

**MASTER AGREEMENT #021726**

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

SUPPLIER: Vactor Manufacturing, LLC (A subsidiary of Federal Signal Corporation)

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Vactor Manufacturing (**A subsidiary of Federal Signal Corporation**), with its principal place of business at 1621 S. Illinois St., Streator, IL 61364 (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.

Supplier Warrants. In addition to its Standard Warranty, Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances.

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

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

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

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending

Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags (other than the American flag) 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 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.

~~Participating Entities must indemnify, defend, save, and hold Supplier and its affiliated entities harmless from any claims or causes of action, including attorneys' fees incurred by Supplier arising out of any negligent act or omission in the use, maintenance, or modification of any parts or equipment purchased from Supplier, or the training of Participating Entities' employees in the use of any parts or equipment purchased from Supplier.~~

- 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. During the term of this Master Agreement,** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

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

insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

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

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

021726-ELG

Sourcewell

Signed by:

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 8/26/2026 | 11:13 AM CDT

Vactor Manufacturing, LLC (a subsidiary of
Federal Signal Corporation)

Signed by:

8B6B51224DD74E5...

By: _____

Nickolaus Johanson

Title: Sales and Operations Administrator

Date: 8/25/2026 | 2:25 PM CDT

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

Vendor Details

Company Name: Elgin Sweeper Company

Does your company conduct business under any other name? If yes, please state: Elgin Sweeper

Address: 1300 W Bartlett Rd
Elgin, IL 60120

Contact: Nickolaus Johanson

Email: NJohanson@elginsweeper.com

Phone: 404-434-1456

HST#:

Submission Details

Created On: Tuesday February 03, 2026 12:21:52

Submitted On: Tuesday February 17, 2026 16:04:16

Submitted By: Nickolaus Johanson

Email: NJohanson@elginsweeper.com

Transaction #: 10929a64-9b73-4d05-affa-163dc21b4fcc

Submitter's IP Address: 147.243.246.8

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.	Vactor Manufacturing (A Division of Federal Signal)	*
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).	Vactor Manufacturing, Truvac, US Jetting, Switch & Go, Westech	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1QEH1	*
5	Provide your NAICS code applicable to Solutions proposed.	333924, 3339	
6	Proposer Physical Address:	1621 S Illinois St, Streator, IL 61364	*
7	Proposer website address (or addresses):	https://www.vactor.com/ , https://www.truvac.com/ , https://www.usjetting.com/ , https://switchngo.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):	Nickolaus Johanson Sales and Operations Administrator 1333 Butterfield Rd, Downers Grove, IL 60515 Njohanson@elginsweeper.com 404-434-1456	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nickolaus Johanson Sales and Operations Administrator 1333 Butterfield Rd, Downers Grove, IL 60515 Njohanson@elginsweeper.com 404-434-1456	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other Contacts	*

