MASTER AGREEMENT #021726
CATEGORY: Sewer Vacuum, Hydro-Excavation and Municipal Pumping Equipment with Related Accessories and Supplies
SUPPLIER: Vac-Con, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Vac-Con, Inc., 969 Hall Park Road, Green Cove Springs, FL 32043 (Supplier).

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

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

Article 1:
General Terms

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

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on June 11, 2030, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in #021726 to Participating Entities. In Scope solutions include:

   1. Sourcewell is seeking proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies principally intended or designed for the cleaning of sewer lines, catch basins and storm sewers, or for municipal pumping applications, such as:
      a. Sewer vacuums;
      b. Sewer jetters and rodders;
      c. Hydro or air excavation equipment;
      d. Combination sewer cleaning and hydro-excavation units;
      e. Dewatering, mud, trash, and centrifugal pumps;
      f. Other pumps used in lift station, sewage treatment, water treatment, or water collection facilities; and,
      g. Accessories, supplies and replacement or wear parts related to the respondent's offering of solutions in sub-sections 1. a.- f. above.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

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

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

13) Supplier Representations:

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

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

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

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

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

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

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

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

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by 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	Vac-Con, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Rachel Deel DE02C40EF500448...
By: ____________________	By: ____________________
Jeremy Schwartz	Rachel Deel
Title: Chief Procurement Officer	Title: Sales Administration Supervisor
Date: 6/10/2026 | 3:51 PM CDT	Date: 6/10/2026 | 1:45 PM EDT

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

Vendor Details

Company Name:	VAC-CON, INC.
Address:	969 HALL PARK RD GREEN COVE SPRINGS , FL 32043
Contact:	RACHEL DEEL
Email:	RDEEL@VAC-CON.COM
Phone:	904-529-1315
Fax:	904-284-4200
HST#:	36-3846929

Submission Details

Created On:	Wednesday January 14, 2026 08:40:22
Submitted On:	Tuesday February 17, 2026 13:32:57
Submitted By:	RACHEL DEEL
Email:	RDEEL@VAC-CON.COM
Transaction #:	153f341e-6d06-4d9b-9470-8c411c1919fc
Submitter's IP Address:	147.243.243.115

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.	VAC-CON, INC.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	YES	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	OJGT2	*
5	Provide your NAICS code applicable to Solutions proposed.	423830	
6	Proposer Physical Address:	969 HALL PARK RD GREEN COVE SPRINGS, FL 32043	*
7	Proposer website address (or addresses):	WWW.VAC-CON.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):	RACHEL DEEL, SALES ADMINISTRATION SUPERVISOR, 969 HALL PARK RD, GREEN COVE SPRINGS, FL 32043, RDEEL@VAC-CON.COM, 904-529-1315	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	RACHEL DEEL, SALES ADMINISTRATION SUPERVISOR, 969 HALL PARK RD, GREEN COVE SPRINGS, FL 32043, RDEEL@VAC-CON.COM, 904-529-1315	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	JESSICA MOODY, SALES ASSISTANT, 969 HALL PARK RD, GREEN COVE SPRINGS, FL 32043, JMOODY@VAC-CON.COM, 904-297-1197	*

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

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Since 1986, Vac-Con, Inc. has manufactured more than 10,000 custom-built, truck-mounted machines serving public and private environmental markets around the world. Headquartered in Green Cove Springs, Florida, Vac-Con is one of North America's largest producers of specialized vacuum solutions, including sewer cleaning, hydro-excavation, and industrial vacuum equipment. From day one, Vac-Con's focus has been clear: to design and build the most powerful and reliable machines in the industry. This commitment has driven the company to continually push boundaries through year-after-year innovation. Vac-Con offers multiple product lines including combination machines, jetting units, and hydro-excavators engineered to meet a wide range of demanding applications. In 2012, Vac-Con expanded its capabilities through the acquisition of Vector Technologies, Ltd., a Milwaukee-based leader in trailer-mounted hydro-vacuum excavators, combination vacuum and sewer jetters, and sewer jetting units. For more than four decades, Vector designs have set global standards for reliability and performance across industrial and specialized markets, delivering solutions to organizations of all sizes and applications. This acquisition enabled Vac-Con to offer a complete, industry-leading portfolio of sewer, hydro-excavation, and vacuum equipment in both truck-mounted and trailer-mounted configurations. Vac-Con is driven by a customer-focused philosophy rooted in empowerment and partnership. The company's mission is to support, design, and manufacture innovative vacuum and high-pressure water cleaning solutions that deliver superior performance for municipal, industrial, and utility markets worldwide. In keeping with this customer-centric approach, Vac-Con delivers more than just equipment. Customers benefit from comprehensive product support, dedicated customer service, online training resources, and an extensive network of authorized dealers. Vac-Con employs more than 300 people at its Florida headquarters and an additional 45 employees at its Milwaukee, Wisconsin facility. The company is 100% employee-owned, fostering a highly engaged work environment that emphasizes collaboration, continuous feedback, and around-the-clock innovation and testing. The Florida campus spans 17 acres and includes a newly expanded, 160,000-square-foot manufacturing facility. Here, Vac-Con produces more than 30,000 unique parts used in its machines. This state-of-the-art facility reflects Vac-Con's commitment to continuous improvement and an employee-owner culture built on involvement, advancement, and pride of ownership.	*
12	What are your company's expectations in the event of an award?	As a current Sourcewell contract holder, Vac-Con, Inc. seeks to build upon our proven success by continuing to deliver industry-leading sewer cleaning and hydro-excavation equipment solutions to Sourcewell members nationwide. Vac-Con has established a strong and loyal presence among existing Sourcewell members, and we are committed to expanding that momentum by supporting membership growth through increased awareness, outreach, and engagement. Through enhanced digital marketing initiatives and our long-standing partnership with Sourcewell, Vac-Con will actively promote the value of the contract and the advantages it offers to participating agencies. A newly awarded contract will allow Vac-Con to continue providing members with high-quality, reliable equipment at competitive, contract-preferred pricing. This continued partnership will support Vac-Con's existing municipal customers while expanding our reach into new municipal agencies, as well as creating additional opportunities within the educational and non-profit sectors. Vac-Con remains fully committed to delivering exceptional value, performance, and long-term support to all Sourcewell members.	*

