

**MASTER AGREEMENT #021726**

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

SUPPLIER: Ring-O-Matic, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Ring-O-Matic, LLC, 1714 Fifield Road, Pella, IA 50219 (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 Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

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

13) Supplier Representations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

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

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

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

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

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

Article 3: Supplier Obligations to Participating Entities

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

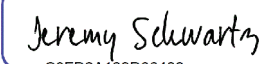
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

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

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

021726-RGO

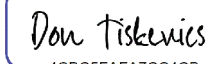
Sourcewell

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 7/28/2026 | 6:05 AM CDT

Ring-O-Matic, LLC

Signed by:

4CBC5FAFA7CC4CB...

By: _____
Don Tiskevics
Title: Director of Sales

Date: 7/27/2026 | 4:56 PM CDT

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

Vendor Details

Company Name: Ring-O-Matic
Address: 1714 Fifield Rd
Pella, IA 50219
Contact: Jim Zylstra
Email: jzylstra@ring-o-matic.com
Phone: 641-632-7747
Fax: 641-628-3021
HST#: 27-2129379

Submission Details

Created On: Wednesday January 07, 2026 17:58:36
Submitted On: Monday February 16, 2026 15:15:51
Submitted By: Jim Zylstra
Email: jzylstra@ring-o-matic.com
Transaction #: 71680145-d1b2-4555-8ca5-2698323133a7
Submitter's IP Address: 147.243.246.9

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.	Ring-O-Matic, LLC	*
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).	Ring-O-Matic	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE code: 6U3T6 Unique Entity Identifier: E9TCEJ543GN7	*
5	Provide your NAICS code applicable to Solutions proposed.	332312 - Fabricated Structural Metal Manufacturing 332999 - All Other Miscellaneous Fabricated Metal Product Manufacturing 333120 - Construction Machinery Manufacturing	
6	Proposer Physical Address:	1714 Fifield Road Pella, Iowa 50219	*
7	Proposer website address (or addresses):	www.ring-o-matic.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):	Don Tiskevics Director of Sales 1714 Fifield Road Pella, IA 50219 email: dtiskevics@ring-o-matic.com (Cell): 641.230.3079 (Direct): 641.632.7071 (Office): 800.544.2518	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jim Zylstra Sales Manager 1714 Fifield Road Pella, IA 50219 email: jzylstra@ring-o-matic.com (Cell): 218.851.6215	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Luke Sarver Sales Manager 1714 Fifield Road Pella, IA 50219 email: lsarver@ring-o-matic.com (Cell): 641.629.9346	*

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

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Ring-O-Matic was founded in 1960 as a general machining and manufacturing company. We have been building industrial vacuum trailers since the mid 1960's. Ring-O-Matic was at the forefront of the inception of vacuum excavation in the early 1990's and have a very strong name in the trailer mounted vacuum business. Now on our fourth owner since our founding, in June of 2025 Ring-O-Matic was purchased and now is under the family of the Alamo Group. Alamo Group is a leading global manufacturer of high-quality industrial and vegetation management equipment essential for public and private infrastructure maintenance and responsible land management. With more than 40 trusted brands and a worldwide network of manufacturing facilities, we support municipalities, contractors, utilities, and agricultural professionals who keep communities clean, safe, and productive. Our equipment powers essential work across every environment, from roadside mowing and field maintenance to snow and ice removal, tree care, sweeping, and hydro-excavation. Ring-O-Matic mission: To make a significant difference to the customers of Ring-O-Matic, through the delivery of quality products that exceeds customer expectations, provides profitable growth, which supports the employees of Ring-O-Matic. Ring-O-Matic and Alamo Group's mission is to design, manufacture, and distribute high-quality equipment for infrastructure maintenance, agriculture, and other applications, focusing on sustainability and efficiency. Their core values revolve around integrity, safety, quality, and environmental stewardship, aiming to deliver value to customers and communities while promoting a greener future. Core Values and Principles: • Safety and Sustainability: Dedicated to providing tools for infrastructure maintenance that protect the planet, with a focus on creating a sustainable, "greener future". • Integrity and Fairness: Guided by high standards of honesty, ethics, and compliance with all applicable laws. • Customer-Centric Innovation: Focused on understanding and meeting customer needs through, for example, the electrification of equipment and development of advanced vegetation management technologies. • Community Engagement: Actively investing in and giving back to the local communities where they operate, including supporting STEM education and local charities. • Empowered Workforce: Promoting an inclusive, diverse environment that fosters employee development and safety. Mission Focus: • Infrastructure and Agriculture: Producing reliable equipment such as mowers, street sweepers, snow removal and excavators. • Operational Excellence: Integrating sustainability into the business model to enhance people, planet and profits. • Long-Term Growth: Utilizing strategic acquisitions and aftermarket expansion to strengthen market position.
12	What are your company's expectations in the event of an award?	Working with our network of Ring-O-Matic dealers throughout the United States and Canada, we hope to secure orders for our line of vacuum and vacuum excavation equipment through participating Sourcewell entities.
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.	Please see provided attachments. They include our SEC filings from our parent company, The Alamo Group, Ring-O-Matic, LLC D & B credit rating report, a letter of good standing from Marion County Bank and letters of reference from our major engine suppliers, Ziegler Cat and Anderson Industrial Engines, our Kubota engine supplier
14	What is your US market share for the Solutions that you are proposing?	Ring-O-Matic has a goal of no less than 10% market share for trailer mounted vacuum and vacuum excavators in the US market. In the markets we serve, we rank in the top three by market share.
15	What is your Canadian market share for the Solutions that you are proposing?	Ring-O-Matic has a goal of no less than 10% market share for trailer mounted vacuum and vacuum excavators in the Canadian market. In the markets we serve, we rank in the top three by market share.