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

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Vactor Manufacturing, LLC has been designing and manufacturing infrastructure maintenance equipment for more than a century. The company's origins trace back to 1911 as the Myers-Sherman Company in Chicago, Illinois. By the 1930s, operations moved to Streator, Illinois, where the organization began focusing on equipment designed to support municipal public works and underground infrastructure maintenance. In the 1960s, Vactor engineered some of the industry's earliest sewer cleaning and catch basin cleaning machines for municipalities. In 1969, Vactor introduced one of the first combination sewer cleaners, integrating high-pressure water jetting and vacuum recovery into a single unit — a design concept that remains the industry standard today. This early innovation established Vactor as a pioneer in water jetting, vacuum technology, and sewer maintenance equipment for public agencies. Vactor became part of Federal Signal Corporation in the 1990s, further strengthening its engineering resources, manufacturing capabilities, and long-term stability. Today, Vactor continues to manufacture sewer cleaners, catch basin cleaners, industrial vacuum loaders, and water jetting equipment from its Streator facility, supplying municipalities, contractors, and infrastructure service providers throughout North America. Building on decades of vacuum and hydro-excavation expertise, Vactor launched TRUVAC in 2019 as a dedicated brand focused exclusively on safe-digging vacuum excavators. TRUVAC products were purpose-built to address the growing need for non-destructive excavation, utility locating, and damage prevention — critical priorities for municipalities and public works agencies. Together, Vactor and TRUVAC represent more than 100 years of manufacturing history, over 50 years of sewer and catch basin cleaning innovation, and over two decades of vacuum excavation engineering experience directly aligned with the Solutions requested in this proposal. Core Values Safety First Both Vactor and TRUVAC products are engineered to promote safe operation, protect underground utilities, and reduce risk to operators and infrastructure. Preventing utility strikes and supporting safe municipal operations is central to product design. Innovation & Continuous Improvement From the first combination sewer cleaner to modern vacuum excavation systems, Vactor has consistently led the industry in evolving technology that improves productivity, performance, and reliability for public agencies. Durability & Reliability Equipment is designed for long service life in demanding municipal environments. Robust construction, proven components, and operator-friendly maintenance ensure maximum uptime. Operator-Focused Design Machines are designed to be intuitive, easy to operate, and simple to maintain, reducing operator fatigue and increasing jobsite efficiency. Customer Support & Dealer Network Strength A broad dealer and service network across the United States and Canada ensures that Sourcewell members receive responsive parts, service, training, and application support throughout the lifecycle of the equipment.
12	What are your company's expectations in the event of an award?	In the event of an award, Vactor Manufacturing would work closely with Sourcewell to support participating agencies by delivering effective, efficient, and environmentally responsible sewer cleaning, catch basin cleaning, and vacuum excavation solutions. With more than a decade of successful partnership with Sourcewell contracts, Vactor is well positioned to continue strengthening this collaboration. We actively promote Sourcewell participation throughout our authorized dealer network across the United States and Canada, ensuring that members are aware of and can easily utilize the contract for their equipment needs. Vactor's focus is to provide Sourcewell members with access to the latest innovations in water jetting, combination sewer cleaning, and safe-digging vacuum excavation technology, while simplifying the procurement process. Through high-quality equipment, responsive dealer support, and a long-standing commitment to municipal infrastructure maintenance, Vactor is dedicated to delivering the highest levels of performance, reliability, and lifecycle support to 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.	Vactor Manufacturing, LLC is a wholly owned subsidiary of Federal Signal Corporation (NYSE: FSS), a publicly traded company with a long-standing reputation for financial strength, operational stability, and consistent performance. In 2024, Federal Signal reported approximately \$1.8 billion in revenue, continuing a multi-year trend of strong performance across all business segments. The company's financial health is supported by consistent profitability, positive operating cash flow, and ongoing strategic investments in manufacturing capabilities, engineering innovation, and customer support infrastructure. This financial strength provides Vactor with the resources and stability necessary to support long-term product development, parts availability, dealer support, and customer service for public agencies across North America. Vactor designs and manufactures a comprehensive line of sewer cleaners, catch basin cleaners, industrial vacuum loaders, water jetting equipment, and safe-digging vacuum excavators. These products are engineered for durability, performance, and environmental responsibility, serving municipalities, contractors, and infrastructure service providers who rely on dependable equipment to maintain critical underground systems. As a subsidiary of Federal Signal, Vactor benefits directly from the corporation's strong balance sheet, disciplined financial management, and transparent reporting practices. Financial documents including quarterly earnings reports, SEC filings, and investor information are publicly available and can be accessed at: https://www.federalsignal.com/annual-quarterly-reports These publicly available resources provide full transparency into the organization's financial position and long-term viability, demonstrating the stability behind Vactor's ability to support Sourcewell members throughout the lifecycle of their equipment. Supporting financial documentation, as applicable, is included in the document upload section of this response.
14	What is your US market share for the Solutions that you are proposing?	Vactor Manufacturing participates in specialized equipment categories including combination sewer cleaners, catch basin cleaners, industrial vacuum loaders, water jetting equipment, and vacuum excavators. These categories do not have a single, centralized industry reporting body that publishes verified market share data. Market activity is fragmented across municipal, contractor, industrial, and rental segments, and unit volumes are not publicly reported in a consolidated manner. However, based on decades of participation in these markets, national dealer footprint, installed base across thousands of municipalities, and industry presence, Vactor is widely recognized as one of the leading manufacturers in the United States within these equipment categories. Vactor's long-standing position, product adoption across public works agencies, and visibility in municipal fleets nationwide demonstrate a significant share of the U.S. market for sewer cleaning and vacuum excavation solutions.
15	What is your Canadian market share for the Solutions that you are proposing?	Similar to the United States, there is no centralized reporting authority in Canada that tracks or publishes verified market share data for sewer cleaning and vacuum excavation equipment. The market is dispersed across provinces, municipalities, contractors, and utility service providers without consolidated reporting. Vactor maintains an established Canadian dealer and service network and a strong installed base across provinces supporting municipal infrastructure maintenance. Based on this presence and long-term participation in the Canadian market, Vactor is recognized as a leading supplier of sewer cleaning and vacuum excavation equipment throughout Canada.
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.	Vactor Manufacturing, LLC has not been involved in any bankruptcy proceedings within the past seven years.

