit payment to Sourcewell. We always report quarterly without fail using the provided spreadsheet that incorporates the proper fee percentage. We maintain records of all transactions both electronically and in hard copy form to ensure backup documentation is always in place.	*
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.	We utilize both manual and automated tracking systems of every piece of equipment we sell within and without the Sourcewell contract. In addition to our internal/private systems, we also utilize Sales Force CRM software that allows us to easily track all sales and the accompanying details. At a moment's notice we can tell how many units were sold and the associated dollar amounts for any and all equipment under any applicable time period.	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We historically have used 2% as the administrative fee and we plan to continue this under this contract. This fee will be calculated on a pre-unit basis. Any unit and or associated option or accessory listed on the contract would be subject to this fee as dictated by the contract.	*

**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.	This is our best available pricing

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

Line Item	Question	Response *
73	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Hi-Vac Corporation offers an industry-leading portfolio of vacuum and sewer maintenance solutions designed for maximum performance, operator safety, and long-term durability. Our proposed solutions are categorized into four specialized brand families, ensuring that Sourcewell members have access to the exact technology required for their specific applications.</p> <p>1. X-Vac: Advanced Hydro-Excavation Solutions                      The X-Vac series is engineered for non-destructive utility daylighting and high-performance excavation.                      -Versatile Capacity Range: We offer units ranging from the X-8 (8 yd<sup>3</sup>) for urban maneuverability to the X-15 (15 yd<sup>3</sup>) for large-scale industrial projects.                      -High-Performance Vacuum: Standard systems deliver up to 27" HG and 5,775 CFM, providing the power necessary for deep-source suctioning.                      -Precision Digging: Units feature 360° boom rotation with reaches up to 25 feet, alongside optional air excavation (200 CFM @ 200 PSI) and boilers up to 700,000 BTU for cold-weather operations</p> <p>2. Aquatech: Specialized Sewer Cleaning &amp; Maintenance                      The Aquatech line provides integrated jetting and vacuum solutions for maintaining sanitary and storm sewer systems.                      -B-Series Combination Units: Available in capacities from 6 yd<sup>3</sup> to 15 yd<sup>3</sup>, these units feature a 360° rotating boom and a patented rear-mounted hose reel that removes the operator from engine heat and noise.                      -SJR Series: Specifically designed as a high-capacity sewer jetter with a 1,500-gallon water tank and a 180° hydraulic rotating reel, ensuring efficient cleaning of large-diameter lines.                      -Proprietary Tank Technology: Our debris tanks utilize 1/4" A-36 steel or optional stainless steel, backed by industry-leading warranties against corrosion.</p> <p>3. O'Brien: Compact Trailer &amp; Truck-Mounted Jetters                      O'Brien solutions provide cost-effective, high-pressure cleaning for smaller municipalities and tight urban environments.                      -3500 &amp; 7000 Series: We offer both trailer-mounted and truck-mounted configurations with water capacities from 350 to 700 gallons.                      -Powerful Cleaning: Systems deliver pressures up to 4,000 PSI using 74HP Tier 4 diesel engines, ensuring compliance with modern emissions standards without the need for DEF in certain models.</p> <p>4. Cusco: Industrial Vacuum &amp; Hazardous Waste Handling                      Cusco is the premier choice for hazardous and non-hazardous liquid waste transport, built to rigorous safety standards.                      -DOT-Certified Units: We provide DOT 407/412 compliant vacuum trucks (3150 and 4200 Code models) featuring tubular overturn structures and compliant rear platforms for maximum safety.                      -Industrial Capacity: Units are available up to 4,200 gallons, utilizing SA516-70 steel or 316 stainless steel for superior chemical resistance.                      -Specialized Discharge: All models include positive pressure discharge and tilt-tank dump methods to ensure rapid and complete offloading of waste</p>
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Hi-Vac Corporation offers a comprehensive range of equipment that spans several distinct subcategories within this RFP. Our solutions are engineered to meet the specific operational requirements of Sourcewell members across the following categories:</p> <p>-Subcategory 1: Hydro-Excavation &amp; Vacuum Trucks (X-Vac) – High-performance units designed for non-destructive utility daylighting, potholing, and large-scale industrial excavation.</p> <p>-Subcategory 2: Combination Sewer Cleaners (Aquatech) – Integrated systems that provide simultaneous high-pressure water jetting and high-volume vacuum recovery for sanitary and storm sewer maintenance.</p> <p>-Subcategory 3: Truck and Trailer-Mounted Sewer Jetters (O'Brien) – Specialized high-pressure jetting equipment for cleaning smaller diameter lines and providing versatile maneuverability in tight urban or campus environments.</p> <p>-Subcategory 4: Industrial Vacuum &amp; Hazardous Waste Tanks (Cusco) – DOT-certified vacuum loaders designed for the safe collection and transport of hazardous and non-hazardous liquid and semi-liquid waste.</p> <p>-Subcategory 5: Parts, Accessories, and Support Services – A complete catalog of wear parts, specialized nozzles, vacuum hoses, and authorized dealer service support to ensure the long-term uptime of the equipment.</p>