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.	Ring-O-Matic has no bankruptcy history to disclose.	*
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?	Ring-O-Matic is a manufacturer. we work directly with our independent dealer network throughout the US and Canada and collaborate on both the sales and service side of our equipment. Ring-O-Matic frequents our dealer locations for face to face visits for product promotion, sales and service training. The Ring-O-Matic dealer network are employees of third parties.	*
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.	Ring-O-Matic is an Iowa Corporation registered with the State of Iowa. Ring-O-Matic holds the necessary sales tax, employment licenses, DOT registration and licenses as necessary to conduct business globally.	*
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.	Ring-O-Matic has no current or past debarments or suspensions.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Ring-O-Matic has been presented the AEM (Association of Equipment Manufacturers) Advocacy Award which is in recognition of outstanding efforts on behalf of the equipment manufacturing industry from 2021 through 2025.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 60% of Ring-O-Matic sales for the last three years have been into the government sector. These customers typically consist of states, counties, townships, municipalities and rural water associations.	*
22	What percentage of your sales are to the education sector in the past three years?	Over the past three years, sales in the education sector have been less than 5% for Ring-O-Matic. Ring-O-Matic looks to increase sales into the education sector with the next proposed contract award.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Ring-O-Matic is on the current Sourcewell contract, contract number 101221-RGO. Sourcewell generated sales in 2023 were just over \$505,000. Sourcewell generated sales in 2024 were approximately \$582,000 and in 2025, Sourcewell generated sales were over 1.2 million dollars. Ring-O-Matic has doubled their Sourcewell contract sales the past few years and looks forward to continued growth.	*
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?	Ring-O-Matic does not hold any GSA contracts or Standing Offers and Supply Arrangements.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Cookeville Cookeville, TN	Glenn Greenwood	931-303-4161	*
Ice Fountain Water District Hood River, OR	Casey Vannet	541-386-4299	*
City of Monticello Monticello, IN	Frank Arthur	574-870-0069	*