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?	Vector Manufacturing is best described as a manufacturer. Vector designs and manufactures all equipment proposed in this RFP at its facility in Streator, Illinois, where sewer cleaners, catch basin cleaners, industrial vacuum loaders, water jetting equipment, and TRUVAC vacuum excavators are produced. To support customers throughout North America, Vector maintains a strong and experienced authorized dealer network across the United States and Canada. All Vector dealers are factory-trained and authorized to sell and service Vector and TRUVAC equipment. Many of these dealers have partnered with Vector for more than 20 years and have developed long-standing relationships within their territories that continue to support municipal agencies and infrastructure service providers. These independently owned dealers provide parts, service, warranty support, and operator training through their own service teams, backed by direct factory support from Vector. Vector reinforces this support through both factory-based and field-based product and technical training to ensure consistent, high-quality service across all regions. Vector also provides dealers with marketing resources, specification assistance, and quoting tools to ensure Sourcewell members receive timely, accurate, and complete proposals through their local dealer. In addition, factory-direct support is always available through Vector's Regional Sales Managers and Parts & Service Managers, who work closely with dealers to ensure responsiveness, efficiency, and customer satisfaction throughout the equipment lifecycle.	*
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.	All of our contracted dealers are required to maintain valid state equipment dealer licenses. All of our welders hold current welding certifications as part of their roles. Vector Manufacturing is ISO 9001 and ISO 14001 certified. ISO is the International Organization for Standardization, and these certifications confirm that we have established policies and procedures consistent with internationally recognized quality and environmental management standards. Vector is audited annually to ensure continued compliance with these standards.	*
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.	Vector Manufacturing, LLC and its parent company, Federal Signal Corporation, have not been subject to any debarment or suspension actions within the past seven years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Vector Manufacturing is a member of the Iowa/Illinois Safety Council which is composed of 725 organizations. Members are encouraged to submit 5-hazard reduction projects per year. In 2022 Vector received the IISC's President's Award for a project that was completed in 2021. In 2021 the IISC established the "Chuck Goodman Excellence In Safety Award". This award is awarded to one member organization that goes above and beyond the name of safety at their facility. Vector was given this award at the Annual IISC Professional Conference in April of 2023 for the year 2022.	*
21	What percentage of your sales are to the governmental sector in the past three years?	The majority of Vector's equipment sales support municipal, public works, utilities, and government infrastructure maintenance. Over the past three years, it is estimated that approximately 70% of Vector's sales have been to government sector entities including cities, counties, public utilities, state agencies, and federal installations.	*
22	What percentage of your sales are to the education sector in the past three years?	A small portion of Vector's sales are made directly to educational institutions, primarily universities or campus facilities departments responsible for infrastructure maintenance. Over the past three years, this is estimated to represent less than 5% of total sales.	*
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?	Vector Manufacturing participates in numerous state and regional cooperative purchasing agreements across the United States and Canada through its authorized dealer network. In many cases, these agreements are held and administered at the dealer level based on state-specific requirements and local procurement structures. Because these contracts are maintained directly by independent authorized dealers within their respective territories, Vector does not have centralized access to detailed annual sales volumes associated with each individual state or regional cooperative agreement. Vector's primary national cooperative purchasing vehicle is Sourcewell, which provides broad access for participating agencies. Additional state and regional cooperative contracts are supported locally through Vector's dealer network to ensure agencies have compliant procurement options available within their jurisdiction.	*

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?	Vactor Manufacturing, LLC equipment is available for federal procurement through an established GSA/DLA contract vehicle administered by an authorized representative. Vactor products are accessible under: DLA Vactor Contract #SPM500-01-D-0116 Held by: Maryland Industrial Trucks, Inc. This arrangement allows federal agencies to procure Vactor sewer cleaning, hydro-excavation, and vacuum excavation equipment through an approved federal purchasing channel.	*
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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 *	
Hampton Roads & Sanitation District (HRSD) — member #4672	John Jones	(757) 460-7069	*
City of Wheaton, IL	Sam Webb, Fleet Supervisor	(630)-260-2119	*
City of Chesapeake — member ID 5200	Mike Colgan	(757) 382-3321	*