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Vac-Con, Inc. is a financially strong and responsibly managed U.S. manufacturer with 40 years of continuous operation. As a 100% employee-owned (ESOP) company headquartered in Green Cove Springs, Florida, Vac-Con has built a long-term reputation for stability, quality, and performance through disciplined financial management and strategic growth initiatives. While Vac-Con may utilize financing in a prudent and conservative manner for working capital and operational efficiency, the company maintains a strong balance sheet, solid liquidity, and excellent creditworthiness. Vac-Con consistently reinvesting in its facilities, advanced manufacturing technologies, engineering capabilities, and employee development to support continued growth and innovation. To support this application, please see the attached: 1. Bank Reference Letter affirming Vac-Con's strong financial standing and long-standing relationship with its financial institution 2. Annual Report Filing 3.Current Florida Manufacturing/Dealer License Vac-Con's strong cash flow and disciplined financial practices provide the flexibility necessary to fulfill large public-sector contracts and reliably support Sourcewell Members. The company views financial strength not only as a business metric, but as a responsibility to its customers, employee-owners, dealer partners, and public-sector communities.	*
14	What is your US market share for the Solutions that you are proposing?	Vac-Con operates in product categories that are sold primarily to the municipal government market, with a smaller portion of sales serving the commercial market segment. Vac-Con holds an estimated 25% market share, reflecting its position as a market leader known for innovation, operational efficiency, and a diverse, comprehensive product offering. This strong market presence is supported by a broad portfolio of solutions designed to meet the varying needs of municipalities across multiple applications.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Vac-Con's Canadian market share is approximately 9%. The company serves the Canadian market through established dealer partners across both Eastern and Western Canada and continues to focus on expanding its presence nationwide. While navigating ongoing tariff and cross-border trade considerations, Vac-Con remains committed to supporting Canadian municipalities with reliable equipment, strong dealer support, and a comprehensive product lineup, positioning the company for measured and sustainable growth within the Canadian market.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Neither Vac-Con nor Vector has ever petitioned for bankruptcy protection.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer B) Vac-Con, Inc. is a leading manufacturer of a diverse portfolio of sewer cleaning, hydro-excavation, and industrial vacuum equipment. Vac-Con's complete product line is sold, serviced, and supported exclusively through a worldwide network of authorized, independently owned dealers, ensuring local expertise, responsive service, and long-term customer support.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Florida Department of Highway Safety and Motor Vehicles Manufacturer License No. MV-1000409 Dealer License No. MV-1007965 Wisconsin Motor Vehicle Dealer License License No. MV2131"	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Neither Vac-Con, Inc. nor Vector Technologies, Ltd. has ever been subject to suspension or debarment.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Best Combination Truck Product Line In 2024, Vac-Con solidified its position in American infrastructure by winning the ""2024 Equipment & Supplies Brand Survey"" for combination trucks from American Infrastructure magazine, recognizing their role in municipal, construction, and utility projects. Key 2024 highlights included the launch of a 3-yard Non-CDL sewer cleaner for improved, versatile municipal maintenance and the deployment of new CXT hydro-excavation trucks for high-precision, heavy-duty excavation. Best of Clay Vac-Con was named the ""Best Manufacturing Plant"" in Clay County, Florida, by the Clay Today ""Best of Clay"" contest for the third consecutive year. This award highlights Vac-Con's role as a top local employer and contributor to the area's economy, emphasizing their stability, tenure, and community impact."	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 86% of Vac-Con and Vector sales over the past five years have been to the government sector. These customers primarily include municipalities, townships, counties, and state agencies	*
22	What percentage of your sales are to the education sector in the past three years?	Over the past five years, less than 5% of Vac-Con and Vector sales have come from the education sector. Participation in the previous Sourcewell contract contributed to growth in this segment, and Vac-Con anticipates further increasing this percentage with the proposed contract award	*
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?	HGAC Contract: Total sales over the past three years are approximately $4.1 million. Ohio STS Contract: Total sales over the past three years are approximately $1.8 million.	*
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?	Vac-Con does not currently hold any GSA contracts or Standing Offers and Supply Arrangements.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Four Rivers Sanitation Authority, IL 3501 Kishwaukee St, Rockford, IL 61109	Dave Daughenbaugh, Fleet Manager	815-387-7583 DDaughenbaugh@fourrivers.illinois.gov	*
City of Napeville, IL 1200 W Ogden Avenue | Naperville, IL 60563	Jason Tranchitella, Collections and Pumping Supervisor - Department of Public Utilities - Water/Wastewater	630-420-6741 TranchitellaJ@naperville.il.us	*
City of Savannah, GA City of Savannah Utility Services Coastal Georgia Center 305 Fahm Street Savannah, GA 31401	Ervin Williams, Assistant Fleet Director	912-547-5174	*