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

Describe your company's capability to meet the needs of Sourcwell 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.	Ring-O-Matic has a sales team that consist of a Director of Sales and four full time regional sales managers that work directly with our dealer network and also inside sales. The role of the Ring-O-Matic sales team is to promote and help push the product line and to keep dealers informed of new products and any changes to existing products. We do this through dealer visits, teleconference, video conferences and emails. The Ring-O-Matic sales team our direct employees. Our dealer network are third party employees.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Ring-O-Matic has an extensive dealer network throughout the United States and the ability to sell to Canada. This consists of over 20 independent dealers with over 130 locations. Areas with no dealer presence are called on and serviced directly by Ring-O-Matic. Please see our dealer distribution and service facilities in the uploaded documents.	*
28	Service force.	Ring-O-Matic utilizes our independent dealer network for the service of our product line. All dealer locations have a full time staff of service personnel and service facilities. Many of our dealer locations also have mobile service trucks and technicians. In areas without dealer coverage, Ring-O-Matic will work directly with the customer in troubleshooting and servicing their equipment. Most of this can be done via teleconference or video conference. If the issue warrants more than this, we will work with a local repair facility or send a service technician directly from our factory to assist. Ring-O-Matic also provides full time access to our parts and service advisor team for both our dealer network and end use customers.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be placed by the purchasing entity with the authorized Ring-O-Matic dealer in that territory. Orders placed by an entity outside of a dealer coverage area will be handled directly through Ring-O-Matic. Once the purchase order is received, we will enter the order into our purchasing system and have a sales order acknowledgement returned to the customer within one business day.	*
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.	Customer service is very important to our organization. We have a full time staff of customer service representatives and a designated parts and service advisor. Our business hours are 8:00 AM - 5:00 PM CST Monday through Friday, during these hours, our parts department, sales department, service department, warranty department and accounting department are all available. After hours support is also available 24 hours a day directly through our sales team. From a parts perspective, our goal is to have parts (based on availability) shipped out within 24 hours. In a parts emergency, as long as the order is received by 3:00 PM CST, we can have them to the customer the next business day. Our dealer network has very similar customer service programs.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We have coverage in 44 states and growing, please see the uploaded document with specific locations. We strive for continued growth with our dealers and increased market share for the Ring-O-Matic product line. Areas not covered by our dealer network are serviced through Ring-O-Matic direct sales and service.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have the ability to sell through a dealer network in Canada, Joe Johnson Equipment, that cover the provinces of Alberta, Manitoba, Nova Scotia, Ontario, and Quebec. We strive for continued growth with our dealers and increased market share for the Ring-O-Matic product line.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	All geographic areas of the United States and Canada will be fully served through the proposed contract	*
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.	There are no entity sectors that Ring-O-Matic will not be fully serving through the proposed contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to participating entities in Hawaii, Alaska and in US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Ring-O-Matic will extend terms of the awarded master agreement to all nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Ring-O-Matic will promote the Sourcewell contract several different ways. We will train all internal sales team members along with the sales teams of our dealer network, whom have the most contact with eligible contract entities, the benefits of buying off of the Sourcewell contract. This will be accomplished by group sales meetings, national dealer meetings, one-on-one manufacturer and dealer visits and virtual meetings. If awarded, we will also work with our network of independent dealers to help them promote the contract in their sales territories to take advantage of the Sourcewell contract for both existing and new Sourcewell members. We will continue to utilize our website, www.ring-o-matic.com, which has a link to Sourcewell on our home page, that brings users to the Ring-O-Matic Sourcewell Contract landing page. Ring-O-Matic attends various trade shows throughout the year, we will promote the Sourcewell contract at these tradeshow. We also encourage our dealer network to promote the Sourcewell contract at local trade shows and open houses that they participate in. Ring-O-Matic is also members of Distribution Contractors of America (DCA), The Power & Communication Contractors Association (PCCA) and Association of Equipment Manufacturers (AEM). Please find attached our most current literature in the upload section.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	www.ring-o-matic.com is continually being updated with news and information including new products, new dealers, training info and topics like the Sourcewell contract. We also have presence on Facebook, Twitter, Instagram, LinkedIn and Youtube. We work with a local company called Spindustry to help with our web development, digital marketing and data services, their website: https://www.spindustry.com/	*
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?	It is the job of Ring-O-Matic to educate our sales team and the sales teams at the dealer level the importance of the Sourcewell contract and the best practices to sell off of the contract. This will happen through national sales events, in person dealer visits and training. Ring-O-Matic appreciates the presence of Sourcewell at trade show events and the availability of marketing material provided by Sourcewell and hopes this continues. Continuing education is highly important. The educational events offered by Sourcewell through seminars, online training, live and digital events are greatly valued. Access to government contacts and key decision makers in the fleet and procurement sector, along with the 50 State Usage report have proven extremely beneficial. Lastly, Sourcewell's ability to continue to push legislative approval across the US and Canada for the ability to adopt the contract has been constructive and we hope this continues.	*
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.	Ring-O-Matic whole good products do not lend themselves to e-procurement. We have had several meetings and are in the process of looking at SmartEquip, which offers technology connecting dealers and equipment owners with our parts department on a single platform utilizing e-procurement, their website: https://www.smartequip.com/	*