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.	Vactor's sales organization is a coordinated, multi-layered structure that combines regional factory leadership, inside factory support, and a highly experienced authorized dealer sales network across North America. Vactor employs six Regional Sales Managers (RSMs) strategically positioned to cover all regions of the United States and Canada. These RSMs are product experts responsible for supporting dealer sales efforts, assisting directly with end users when needed, and guiding the equipment selection, specification, demonstration, and procurement process. Vactor and its dealers routinely attend trade shows, municipal events, and customer demonstrations together to ensure consistent product knowledge and strong field presence. Vactor's Inside Sales Team plays a critical role in supporting both dealers and customers by managing quote tools, order processing, and service coordination. This team works directly with the factory and dealers to ensure accuracy, timeliness, and seamless communication from quote through delivery. At the local level, each dealership is staffed with dedicated sales professionals who maintain the primary relationship with the customer. These dealer sales teams are embedded in their territories, understand local operating environments and procurement practices, and work hand-in-hand with Vactor RSMs and inside staff to deliver a smooth, informed buying experience. Together, this unified sales structure — spanning dealer sales teams, Vactor RSMs, and inside factory support — ensures Sourcewell members receive knowledgeable, responsive guidance from initial inquiry through equipment delivery.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Vector distributes its products through a well-established network of 28 factory-authorized dealers operating across the United States and Canada within defined geographic territories. This structure ensures proper coverage, fast response times, and consistent customer support across all regions. Dealers are carefully selected based on their industry expertise, technical capabilities, and commitment to customer service. They are required to maintain product knowledge through ongoing training and employ trained service technicians, welders, and technical personnel capable of supporting Vector equipment throughout its lifecycle. Authorized dealers are responsible for: - Direct customer engagement and equipment demonstrations - Sourcewell proposal development and quoting - Local parts stocking for immediate support - Delivery, setup, startup assistance, and operator training - Warranty support in coordination with Vector - Ongoing customer relationship management This dealer network provides localized expertise while being fully supported by Vector's factory resources, training programs, and technical staff.	*
28	Service force.	Vector maintains a highly capable, multi-tiered service structure designed to support both dealers and end users across North America. At the factory level, Vector provides dedicated technical support, a Parts RSM, and factory parts and service personnel who assist dealers with troubleshooting, diagnostics, training, and technical documentation. In the field, authorized dealers employ multiple trained service technicians at each location and maintain significant parts inventory locally. Many dealers provide on-site service through fully equipped service vehicles, ensuring rapid response to customer needs. Vector reinforces this structure with recurring service training for dealer technicians and end users to ensure consistent product knowledge and high service standards. This combined structure — factory technical support, regional assistance, and trained dealer technicians — ensures that customers receive reliable, responsive service throughout the life of their equipment, from routine maintenance to complex repairs.	*
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 ordering process is designed to be simple for Sourcewell members and fully aligned with cooperative purchasing practices. The local authorized dealer serves as the primary point of contact for the customer, guiding equipment selection, configuration, and Sourcewell-compliant pricing. Dealers provide detailed proposals and quotations in accordance with the Sourcewell contract, ensuring transparency throughout the purchasing process. Once the order is finalized, the dealer submits the order directly to Vector. Depending on availability, the unit may be entered into Vector's production schedule or fulfilled from dealer inventory. Equipment ships from Vector's manufacturing facility to the dealer, where the dealer performs final setup, adjustments, and operator training before delivery to the customer. Vector sells through its dealer network, ensuring a seamless transition from purchase to operation with the dealer maintaining the primary customer relationship.	*