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.	Vac-Con customers are supported by dedicated internal teams responsible for sales, parts, and service, working in partnership with a worldwide network of exclusive authorized dealers. Vac-Con's internal teams provide critical support to the dealer network through product demonstrations, training, technical troubleshooting, and order fulfillment. All Vac-Con sales, parts, and service representatives are employee-owners of Vac-Con, Inc., ensuring strong product knowledge, accountability, and long-term commitment to customer success. The Vac-Con dealer network serves as the primary customer-facing sales channel and operates as the outward extension of the Vac-Con organization. Each dealer is a contractually exclusive Vac-Con distributor and is fully trained in the sales, service, and maintenance of Vac-Con equipment. Dealers are required to meet defined facility standards and maintain dedicated sales, parts, service, and marketing capabilities to ensure consistent, high-quality customer support. Vac-Con's internal sales organization includes a Vice President of Sales, Sales Administration Supervisor, Sales Administrative Support staff, an Onsite Sales Manager, a Chassis Sales and Logistics Specialist, a Vice President of Marketing, Marketing Manager, and a Multimedia and Graphics Marketing Specialist. Additional regional and external sales support is provided by Regional Sales Managers covering the South, Northeast, Southwest, and West territories, along with two Product Demonstrators and a dedicated Hydro-Excavation Product Specialist.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Vac-Con's dealer network serves as the primary customer-facing sales channel and represents the outward-facing arm of the Vac-Con organization. All dealers are contractually exclusive Vac-Con distributors and are fully trained in the sales, service, and maintenance of Vac-Con equipment. Each dealer is required to meet defined facility standards and maintain dedicated sales, parts, service, and marketing capabilities to ensure a consistently high level of customer service. Please refer to the attached detailed Dealer Network Map and Dealer Location Chart	*
28	Service force.	Vac-Con and Vector maintain dedicated, trained service and parts teams at their headquarters in Green Cove Springs, Florida, and Milwaukee, Wisconsin. Collectively, Vac-Con and Vector employ six Regional Sales Managers, four Product Specialists and Demonstrators, and seven Service Office staff members who provide service and technical support throughout North America. The Vac-Con and Vector direct service organization consists of seven factory service technicians, supported by a parts and shipping department with twelve representatives responsible for fulfilling parts orders for the dealer network. Vac-Con's dealer network provides nationwide coverage across all 50 states through 30 exclusive dealerships. Each dealership maintains service personnel and administrative support staff to coordinate and process service and parts support for end users. In addition to factory-provided assistance, dealers are required to operate service and repair facilities and maintain an inventory of parts to support timely order fulfillment. Depending on territory size and dealer capacity, dealerships typically employ between two and fifteen associates within each department, including sales, service, and parts. Please refer to the attached dealer listing for details regarding the number of direct service technicians assigned to each location.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The Member or authorized dealer will contact Vac-Con directly for initial information, contract inquiries, and quotation requests. Vac-Con will provide the Member and/or dealer with a quotation that complies with all Sourcewell contract requirements, including applicable terms and conditions. The Member will issue a Purchase Order directly to Vac-Con. Vac-Con will manufacture the customer's equipment and ship the unit to the local authorized dealer for pre-delivery inspection and testing. The dealer will then deliver the unit to the Member, provide operator training as required, and support the delivery process. Vac-Con will invoice the Member directly for the equipment. The authorized dealer will receive the proceeds of the sale within their assigned territory, supporting active dealer participation in the contract. In instances where an authorized dealer sells a stock unit directly to a Member, Vac-Con will provide written ONE-TIME authorization letter including the quote number and date, allowing the dealer to receive the Purchase Order directly. This process ensures accurate and compliant sales reporting when a dealer receives a Purchase Order from the Member. Vac-Con will serve as the primary coordinator and single point of accountability for all Sourcewell contract sales and will report all required sales activity to Sourcewell in accordance with contract requirements.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Sourcewell Members seeking customer service or technical support are encouraged to contact their local authorized Vac-Con dealer as the first point of assistance. Vac-Con dealers are required to maintain an inventory of commonly needed parts to ensure prompt response to customer needs and are staffed with factory-trained service technicians qualified to support Vac-Con equipment. Vac-Con expects its authorized dealer partners to respond promptly to warranty, service, and parts-related matters, with corrective action or next-step resolution typically initiated within 12 to 24 hours. In addition, Vac-Con's factory service teams are available 24 hours a day, seven days a week to support troubleshooting and repair efforts when escalation is required. For cases requiring factory intervention, Vac-Con maintains a targeted case-closure timeframe of five days or less.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	A core component of Vac-Con's mission is the development and delivery of innovative vacuum and high-pressure water cleaning solutions designed to provide superior performance for municipal applications. As a U.S.-based manufacturer with the majority of its sales originating from municipal customers across the United States, Vac-Con is committed to delivering reliable equipment, responsive service, and readily available parts tailored to this market segment. Vac-Con's exclusive authorized dealer network supports this commitment by facilitating the procurement process, fulfilling customer orders, and providing ongoing service and parts support within their designated territories.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vac-Con is committed to the design, manufacture, and long-term support of innovative and reliable equipment for customers worldwide. With two highly capable authorized dealerships providing coverage throughout Canada, along with Vac-Con's established market presence and longstanding customer relationships, the company is well positioned to support sales and ongoing service within the Canadian market. In addition to dealer support, Vac-Con employs two dedicated Regional Sales Managers who provide oversight and assistance for sales, service, and parts operations across the Canadian territories. This regional support is further supplemented by Vac-Con's internal sales and support teams based at its headquarters.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Vac-Con anticipates no limitations in its ability to provide high levels of sales and service support across all geographic regions within the United States and Canada.	*
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.	Vac-Con is prepared to fully support all entity sectors represented by Sourcewell Members.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions on sales, service, or support to Hawaii, Alaska, or U.S. territories, other than standard shipping timeframes and associated freight costs. All quotations will clearly identify any additional shipping-related expenses prior to a member issuing a Purchase Order, ensuring full transparency and no unexpected fees after the sale.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	If there are special terms required, these will be discussed on individual basis with the customer.	*

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.	Vac-Con, Inc. will provide comprehensive training for its internal sales team and authorized dealers with the support of the Contract Administrator and Sourcewell resources. Vac-Con will leverage Sourcewell's available staff when needed and extensive vendor support materials to ensure consistent understanding and effective promotion of the contract. Training will be delivered through a combination of group sales schools and one-on-one virtual sessions. Vac-Con Regional Sales Managers are also educated on the processes and requirements ensuring our dealers sales teams follow the correct purchasing path. Vac-Con takes a proactive and highly visible approach to marketing Sourcewell. Sourcewell logos are incorporated into Vac-Con product brochures and featured prominently on the company's website, including direct links to Vac-Con's dedicated Sourcewell contract landing page. Vac-Con is committed to ensuring customers immediately recognize Vac-Con as a proud Sourcewell contract holder and understand how they can benefit from the contract, whether they are existing Sourcewell members or considering membership. To further promote participation, Vac-Con will display Sourcewell-branded graphics and banners at applicable trade shows and industry events. To help get the most out of our Sourcewell partnership, Vac-Con will encourage our sales team and dealer representatives to attend regional Sourcewell training sessions and actively connect with their assigned Vendor Support Manager. This helps ensure members receive timely, accurate information and have a clear understanding of the benefits of the Sourcewell cooperative purchasing process.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vac-Con, Inc. maintains a comprehensive digital marketing strategy designed to actively engage dealers, existing customers, and prospective customers across municipal, industrial, and utility markets. The primary objectives of Vac-Con's digital marketing initiatives are to strengthen brand awareness, generate qualified leads, and drive meaningful traffic to the company's website. Vac-Con utilizes a multi-channel digital approach that includes social media platforms such as Facebook, LinkedIn, and Instagram, with LinkedIn serving as the company's most robust and targeted platform. Through consistent delivery of relevant, engaging content and strategic outreach, Vac-Con is able to communicate directly with decision-makers at municipalities, counties, and government agencies in a professional and informative manner. Vac-Con recently launched a new, enhanced website that significantly improves lead visibility, tracking, and responsiveness. The updated platform allows Vac-Con to better manage incoming inquiries, route leads efficiently, and support faster follow-up, resulting in improved customer engagement and a more streamlined path from initial interest to purchase. To further support lead generation, Vac-Con utilizes a comprehensive search engine optimization (SEO) strategy focused on high-value industry keywords and specific applications, including combination machines, hydro-vacuum excavation, sewer cleaning, and industrial vacuum solutions. SEO performance is measured through year-over-year increases in website traffic and the number of qualified leads generated through the website and web-based applications, with continuous refinement to expand reach and effectiveness. Vac-Con also maintains an active email marketing program managed by the internal marketing team. This program reaches more than 2,000 dealers and customers and delivers monthly communications highlighting new products, programs, contract opportunities, and company updates. Campaign effectiveness is measured through open rates, click-through rates, and lead conversions, with the distribution list continuing to grow through website engagement, social media activity, and in-person industry events.	*