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.	Ring-O-Matic offers several free training opportunities to our dealers and end use customers. All of our dealers have been factory trained to provide operator and service training to the end users. In addition to hands on training, our website, www.ring-o-matic.com has a portal to our online instructional videos, ROM Academy.	*
42	Describe any technological advances that your proposed Solutions offer.	Ring-O-Matic recently debuted several new products at the 2025 Utility Expo show in Louisville. Our 850 Jet Vac was debuted which we believe is the quietest vacuum excavator on the market, this improves operator safety and noise pollution reduction. The 850 Jet Vac is also our first piece of equipment utilizing a CAN bus system, a system developed to reduce the complexity and cost of electrical wiring A diesel version of our VLX line (value line excavators) is also now available. We are utilizing a Cat 1.1 L 24.8 HP engine that allows for a lower price point machine for customers who still want the reliability and longevity of a diesel engine. Ring-O-Matic also now offers a hydraulically powered valve turner in conjunction with our vacuum excavators. This allows for municipalities to use our vacuum excavator to clean out valve boxes and then at the same time, exercise/turn the water main valve to ensure water main valves are functioning properly.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Ring-O-Matic values green initiatives. We have several different recycling programs throughout our facility. We have worked directly with our local sanitation company, Midwest Sanitation, to provide recycling receptacles throughout our facility for common recyclable goods such as paper, cardboard, plastic and aluminum containers. We have a program in place with Alter Metal Recycling who picks up our scrap metal. Heritage Crystal Clean is used for our wastewater, paint waste, and chemical recycling program. Our pallets are recycled two different ways, pallets in good, reusable condition are reused at Ring-O-Matic and excess pallets in good condition are sent to Vangorp Manufacturing, who uses them to ship their products. Damaged or unusable pallets are picked up by Midwest Sanitation for recycling.	*
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.	In an effort to conserve water resources, we are continually improving the amount of water consumption associated with the operation of our equipment through more efficient water pumps, nozzles and digging technology.	*
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?	Our 550 and 850 Jet Vac models are the quietest vacuum excavators on the market, this improves operator safety and noise pollution reduction. We are the only trailer vac brand that offers/partners with CAT to deliver customers a well known and trusted engine with thousands of service centers globally. Our Viper 2-in-1 Viper Pothole Tool takes the traditional two person potholing practice and combines it into a one person operation, the Viper is also a cleaner and safer digging method and adds efficiency on the job site.	*
46	Describe any product or equipment features that improve operator safety.	The noise levels on our Jet Vac line of equipment offer a safer job sight for operators. Our Viper 2-in-1 Viper Pothole Tool takes the traditional two person potholing practice and combines it into a one person operation, the Viper is also a cleaner and safer digging method.	*
47	Describe any product or equipment innovations that increase uptime and operator productivity.	The optional hydraulically driven valve turner/exerciser increases productivity, operator safety and valve protection over traditional methods of manually turning end exercising underground valves. Our Viper 2-in-1 Viper Pothole Tool takes the traditional two person potholing practice and combines it into a one person operation, the Viper is also a cleaner and safer digging method and adds efficiency on the job site.	*

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	Our dealer, Allquip Universal, Inc. DBA Access Utilities International is a minority women owned business, no documentation.
49		Minority Business Enterprise (MBE)	☒ Yes ☐ No	Our dealer, Allquip Universal, Inc. DBA Access Utilities International is a women owned Minority Business Enterprise (MBE), certificates in the uploaded documentation.
50		Women Business Enterprise (WBE)	☒ Yes ☐ No	Our dealer, Allquip Universal, Inc. DBA Access Utilities International is a women owned business, no documentation.
51		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	not that Ring-O-Matic is aware of
52		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	not that Ring-O-Matic is aware of
53		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	not that Ring-O-Matic is aware of
54		Small Business Enterprise (SBE)	☐ Yes ☒ No	not that Ring-O-Matic is aware of
55		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	not that Ring-O-Matic is aware of
56		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	not that Ring-O-Matic is aware of

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 on orders made through the Sourcwell contract are net 30 days. Acceptable payment methods are cash/check, bank wire (\$25 wiring fee), or credit card (%2.5 credit card fee)
58	Describe any leasing or financing options available for use by educational or governmental entities.	Many of our dealers offer lease and finance options. Ring-O-Matic is actively working with our parent company, The Alamo Group, to secure finance options that can be used by educational or government entities.
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.	Ring-O-Matic will use a standard quote document to price each item for Sourcwell members. Upon receipt of a purchase order, Ring-O-Matic will provide a sales order acknowledgment to the customer. Please find examples attached in uploaded documents.
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Ring-O-Matic will accept the P-card. Using the P-card for payment process might incur a 2.5% transaction fee.