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.	At Vactor, customer service begins with the delivery of the equipment and includes comprehensive setup, installation review, and operational training provided by the authorized dealer with support from Vactor when needed. Shortly after delivery, customer feedback is encouraged to ensure satisfaction with product performance, dealer support, and overall experience. Any issues identified are addressed promptly through coordinated follow-up between the dealer and Vactor field and factory personnel. Vactor's dealer network is comprised of trained and certified technicians, with many dealers offering on-site service through fully equipped service vehicles. This ensures rapid response and support for potentially inoperative equipment. Dealers and customers have access to Vactor's factory technical support team, parts personnel, Regional Sales Managers, and service resources for troubleshooting, warranty coordination, and technical assistance. Recurring service training is provided to both dealer technicians and end users. The escalation path is collaborative and solution-focused — involving dealer technicians, RSMs, parts teams, and factory technical staff — with the shared goal of resolving issues quickly and minimizing downtime. Vactor equipment is supported by a comprehensive warranty program administered through the authorized dealer network and backed by factory resources. This commitment to quality products and responsive service fosters strong, long-term relationships with customers and dealer partners.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Vactor is well positioned to serve Sourcewell members across the United States through a nationwide network of authorized dealers supported directly by the manufacturer. Rather than operating through a centralized model, Vactor works through an established dealer network that is deeply embedded in their local markets and trained to provide consistent sales, service, and support. This dealer-led approach, backed by Vactor's factory resources, ensures that Sourcewell participating entities receive personalized local support combined with the reliability and expertise of a national OEM. Vactor is fully committed to meeting the needs of public agencies and government entities through this structure and consistently supports Sourcewell members with product expertise, service responsiveness, and dependable delivery timelines.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vactor is equally well positioned to serve Sourcewell participating entities throughout Canada. Our authorized Canadian dealers operate under the same sales, service, and support structure used in the United States and are fully supported by Vactor's factory resources. This ensures consistent support, parts availability, and technical assistance for Canadian customers, allowing us to meet the needs of agencies across all Canadian territories.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no geographic areas within the United States or Canada where Vactor is unable to provide full sales, parts, and service support through its authorized dealer network.	*
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.	Vactor will support all eligible Sourcewell participating entities and does not restrict access to any qualifying account types under the proposed agreement.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Vactor has authorized dealers located in both Alaska and Hawaii who are equipped to provide local sales, parts, and service support. As a result, there are no restrictions in supporting these markets.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Vactor will work with eligible nonprofit entities on a case-by-case basis to ensure appropriate use of the proposed master agreement in accordance with Sourcewell guidelines.	*

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.	Vector utilizes a multi-layered marketing and dealer engagement strategy to promote the Sourcewell contract across both our authorized dealer network and end users. Upon renewal or award of the Sourcewell contract, Vector formally communicates the details to all dealers through direct outreach, dealer calls, and ongoing training communications. Dealers are provided with sales knowledge, pricing sheets, talking points, and training resources to ensure they fully understand how to present and utilize the Sourcewell contract in their sales process. Vector also shares all Sourcewell Academy training opportunities with dealers to reinforce contract understanding and proper usage. Vector Regional Sales Managers actively reinforce Sourcewell as a key selling point during dealer visits, joint sales calls, and customer interactions. Sourcewell is promoted at trade shows, demonstrations, and municipal events alongside our dealers. This effort is supported by Vector's marketing resources and is visibly promoted on our website and across dealer platforms. Dealers are trained through Q&A sessions, in-person visits, and ongoing engagement to ensure consistent messaging and effective use of the contract. This structured approach ensures that Sourcewell is not simply a contract vehicle, but a well-understood and actively promoted purchasing option throughout Vector's entire sales channel.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vector leverages a range of digital tools and platforms to enhance communication with dealers and customers and to promote awareness of the Sourcewell contract. Sourcewell participation is prominently displayed on Vector's website and is frequently referenced across dealer websites. Our marketing and sales teams utilize CRM systems to track customer opportunities, manage communications, and ensure follow-up throughout the sales process. Vector utilizes email marketing, digital outreach, and trade show engagement to communicate product updates, contract availability, and promotional opportunities to both dealers and end users. Leads generated through the website and industry events are tracked and followed through our CRM systems to ensure timely engagement. This coordinated use of digital tools ensures consistent messaging, improved dealer engagement, and strong visibility of the Sourcewell contract across all customer touchpoints.
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell plays a critical role in simplifying the procurement process for municipalities and public agencies by providing a trusted, competitively solicited contract vehicle. Within Vector's sales organization, Sourcewell is viewed as a preferred and highly effective procurement pathway. Authorized dealers are trained to lead with Sourcewell when working with municipal customers, as it provides clear pricing, simplified purchasing, and strong value for the end user. Vector RSMS actively encourage and reinforce the use of Sourcewell during dealer interactions and joint customer visits. Dealers are proficient in preparing Sourcewell-compliant proposals and quotations using Vector's internal quote management tools. Sourcewell is considered an "easy button" for procurement and is naturally integrated into the quoting and proposal phase of the sales process without requiring additional steps from the customer. Through dealer training, factory support, and consistent reinforcement, Sourcewell is fully embedded into Vector's standard sales process.
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.	While Vector does not utilize a direct end-user e-procurement platform, authorized dealers utilize Vector's internal quoting and configuration tools to build units, create specifications, and generate Sourcewell-compliant proposals. Because Vector equipment is often customized to meet specific customer needs, the quoting system allows dealers to accurately configure units based on application requirements rather than relying on pre-set catalog items. Once a purchase decision is made, dealers use the same system to submit finalized orders to Vector for production. This process ensures that each unit is properly specified, aligned with the customer's operational needs, and compliant with Sourcewell pricing and terms. Government and educational customers benefit from this approach by receiving tailored solutions while maintaining full compliance with the Sourcewell contract framework.