<p>75</p>	<p>Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic locations covered.</p>	<p>Hi-Vac Corporation provides a robust warranty program across the Aquatech, X-Vac, and O'Brien product lines, designed to protect the capital investments of Sourcewell Participating Entities. Our coverage is structured to provide immediate local support backed by factory-direct accountability.</p> <p><b>1. Primary Warranty Terms</b>  All equipment is warranted to be free of defects in material and workmanship for a Standard Warranty Period of 12 months from the date of delivery or 2,000 operating hours, whichever occurs first.  -Aquatech &amp; X-Vac High-Value Components: We offer industry-leading extended protection for critical systems, including:  *Poly-graphite Tanks: 10-year factory defect warranty and LIFETIME protection against corrosion or rust-through.  *Debris Tanks: 10-year factory defect warranty and LIFETIME protection against corrosion leaks.  *Water Pumps &amp; Drive Systems: 5-year coverage against failure or factory defects.  -O'Brien Product Line: One-year (12-month) coverage from the date of purchase for the original owner.</p> <p><b>2. Geographic Coverage and Administration</b>  Warranty services are available across all geographic regions served by Hi-Vac, our authorized dealer network, and contracted partners.  -Local Response: Repairs are typically performed at the local authorized distributor's location to ensure the unit returns to service as quickly as possible.  -Factory Support: For complex issues, repairs may be performed at our Marietta, OH facility at the company's discretion.  -Administration Process: To initiate a claim, members contact our Technical Service department at (800) 638-1901 to receive an Authorization to Return (ATR) number. This ensures every claim is tracked and evaluated for final disposition in a timely manner.</p> <p><b>3. Coverage Details and Limitations</b>  -Parts and Labor: Our exclusive remedy includes the repair or replacement of parts disclosed to be defective in material or factory workmanship. While standard warranty covers these defects, the purchaser is responsible for freight costs associated with returning parts for evaluation.  -Third-Party Components: Components manufactured by third parties (e.g., truck chassis, engines, tires) are covered by their respective original manufacturer warranties. Hi-Vac acts as a proactive agent for Sourcewell members, providing "good faith" assistance and relevant information to help members contact these vendors for support.  -Standard Exclusions: Coverage does not apply to normal wear parts (hoses, nozzles, gaskets, filters, etc.), consumable items, or damage resulting from misuse, negligence, or unauthorized alterations.</p> <p><b>4. Technician Travel</b>  While most repairs are handled at authorized service centers to ensure access to proper tooling and parts, Hi-Vac and its dealer network can coordinate specialized support based on the complexity of the repair and the member's location.</p>
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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	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment List *
77	Sewer Jetters and Rodders	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment List *
78	Hydro or Air Excavation Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment List *
79	Combination Sewer Cleaning and Hydro-Excavation units	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment List *
80	Dewatering, Mud, Trash, and Centrifugal Pumps	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A *
81	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A *
82	Accessories, supplies, and replacement or wear parts related to the offerings above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Accessories, supplies, and replacement parts available *

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

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

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

**Documents**

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

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

- [Pricing](#) - Pricing Sourcewell.pdf - Friday February 13, 2026 14:54:49
- [Financial Strength and Stability](#) - 2025 HVC FS Exhibit (Sourcewell).pdf - Tuesday February 10, 2026 07:54:55
- [Marketing Plan/Samples](#) - Marketing.zip - Wednesday February 11, 2026 15:15:24
- [WMBE/MBE/SBE or Related Certificates](#) - Certifications Awards Organizations.zip - Tuesday February 10, 2026 08:19:51
- [Standard Transaction Document Samples](#) - Transaction Document Samples.zip - Thursday February 12, 2026 09:11:50
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Equipment List AND Warranties.zip - Friday February 13, 2026 15:03:52

## 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. - Steve Soller, Dealer Development and Sourcewell Manager, Hi-Vac Corporation

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

Yes  No

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

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

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