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	The Sourcewell marketing model has proven to be an effective and impactful strategy for Vac-Con, Inc., by growth of Sourcewell contract sales over time. Vac-Con's approach to contract longevity is service-driven, with a strong emphasis on responsiveness, education, and customer support. Vac-Con anticipates continued engagement through trade shows, "Getting to Know You" events, Sourcewell University programming, and other collaborative initiatives. When in-person interaction is limited, Vac-Con continues to leverage Sourcewell's educational webinars and digital resources to maintain continuity and engagement. Vac-Con is firmly committed to the Sourcewell cooperative purchasing model and views it as a key component of the future of public-sector procurement. To support this commitment, Vac-Con places heavy emphasis on educating both its internal sales teams and its dealer network through Vac-Con University and Sales School programs, structured one-on-one meetings with dealer leadership, and regular Regional Sales Manager compliance and alignment meetings. These initiatives are designed not only to ensure proper contract usage and compliance, but also to expand awareness of the Sourcewell offering, reach new municipal and public-sector customers, and increase utilization of the contract over its full term. Vac-Con has also established dedicated Sourcewell-focused sessions at its National Dealer Meetings, providing structured training on effectively selling through the Sourcewell contract, interactive question-and-answer discussions, and real-world insights from dealers who have achieved measurable success using the cooperative purchasing model. In addition, Vac-Con actively utilizes the tools, training, and marketing resources made available through Sourcewell to further support dealer compliance, customer education, and market expansion. Vac-Con has fully leveraged the flexibility of the Sourcewell contract structure, and it has become standard practice for many Vac-Con dealers to lead the purchasing process using this cooperative solution. Senior management from Vac-Con participates annually in the H2O Conference, reinforcing leadership-level engagement and a sustained focus on growing the customer base and contract participation throughout the life of the Sourcewell agreement.	*
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.	The products represented in this response are not well suited for e-procurement. All products are custom-built to order and involve a high degree of configuration and specification variability.	*

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.	Vac-Con, Inc. offers multiple training resources at no cost to support operators in gaining a thorough understanding of equipment operation and maintenance. Vac-Con's online training portal, hosted on the company website, provides foundational instruction on truck models, system components, and key functions. Learner comprehension is reinforced through knowledge checks and quizzes at the conclusion of each course. Upon successful completion, participants receive a certificate of completion. The training portal was developed with input from Vac-Con's customer service, parts, sales, and marketing teams to ensure the content is accurate, practical, and comprehensive. The program also includes instructional videos that support the curriculum and enhance the overall learning experience. In addition to online training, Vac-Con's authorized dealers are equipped to provide hands-on, in-person training at the time of unit in-service and beyond. All new equipment deliveries include the option for hands-on operator training, with additional training sessions available through the servicing dealership as needed.	*

42	Describe any technological advances that your proposed Solutions offer.	The new Vac-Con Hybrid Aeroboost® with Quiet Drive system combines the best features of Vac-Con's Aeroboost fan technology and the proven Vac-Con classic 3-stage fan design. This proprietary system utilizes a hydrostatic and auxiliary drive configuration to power both the vacuum and water systems, significantly reducing noise levels and overall fuel consumption without sacrificing performance. The Hybrid Aeroboost fan is engineered to optimize airflow balance, reducing turbulence while improving efficiency and increasing usable power for consistent, high-performance operation. Vac-Con also offers a new Advanced Controls option featuring dual joysticks, allowing simpler, more intuitive operation, precise control of multiple functions, and reduced operator fatigue. The CAN bus system includes self-diagnostic capabilities that notify the operator of system issues and assist with troubleshooting, helping minimize downtime. The system is supported by Vac-Con's DI4 monitor, which allows Vac-Con to upload how-to and training videos directly to the machine for operator reference. The DI4 monitor also provides digital readouts of vacuum time, water time, water tank capacity, hose length counter, and diesel and gasoline usage, giving operators clear visibility into machine performance and utilization. Vac-Con's CAN bus operating system is designed to enhance operator usability, ergonomics, and overall efficiency by centralizing control of all vacuum, water, hydraulic, and engine functions at the front operating station. The standard configuration utilizes a single joystick capable of controlling up to 20 different machine functions. Vac-Con's new below-grade boom design drops down up to 45 percent lower, improving ease of use for the operator and reducing the need to stack multiple vacuum tubes. This enhances ergonomics, speeds setup, and improves overall jobsite efficiency. The PRO-Reel® 2.0 hose control system provides advanced hose reel automation, allowing operators to record and store job parameters such as hose payout footage, job locations, and special instructions for future use. The system automatically manages hose payout and retrieval, reducing physical strain on the operator while increasing productivity. Operational data may be recorded to a USB drive or maintained through daily logs, with MS Excel–compatible data exports available. The PRO-Reel system is available in English, Spanish, and French.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Vac-Con, Inc. integrates waste reduction and environmental protection principles into its day-to-day manufacturing operations. In compliance with applicable Department of Environmental Protection regulations, Vac-Con is classified as a Low Quantity Waste Generator, a designation the company actively maintains as a key performance objective. Vac-Con operates a comprehensive, campus-wide recycling program that includes cardboard and scrap metal. In addition, paint waste is minimized through an on-site distillation process, allowing materials to be reused and further supporting the company's ongoing Low Quantity Waste Generator status. Vac-Con products are engineered with environmental responsibility in mind. The company's equipment is designed to support proper sanitation and hygiene standards, helping communities worldwide maintain clean and safe infrastructure. The hydraulic system on our combination machine features a new pressure-compensated pump that remains in standby mode and produces oil flow only when needed. This design reduces wasted energy and can save up to five gallons of fuel during a typical workday. The system delivers maximum flow at full system pressure, allowing multiple functions to be operated simultaneously while providing smoother, more controlled operation.	*
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.	FMC Water Pump attached Giant Water Pump attached John Deere Auxiliary Engine Attached PSI Auxiliary Engine Attached Sherwin Williams Paint	*