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.	Vactor and TRUVAC offer a comprehensive, multi-tiered training program designed to support safe, efficient, and effective equipment use for Sourcewell participating entities. Training is delivered through a coordinated approach involving the local authorized dealer, Vactor/TRUVAC Regional Sales Managers, and factory-based support resources. Initial Delivery & Basic Operator Training (Standard / Included) Included with new unit delivery and conducted by factory-trained dealer personnel, with manufacturer support when needed. Covers safe operation, startup/shutdown procedures, daily inspections, safe work practices, and basic maintenance. Onsite Demonstration & Hands-On Training (Standard / As Needed) Conducted in coordination with the dealer and Vactor/TRUVAC field support. Designed to ensure the equipment configuration and operating procedures match the member's application and operating environment. Follow-Up / Refresher Training (Optional) Additional training can be scheduled through the dealership to support refresher sessions, onboarding of new operators, or seasonal operating changes (e.g., cold-weather operations). Advanced Maintenance & Service Training (Optional / By Request) Available for fleet managers and service technicians and can be coordinated through the dealer with manufacturer support. Focuses on preventative maintenance best practices, troubleshooting methods, and operational optimization. Digital / On-Demand Training & Technical Resources (Standard Access) TRUVAC provides cloud-based, 24/7 access to technical information, parts bulletins, and warranty information, and supports expert consultation and training. Vactor/TRUVAC also provide product walkthroughs, brochures, manuals, and troubleshooting support materials to reinforce training over time.

42	Describe any technological advances that your proposed Solutions offer.	Vactor and TRUVAC equipment incorporate proven, operator-focused technology designed to improve safety, simplify operation, and increase productivity in sewer cleaning and vacuum excavation applications. Vactor — Advanced Controls, Diagnostics, and Rapid Setup IntuiTouch® control system: integrates key sewer cleaning functions into an intuitive operator interface, improving ease-of-use and reducing operator burden. Wireless control options (on applicable configurations) allow operators to monitor key functions while working away from the truck, improving operational flexibility. Rapid Deployment Boom (RDB) option (on applicable configurations) reduces setup/teardown time by minimizing the need for additional tubes and speeding hose positioning. CAN bus integration and diagnostics: provides logged system information and alerts that can help identify issues and improve safe operation through early warnings and error notification. TRUVAC — Modern Excavation Support, Controls, and Information Access TRUVAC equipment is designed for non-destructive excavation with advanced features focused on operator control and jobsite productivity. Certain TRUVAC configurations include intuitive controls and wireless remote functionality, supporting safe and efficient operation around the dig site. TRUVAC provides cloud-based access 24/7 to technical information, parts bulletins, and warranty information—improving service speed and uptime. These advances reflect Vactor's continued product evolution (including major platform updates such as the 2100i and new compact IMPACT combination sewer cleaner).	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Vactor and TRUVAC support environmentally responsible infrastructure maintenance through both operational practices and solution-level benefits tied to reduced disruption, efficient cleaning practices, and protection of underground utilities. Solution-level environmental benefits include: Non-destructive excavation reduces disturbance to surrounding soils and surfaces and lowers the risk of utility strikes—helping minimize environmental and community impacts compared to traditional mechanical excavation. Efficient water-jetting maintenance supports preventative line cleaning and fast response, including applications focused on cleaning municipal lines with low water volume (reducing waste and improving efficiency in certain maintenance scenarios). Certifications / environmental management: Vactor maintains an environmental management certification (ISO 14001) through an accredited third-party registrar	*
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.	Vactor's primary third-party environmental certification relevant to manufacturing and operations is ISO 14001 (Environmental Management System), maintained through an accredited third-party registrar (documentation available upon request). In addition to formal certifications, Vactor and TRUVAC's Solutions support sustainability outcomes through non-destructive excavation and efficient maintenance practices that reduce disruption and protect underground infrastructure	*