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?	As a company, Vac-Con, Inc. is 100% employee-owned through an Employee Stock Ownership Plan (ESOP) facilitated by its parent company, Holden Industries, Inc.. This ownership structure empowers every employee-owner to have a direct and meaningful impact on daily operations, product development, and long-term company value. As stakeholders in the business, Vac-Con employee-owners are highly motivated to deliver best-in-class solutions, knowing that the company's reputation, performance, and success are directly tied to their ownership, distinctly setting Vac-Con apart from publicly traded or privately held competitors. Vac-Con has long been recognized as an industry leader in fan system design and performance. The Hybrid Aeroboost 3-Stage Fan, paired with Vac-Con's Quiet Drive system, represents one of the most advanced and efficient fan technologies available in the market today. This highly engineered system delivers measurable performance advantages, including up to 44% fuel savings, a 43% reduction in vacuum system operating RPM, a 25% increase in airflow, 16–30% increased horsepower, an 8% reduction in noise levels, and a 5% increase in overall vacuum pressure, all contributing to improved efficiency, durability, and operator experience. Vac-Con's latest combination machine platform sets a new benchmark in combination unit performance and capability. This platform incorporates Vac-Con-exclusive technologies such as the Aeroboost fan and Quiet Drive system, enhanced filtration systems, and new operating system, delivering optimized performance, control, and reliability across a wide range of applications. A key differentiator for Vac-Con is its comprehensive equipment portfolio, which includes combination machines, hydro-excavation units, and jetting equipment. Units are available in skid-mounted, trailer-mounted, and truck-mounted configurations, with a broad selection of optional components that allow each system to be tailored to specific customer requirements. As a true custom manufacturer, Vac-Con builds each unit to align with the customer's operational needs, job conditions, and performance expectations. Vac-Con is also the only manufacturer to offer a dual-engine combination machine, providing enhanced operational efficiency, safety, and reliability. The dual-engine design enables independent control of the vacuum and water systems, simplifying sewer cleaning operations while reducing overall wear on the chassis engine. This efficient configuration allows the chassis engine to drive the vacuum system, whether a 3-stage fan or positive displacement blower, resulting in fuel savings and reduced long-term maintenance.	*

46	Describe any product or equipment features that improve operator safety.	Operator safety is a foundational element of Vac-Con product design. Vac-Con incorporates multiple engineered components and operational features that allow operators to work on and around the equipment in a safe and controlled manner, minimizing exposure to risk while maintaining productivity. Key safety-focused features include: PRO-Reel – Allows operators to control hose reel operations from the side of the unit, positioning them safely away from active traffic lanes. The PRO-Reel's camera system and extended coverage enable precise alignment with the manhole without requiring repeated entry and exit from the cab. This reduces operator exposure to traffic, minimizes unnecessary movement around the vehicle, and lowers the risk of injury associated with climbing in and out of the truck multiple times during setup and operation. Power Level Wind Guide – An automated system that guides the jetting hose out of the manhole, reducing the need for operators to reach into or around the opening during operation. Outrigger Leg Magnet – A magnetic assist mounted on the hose reel that aids in lifting service access lids, helping reduce the risk of injury associated with handling heavy objects. Grate Lifting Hook System – Utilizes the boom to remove storm drain grates, eliminating the need for manual lifting and reducing the potential for operator strain or injury. Wireless Remote with Emergency Stop (E-Stop) – Enables wireless operation of the unit, reducing manual handling of equipment. The integrated E-Stop allows for immediate shutdown of all functions in the event of an emergency. Quiet Drive – Reduces operational noise levels by approximately 8%, allowing operators to better hear instructions, warnings, and surrounding activity while the machine is in use. Water Tank Placement – Designed with the lowest center of gravity in the industry, helping to prevent top-heavy conditions and reduce the risk of vehicle rollover. Vac-Con units are operated from the front of the vehicle using either hardwired controls or wireless remotes. This configuration places the entire truck between the operator and oncoming traffic, significantly enhancing operator safety during roadside operations. Additionally, the remote transfer case engagement is located at the front hose reel, allowing operators to control functions typically managed from inside the cab. This feature enables the engine to be started and stopped and the transfer case to be engaged or disengaged from outside the vehicle, reducing the need for repeated entry and exit from the cab. Limiting operator footsteps and movement helps lower the risk of slips, falls, and related injuries. For added protection, Allison Automatic Neutral and Rang.	*
47	Describe any product or equipment innovations that increase uptime and operator productivity.	Vac-Con's Hybrid Aeroboost® system combines the best attributes of the traditional 3-stage fan and advanced drive configurations to deliver powerful vacuum performance with improved efficiency. The system reduces fuel consumption, lowers overall operating stress on components, and minimizes noise, contributing to longer service intervals and increased daily productivity. Vac-Con products are engineered with accessible, modular layouts that allow critical components such as pumps, valves, and hydraulic systems to be serviced quickly. Simplified access reduces diagnostic time and shortens repair cycles, allowing fleets to return to service faster. Vac-Con integrates operator-friendly controls and logical system layouts that reduce training time and improve operational confidence. Clear system feedback and streamlined controls help operators complete tasks efficiently while minimizing misuse that can lead to downtime. Vac-Con designs units with routine maintenance in mind, providing easy access to grease points, filters, and inspection areas. This encourages consistent preventative maintenance practices, reducing unexpected failures.	*

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 re-sellers if available. Select all that apply.		◉ Yes ○ No	Most of the local dealers that will be involved in this process are SBE, MBE, WMBE, HUBZone or Veteran owned businesses. The actual participation of each will be dicated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed.	*
49		Minority Business Enterprise (MBE)	◉ Yes ○ No	Yes, local dealers participating in this process are Small Business Enterprises (SBE), Minority Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), or Veteran-owned businesses. Dealer participation is determined by the customer's delivery.	*
50		Women Business Enterprise (WBE)	◉ Yes ○ No	Yes, local dealers participating in this process are Small Business Enterprises (SBE), Minority Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), or Veteran-owned businesses. Dealer participation is determined by the customer's delivery.	*
51		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A	*
52		Veteran-Owned Business Enterprise (VBE)	◉ Yes ○ No	Yes, local dealers participating in this process are Small Business Enterprises (SBE), Minority Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), or Veteran-owned businesses. Dealer participation is determined by the customer's delivery.	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	N/A	*
54		Small Business Enterprise (SBE)	◉ Yes ○ No	Yes, local dealers participating in this process are Small Business Enterprises (SBE), Minority Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), or Veteran-owned businesses. Dealer participation is determined by the customer's delivery.	*
55		Small Disadvantaged Business (SDB)	◉ Yes ○ No	Yes, local dealers participating in this process are Small Business Enterprises (SBE), Minority Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), or Veteran-owned businesses. Dealer participation is determined by the customer's delivery.	*
56		Women-Owned Small Business (WOSB)	◉ Yes ○ No	Yes, local dealers participating in this process are Small Business Enterprises (SBE), Minority Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), or Veteran-owned businesses. Dealer participation is determined by the customer's delivery.	*

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.	Payment terms are Net 30 days, unless alternative terms are agreed upon in writing prior to purchase on a case-by-case basis. Vac-Con accepts payment by check (mailed), ACH transfer, and wire transfer.	*

58	Describe any leasing or financing options available for use by educational or governmental entities.	Vac-Con, Inc. offers municipal and non-profit leasing options through qualified third-party vendors when there is member interest. While Vac-Con does not quote or set leasing rates or terms, this financing option is available to members as a convenience.Vac-Con will coordinate with other Sourcewell-awarded vendors, such as NCL, or with any leasing agency selected by the member, to facilitate the leasing process.	*
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.	Vac-Con, Inc. will use a standard quote document to price each item for Sourcewell members. A representative example is attached.	*
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?	Vac-Con, Inc. does not accept P-Card payments, as the typical transaction values do not align with this payment method. Some authorized Vac-Con dealers may allow P-Card payments for parts, service, or dealer-held inventory purchases. In these cases, payment is made directly to the dealer. Acceptance of P-Card procurement is at the individual dealer's discretion, and some dealers may accept this method without additional fees. Certain dealers may impose transaction limits on P-Card payments.	*
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.	Vac-Con, Inc.'s offer to Sourcewell members is structured as a percentage discount off the manufacturer's list price for all items included in this proposal. The applicable discount is calculated as a percentage reduction from the base model unit price. Vac-Con typically mounts its equipment on commercial truck chassis (excluding trailer-mounted units). To provide members with added convenience and the most competitive pricing, Vac-Con supplies the truck chassis at no profit or as a pass-through cost to the member. This approach allows members to benefit from quantity discounts negotiated by Vac-Con with chassis manufacturers. Vac-Con purchases "pool" truck chassis at substantial volume discounts and passes those savings directly to the member. Additionally, Vac-Con allows members to supply their own chassis for body mounting, providing further flexibility to meet individual procurement preferences and operational requirements.	*
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.	Vac-Con is offering a 10% discount off base unit pricing for Dual Engine and Single Engine Combination Sewer Cleaners, Sewer Cleaner models, XCavator, XT, and Hydrovac hydro-excavation models, as well as all refurbishment pricing. A 5% discount off base unit pricing is offered for HotShot sewer jetters, 3-yard sewer combination units, VecJet jetters, Neptune sewer combination units, Mudslinger hydro-excavation units, and VecLoader industrial vacuum trailers. In addition, Vac-Con offers a 5% accessory parts discount when the member is purchasing accessories only (not a complete unit) and the Purchase Order total exceeds $15,000.00. All qualifying Purchase Orders must clearly include the Sourcewell Member Number.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	Vac-Con offers additional volume-based discounts for qualifying purchases. An additional 3% discount off the already discounted base unit price will apply to a single Purchase Order that includes four (4) or more units. Vac-Con does not offer any rebate programs at this time.	*
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.	It is Vac-Con, Inc.'s intent to include all items listed on its standard commercial price lists. Vac-Con recognizes that, from time to time, members may have individual requirements for items not currently listed. When possible, Vac-Con will support Sourcewell members by providing items specific to their needs. Such items will be priced at 20% above cost. Prior to accepting an order involving open-market or sourced goods requested by a Sourcewell member, Vac-Con will review item availability, confirm pricing, and discuss applicable details with the member. Any available cost documentation for these items will be provided on an individual basis.	*