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?	Vactor and TRUVAC deliver a differentiated combination of manufacturer-led engineering, operator-focused technology, and a dealer-led service model that is proven across municipal and contractor markets. Key differentiators for Sourcewell members include: Deep specialization in sewer cleaning and safe-digging excavation: Vactor has decades of platform evolution in combination sewer cleaners and jetting solutions, including major innovations like IntuiTouch controls and modern product platforms. Technology that simplifies operation and improves results: integrated diagnostics and control systems support more consistent operation and faster troubleshooting. Lifecycle support and upgrade pathway: Vactor offers performance upgrades/retrofit options designed to extend equipment life and add safety/productivity enhancements over time. Service and support after the sale: TRUVAC emphasizes post-sale support, including expert consultation/training and 24/7 access to technical info and warranty/parts bulletins. Combined with Sourcewell's streamlined procurement structure, this provides members a best-in-class path to procure, deploy, and maintain critical infrastructure equipment with confidence.	*
46	Describe any product or equipment features that improve operator safety.	Operator safety is a core design priority across both Vactor and TRUVAC Solutions. Vactor safety-related features include: CAN bus-enabled diagnostics and alerts (with IntuiTouch-equipped systems) that notify operators when something is out of place, supporting safer operation and helping prevent equipment misuse or unsafe conditions. Wireless control options (on applicable configurations) enabling operators to monitor key functions when operating away from the truck, supporting safer positioning and awareness during operations. RDB rapid deployment boom option (on applicable configurations) reducing manual handling of additional tubes and streamlining setup/teardown. TRUVAC safety-related features include: Non-destructive excavation method reducing the risk of damaging underground utilities and improving jobsite safety relative to mechanical excavation. Wireless remote and intuitive controls (on applicable configurations) supporting safe operation and positioning around the excavation area.	*
47	Describe any product or equipment innovations that increase uptime and operator productivity.	Vactor and TRUVAC are engineered to maximize uptime through simplified operation, streamlined maintenance, and strong parts/service support. Examples include: Ease-of-use control architecture that reduces operator learning curve and helps crews complete work more efficiently (e.g., IntuiTouch control station; clear monitoring of key operating data). Rapid deployment/streamlined setup features (e.g., RDB boom option) that reduce setup time and keep crews productive. Built-for-maintenance layouts: TRUVAC units emphasize accessible layouts and ease of maintenance to reduce downtime. Service support infrastructure and always-available technical information: TRUVAC provides 24/7 cloud access to technical information, parts bulletins, and warranty information, supporting faster service actions. Lifecycle performance upgrades: Vactor offers retrofit/performance upgrade options that help extend equipment life and add safety/productivity enhancements over time. Together, these innovations help Sourcewell members increase daily output, reduce downtime, and achieve a lower total cost of ownership across the service life of the equipment.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	Vector is not certified under these categories; however, certification status may vary by authorized dealer or service partner. Any applicable HUB or diversity certifications will be confirmed at the servicing dealer level.	*
49		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Vector is not certified under these categories; however, certification status may vary by authorized dealer or service partner. Any applicable HUB or diversity certifications will be confirmed at the servicing dealer level.	*
50		Women Business Enterprise (WBE)	☐ Yes ☒ No	Vector is not certified under these categories; however, certification status may vary by authorized dealer or service partner. Any applicable HUB or diversity certifications will be confirmed at the servicing dealer level.	*
51		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	Vector is not certified under these categories; however, certification status may vary by authorized dealer or service partner. Any applicable HUB or diversity certifications will be confirmed at the servicing dealer level.	*
52		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Vector is not certified under these categories; however, certification status may vary by authorized dealer or service partner. Any applicable HUB or diversity certifications will be confirmed at the servicing dealer level.	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Vector is not certified under these categories; however, certification status may vary by authorized dealer or service partner. Any applicable HUB or diversity certifications will be confirmed at the servicing dealer level.	*
54		Small Business Enterprise (SBE)	☐ Yes ☒ No	Vector is not certified under these categories; however, certification status may vary by authorized dealer or service partner. Any applicable HUB or diversity certifications will be confirmed at the servicing dealer level.	*
55		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	Vector is not certified under these categories; however, certification status may vary by authorized dealer or service partner. Any applicable HUB or diversity certifications will be confirmed at the servicing dealer level.	*
56		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	Vector is not certified under these categories; however, certification status may vary by authorized dealer or service partner. Any applicable HUB or diversity certifications will be confirmed at the servicing dealer level.	*

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 established between the Vector dealer and the Sourcwell member. Generally, this is net 15 or net 30-days. However, our dealers do much of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and us are net 30-days.	*