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.	Freight and Delivery Freight charges will be prepaid and added to the member's quote and final invoice. Smaller items are typically shipped via UPS; however, other freight carriers such as FedEx, DHL, or common carriers may be used depending on shipment requirements, including truck freight. All freight charges are passed through at actual cost, and Vac-Con does not apply any markup. Minimal handling fees may apply when special packaging is required. Members will be notified of any applicable handling charges prior to order placement. Federal Excise Tax (FET) Federal Excise Tax is required by law on truck-mounted units with a Gross Vehicle Weight Rating (GVWR) exceeding 33,000 lbs. When applicable, this tax will appear as a separate line item on the invoice and will be remitted directly to the Internal Revenue Service. The current tax rate is 12%. Most municipal and non-profit entities are exempt from Federal Excise Tax. If a valid exemption certificate is provided, Vac-Con will not collect this tax. Mounting Fees Mounting fees cover the cost associated with installing the equipment body onto the designated truck chassis or trailer. Federally Mandated Items Pricing included in this proposal reflects all federally mandated items in effect at the time of submission. Should new federal mandates be enacted after the proposal date, any costs incurred to comply with those requirements will be passed through to the member. Applicable costs will be disclosed prior to the issuance of a Purchase Order. These charges most commonly relate to future regulatory requirements, such as changes to federal emissions standards.	*
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.	All freight charges are prepaid for convenience and added to the member's quotation. Members may alternatively elect to pick up equipment directly from the factory or arrange delivery through a third-party carrier of their choice. Freight charges applied by Vac-Con are pass-through costs only. Vac-Con has negotiated volume-based shipping rates and passes those savings directly to members. Most equipment offered is custom-built to customer specifications. For units ordered on stock chassis or customer-supplied chassis, anticipated delivery is approximately 90–120 days from receipt of the order or chassis. Units ordered on special-order chassis have an estimated delivery timeframe of 120–180 days from order receipt; however, actual delivery timing may vary depending on chassis manufacturer availability and production backlogs. Delivery of truck-mounted units will be prepaid and included on the member's quotation and final invoice. Both drive-away services and common carriers may be utilized as appropriate. The actual cost of delivery services will be passed through to the customer without markup.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and delivery charges for Canada, Alaska, Hawaii, and other offshore locations follow the same delivery structure outlined for the contiguous United States. Freight charges to the designated port location will be calculated using the same methodology. If a customer requests delivery via ocean transport arranged by Vac-Con, Vac-Con will pass through the negotiated ocean freight rates at cost to the member. In many cases, customers in these locations maintain their own negotiated agreements with ocean freight carriers. When this applies, Vac-Con will coordinate delivery of the equipment to the customer's designated port and provide all required shipping documentation. Vac-Con is committed to delivering equipment in accordance with customer specifications and ensuring customer satisfaction upon delivery.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As noted above, Vac-Con passes through negotiated, competitively bid freight pricing directly to customers. Many Vac-Con dealers maintain units in inventory, allowing members to purchase in-stock equipment to reduce delivery timelines and, in some cases, take advantage of more favorable pricing on prior model-year inventory.	*

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.	Due to the structure of the proposed contract representation, Vac-Con incorporates an automated internal audit and tracking process to ensure accurate accounting of all Sourcewell contract sales. As the single source for Sourcewell quotations, Vac-Con is able to capture and record all required contract information at the time of order, eliminating the need to reconcile multiple reports from individual dealerships after the fact. Vac-Con prepares all Sourcewell-compliant quotations in accordance with contract guidelines. Each quotation clearly identifies the applicable Sourcewell contract number. Upon receipt of a Purchase Order, Vac-Con requires the contract number to be referenced, ensuring clear identification of the transaction as a Sourcewell contract sale for all internal stakeholders. Orders are recorded and tracked at the time of entry and are accounted for within Vac-Con's Sourcewell sales reporting system, allowing quarter-end reporting to be completed accurately and on schedule, without the need for post-period data collection. As an additional verification measure, when Vac-Con receives payment for a unit, the contract used for the purchase is confirmed to ensure correct accounting and reporting of the sale at a secondary level.	*
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.	Vac-Con maintains all sales activity within a comprehensive CRM platform (Salesforce), enabling both sales and marketing teams to accurately track units sold through the Sourcewell contract and analyze related performance metrics. Sales activity is reviewed and reported on a quarterly basis, with results shared internally and with regional sales teams to evaluate dealer engagement and regional performance. Vac-Con actively encourages participation in the Sourcewell contract and recognizes dealer performance annually based on contract activity and engagement. This approach reinforces dealer involvement and supports consistent contract utilization. Vac-Con places a strong emphasis on meeting the needs of Sourcewell Members by ensuring its products align with customer demand. Sales performance is reviewed on both a quarterly and annual basis to monitor growth trends and identify opportunities for improvement. Where appropriate, Vac-Con responds to regional performance variations through targeted dealer training and participation in Sourcewell-hosted training programs. Vac-Con anticipates year-over-year sales growth and supports this objective through a structured annual marketing plan. This plan is designed to maximize outreach to potential customers, including Sourcewell Members, and to support sustained growth under the contract.	*
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.	Vac-Con proposes an administrative fee of 1%. This fee will be calculated based on the Member purchase price, excluding chassis cost, applicable sales tax, and dealer preparation and delivery fees.	*

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.	Vac-Con fully recognizes the value of the national Sourcewell contract and, as such, provides the best available discounts to Sourcewell Members.	*