58	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Vactor dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.	*
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders.	*
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?	The payment process for members is a transaction between Sourcewell member and Vactor dealer. I do not believe P-card transactions are used. We (Vactor) do not accept P-card payments from our dealers. We have no hidden or undisclosed costs.	*
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering our full-line of sewer cleaners and hydro-excavators. Our pricing model is a 3% discount from list price on all Vactor/TruVac manufactured products (and options) exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sewer cleaners and hydro-vacs. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell members' price. We will also offer used sewer cleaners and hydro-vacs, primarily from our rental fleet. These are generally late model year and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and the Vactor dealer. This allows members a method of obtaining quality equipment at a much lower initial acquisition cost.	*
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.	For new equipment a 3% discount from list price applies. This discount applies to all Vactor/TruVac manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted to determine appropriate and consistent rental rates. Used equipment pricing will be negotiated and agreed to between member and dealer.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts may be considered on a case-by-case basis. This is to be agreed upon by the dealer and end user.	*
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.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Vactor. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our products are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Vactor/TruVac equipment-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sewer cleaners/hydro vacs. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary significantly, we do not provide chassis pricing. Our dealers will provide chassis quote through at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide. Supply of chassis is currently constrained.	*

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.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.	*
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.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery, however, is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the product, deliver to a coastal port via truck and then load the container into a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.	*
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.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.	*
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.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.	*
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.	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Vactor) and is not a line item pass on to the member.	*

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.	The pricing offered for our complete line of sewer cleaners and hydro vacs for this Sourcewell proposal is better than what we typically offer for other purchasing contracts.	*

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.	We are offering for purchase or rental our full line of combination sewer cleaners, jetters, catch basin (sewer vacuums) and our hydro and air excavation products. This includes multiple sizes/capacities for combination sewer cleaners, truck mounted jetters and catch-basin (vacuum) units. Also, trailer mounted jetters and various sized hydro and air excavation units under our TruVac brand name. Also included is our Liquid vacuum Tanker (LVT) that is a simple water/sludge pump designed for vacuuming refuse/dirty water, containing and transporting that material.	*
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Combination Sewer Cleaners (various capacities) mounted on appropriately sized class 8 truck chassis; Catch Basin (vac only) units; Truck-Mounted Jetter and trailer-mounted Jetters; Various sized Hydro and Air Excavation units mounted on appropriately sized truck chassis; and Liquid Vacuum Tanker (LVT) trucks.	*
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.	Warranty is offered and worked into the PO terms with the dealer and end user. Typically, our Vactor's standard warranty policy will be applied but this will be worked out by dealers and end user.	*

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	Full-line of various sized/capacity combination sewer cleaners (2100i-series) also available with alternative fuel. Also straight catch-basin (sewer vacs) units.	*
77	Sewer Jetters and Rodders	☒ Yes ☐ No	Various sized jetters including both truck and trailer-mounted units.	*
78	Hydro or Air Excavation Equipment	☒ Yes ☐ No	Full-line of various sized, truck-mounted Hydro and Air excavation units.	*
79	Combination Sewer Cleaning and Hydro-Excavation units	☒ Yes ☐ No	Full-line of various sized/capacity combination sewer cleaners (2100i-series) also available with alternative fuel. Also straight catch-basin (sewer vacs) units.	*
80	Dewatering, Mud, Trash, and Centrifugal Pumps	☐ Yes ☒ No	Straight trash pumps are not part of our offering.	*
81	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	☒ Yes ☐ No	Our LVT units (TruVac Jackal) can be used in treatment facilities to assist with cleaning.	*
82	Accessories, supplies, and replacement or wear parts related to the offerings above	☐ Yes ☒ No	Service parts and supplies are not included in our proposal.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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](#) - Sourcewell Vactor 101221-VTR Pricing .zip - Tuesday February 17, 2026 15:41:36
 - [Financial Strength and Stability](#) - FSS 10K 2024.12.31.pdf - Tuesday February 17, 2026 15:34:05
 - [Marketing Plan/Samples](#) - Screenshot 2026-02-17 153512.png - Tuesday February 17, 2026 15:35:22
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - PALM SPRINGS,CITY_SW 2112-18 KWT880_2-11-26_QUOTE.pdf - Tuesday February 17, 2026 15:58:23
 - [Requested Exceptions](#) - Vactor Sourcewell Contract 2025 DL 06182025.docx - Tuesday February 17, 2026 15:54:16
 - Upload Additional Document (optional)

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. - Nickolaus Johanson, Sales and Operations Administrator, Vactor Manufacturing - Subsidiary of Federal Signal

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