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.	Vac-Con Combination Jet/Vac Machines Vac-Con offers a comprehensive line of dual-engine and single-engine combination jet/vac machines designed to support a wide range of municipal and industrial cleaning applications. These units are available with multiple vacuum system configurations, including two- and three-stage centrifugal fan systems as well as various positive displacement blowers to meet differing performance requirements. Water jetting systems range from 15 gallons per minute up to 120 gallons per minute, with operating pressures from 1,500 PSI to 4,000 PSI. Units are offered in a variety of configurations with debris tank capacities ranging from 3 cubic yards to 16 cubic yards and water tank capacities from 200 gallons up to 1,500 gallons. Vac-Con also offers numerous patented optional features to enhance operational efficiency, safety, and performance. Recycler Combination Machines Vac-Con combination machines are available with an integrated recycler system that allows recovered debris tank water to be reused in place of fresh water. This significantly reduces overall water consumption and supports sustainability initiatives while allowing continued operation in locations where access to fresh water is limited or unavailable. Recycler-equipped units retain full functionality as standard combination jet/vac machines while offering the added benefit of water reuse. Neptune Trailer-Mounted Combination Units The Neptune is a trailer-mounted or skid-mounted combination jet/vac machine designed to deliver strong performance in a compact and portable footprint. It is available with either a 535- or 845-gallon debris tank and 225- or 325-gallon water tank capacity. This unit is well suited for schools, colleges, municipalities, and smaller local governments requiring a versatile combination machine with easy transport and deployment. Vac-Con Jet-Only Machines Vac-Con offers a full range of jet-only machines to meet varying capacity and mobility needs: VJ 375: Single-axle trailer-mounted unit with 375 gallons of water VJ 750: Tandem-axle trailer-mounted unit with 750 gallons of water VJT 1500: Truck-mounted enclosed jetter unit with 1,500 gallons of water Hot Shot: Truck chassis-mounted jetter offering up to 2,500 gallons of water capacity, ideal for large sewer and pipeline jetting and cleaning applications Vac-Con Hydro-Excavation Machines Vac-Con's Mudslinger® line of hydro-excavation equipment is designed to support a wide range of excavation and utility locating applications: Mudslinger MS: Trailer- or skid-mounted unit available with 535- or 845-gallon debris tanks and 225- or 325-gallon water capacity; functions as a standalone unit or as a complement to additional excavation equipment. Mudslinger MST: Chassis-mounted unit available on an F-650 (26,000 lb GVWR) or larger chassis, offered with 535- or 845-gallon debris tanks and 225- or 325-gallon water capacity in a compact configuration. CXT: Legacy Vac-Con chassis-mounted hydro-excavation machine available with debris tanks ranging from 3 to 16 cubic yards and water capacities from 800 to 1,300 gallons. EXT: Heavy-duty hydro-excavation unit featuring a 12-yard debris tank and 1,500 gallons of water, with an enclosed operator station and insulated water system designed for harsh weather and cold-climate operation. Vector industrial vacuum units are high-vacuum, high-volume material conveying systems designed for demanding industrial cleaning and recovery applications. Known for their rugged durability and straightforward operation, Vector units are used worldwide in shipyards, mines, mills, manufacturing plants, oil and gas fields, refineries, rail yards, construction sites, infrastructure remediation, hazardous material recovery, demolition operations, commercial roofing, abrasives, coatings, and related industries. Units are available in both trailer-mounted and skid-mounted configurations. Vac-Con offers refurbishment packages for existing Vac-Con equipment at multiple levels, including Bronze, Silver, and Gold options. These programs allow customers to extend the service life of their equipment when budget constraints do not allow for full replacement. All refurbishment work is performed at Vac-Con's manufacturing facility in Green Cove Springs, Florida. Accessories, Wear Parts, and Available Inventory A full catalog of accessories, camera systems, pumps, nozzles, cutters, wear parts, and consumables is available. Dealer-stocked demonstrator units and reconditioned equipment are also offered, providing cost-effective solutions for budget-conscious Members or those requiring immediate delivery without new-build lead times.	*
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The Vector VecLoader product line aligns with industrial vacuum equipment classifications, including hazardous materials collection and HEPA filtration equipment categories.	*

75	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic locations covered.	Each new Vac-Con unit is backed by a one-year factory warranty covering defects in materials and workmanship. Extended factory warranty periods apply to select components, including vacuum fans which is 5-times greater then other standard warranties in the market, auxiliary engine water pump drive components, debris tanks, and water tanks. These warranties cover parts and labor associated with material defects and workmanship. Warranty document attached Extended multi-year warranties are available for purchase at a pass-through cost for eligible OEM components when the machine is originally purchased. Vac-Con does not impose usage restrictions on its warranties; coverage is based on time from customer acceptance rather than hours of operation. Warranty coverage is typically administered through the customer's local authorized Vac-Con dealer. In most cases, customers will bring their unit to the local dealer for warranty repairs. Travel time and mileage may be considered for warranty coverage under exceptional circumstances and are reviewed on a case-by-case basis. Vac-Con's exclusive dealer network and authorized service partners provide maintenance and service coverage throughout all sales territories. There are no geographic areas within the United States or Canada that Vac-Con is unable to support. Components purchased from third-party manufacturers are covered under the applicable warranty of the Original Equipment Manufacturer (OEM). Vac-Con will assist customers in coordinating service with these OEMs as needed. Components typically covered under OEM warranties include auxiliary engines, water pumps, positive displacement blowers, chassis components, and engines. Vac-Con's OEM partners maintain dealer representation throughout the United States and Canada. If a customer's authorized dealer is not reasonably accessible, Vac-Con can provide direct technical support and parts assistance. This type of warranty service must be approved by Vac-Con prior to work being performed. In such cases, the customer may contact a Vac-Con Warranty Specialist to report the issue and receive written authorization for warranty work. Any required defective parts must be returned as instructed, and a labor credit may be issued at the current dealer warranty labor rate, which may be applied toward future parts purchases.	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
76	Sewer vacuums	(●) Yes ( ) No	Models offered in the category are Dual Engine Combo, Single Engine Combo, Non-CDL 3yd Combo and Neptune trailer	*
77	Sewer Jetters and Rodders	(●) Yes ( ) No	Model offered in this category are HotShot high pressure sewer jetter truck, VJT1500 Enclosed Jetter Truck and out VecJet high pressure trailers VJ375 and VJ750	*
78	Hydro or Air Excavation Equipment	(●) Yes ( ) No	Models offered in this category are CXT Xcavator, EXT Hydrovac, MXT, Mudslinger trailers MS500 and MS800	*
79	Combination Sewer Cleaning and Hydro-Excavation units	(●) Yes ( ) No	Models offered in the category are Dual Engine Combo, Single Engine Combo, Non-CDL 3yd Combo and Neptune trailer	*
80	Dewatering, Mud, Trash, and Centrifugal Pumps	(●) Yes ( ) No	Available as options on Dual Engine, Single Engine Combination Machine and Hydrovac Machines.	*
81	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	(●) Yes ( ) No	Available as options on Dual Engine, Single Engine Combination Machine, Non-CDL 3YD and Neptune trailer.	*
82	Accessories, supplies, and replacement or wear parts related to the offerings above	(●) Yes ( ) No	All of these are offered with a 5% discount, excluding options on whole goods.	*

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - VACCON Pricelist Sourcewell RFP 021726.xlsx - Monday February 16, 2026 10:59:46
- Financial Strength and Stability - Financial Strength and Stability.zip - Tuesday February 17, 2026 12:52:55
- Marketing Plan/Samples - Marketing Plan.zip - Tuesday February 17, 2026 08:58:49
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - QUOTE EXAMPLE.pdf - Monday February 16, 2026 11:15:20
- Requested Exceptions (optional)
- Upload Additional Document - Additional Documents.zip - Tuesday February 17, 2026 12:53:39

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. - Rachel Deel, Sales Administration Supervisor , Vac-Con, Inc.

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sewer_Vacuum_RFP_021726 Tue February 3 2026 04:13 PM	☑	1