61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model is a 10% discount from published MSRP. The price pages, in Excel format, list the product and options offerings along with the MSRP price and the discounted Sourcewell contract price. Please find price pages in the uploaded documents.	*
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.	Pricing discount for this proposal is 10% off of MSRP.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	Orders of three or more identical machines at one time by the same entity, there will be an additional 2% discount allowed	*
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.	Ring-O-Matic realizes from time to time there may be products sourced that we do not offer. Sourced products, related services, open market items or nonstandard options will be priced at cost plus 20%	*
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.	Some dealers may implement a pre-delivery inspection fee, this is based on the individual dealer. Ring-O-Matic will implement a chassis mounting fee on skid mounted units if the skid is mounted to a customer supplied chassis at Ring-O-Matic.	*
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.	Shipping costs are an additional cost to Sourcewell members. Shipping costs are determined by delivery location. Shipping is handled by our freight broker, this is a pass through cost where Ring-O-Matic has no financial gain.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The same shipping terms apply for Alaska, Hawaii, Canada, or any offshore delivery. Shipping is handled by our freight broker, this is a pass through cost where Ring-O-Matic has no financial gain.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Areas not covered in our dealer distribution coverage area will be handled directly through Ring-O-Matic.	*
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.	Our Sourcewell pricing worksheets will be distributed to our dealer network. this assures that our dealer sales staff have access to the correct price pages. These contract specific price sheets have the 10% discount already listed to prevent error. Ring-O-Matic audits every incoming order to determine if our dealers have sold it via the Sourcewell Contract. If it was determined it was a Sourcewell sale, we verify all contract pricing via our worksheet and the customer purchase order. Every customer purchase order utilizing the Sourcewell contract must list their Sourcewell membership number and Ring-O-Matic contract number. Upon confirming the order is purchased via the Sourcewell contract, we document every order on an Excel spreadsheet. This spreadsheet tracks purchasing entities' contact information, sell price, and contract fee. For fee reporting and remittance our sales team works with our accounting department that audits the Sourcewell orders spreadsheet and reports sales on a quarterly basis. Fees are paid based on this quarterly reporting.	*
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.	Ring-O-Matic already works with the Association of Equipment Manufacturers (AEM) and provides AEM with monthly sales reports. We plan to internally piggy back on this reporting system by earmarking the sales that were made through Sourcewell. Based on the amount of sales through the Sourcewell contract versus other sales, we will be able to measure the success we are having through the contract.	*

71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Ring-O-Matic will pay a 1.5% administrative fee to Sourcewell for facilitating, managing and promoting the Sourcewell contract	*
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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.	Being on a current contract, Ring-O-Matic understands the value of the Sourcewell contract and will offer better pricing to Sourcewell members.	*

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

Line Item	Question	Response *	
73	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Ring-O-Matic offers the following product lines as a solution to Sourcewell members: FT150: 150 gallon fixed tilted debris tank, 25HP air cooled twin gasoline powered engine with electric start, 600 CFM blower, 3.5 gpm @ 3000 psi water pump, all necessary tooling on either a trailer or skid unit. 350VX: 350 gallon spoils tank, 100 gallon poly fresh water tank, diesel powered , 1,000 CFM positive displacement blower, pressurized tank offload, pressure filter backflush, reverse airflow , 6.0 gpm @ 4000psi water pump (factory set at 3,500psi) , all necessary tooling on either a trailer or skid unit. Other options available. 550 Jet Vac: Base Trailer Unit, 550 Gallon Spoils Tank / Strong-Arm Boom Ready, 2 x 100 Gallon Water Tank / 2 x 6K Torsion Axle Trailer, Standard Trailer Jack (12,000#), 1,000 CFM @ 15" Hg Blower w/ reverse air flow, Tier 4 Final Diesel Engine, 6 GPM 4,000 PSI Water Pump (factory set @ 3,500 PSI), Standard Lighting (Includes dual LED rear work lights, strobe light, standard trailer lighting.) All necessary tooling, trailer mounted. Other options available. 850 Jet Vac: Base Trailer Unit, 800 Gallon Spoils Tank / Strong-Arm Boom Ready, 2 x 250 Gallon Water Tank / 2 x 12K Torsion Axle Trailer, Standard Trailer Jack (12,000#), 1000 CFM @ 15" Hg Blower w/ Reverse Air Flow, diesel powered, 6 GPM 4,000 PSI Water Pump (factory set @ 3,500 PSI), Standard Lighting (Includes dual LED rear work lights, strobe light, standard trailer lighting) All necessary tooling, trailer mounted. Other options available. 550VX: 550 gallon spoils tank, diesel powered, 1000 CFM positive displacement blower, Reverse Air Flow, 2x100 gallon poly fresh water tanks, 6.0 GPM @ 4000 PSI water pump (factory set at 3,500 PSI), safety strobe and dual LED work lights. All necessary tooling. Other options available. Suitable for mounting on a truck or deck. 850VX: 800 gallon spoils tank, diesel powered, 1000 CFM positive displacement blower, Reverse Air Flow, 2x250 gallon poly fresh water tanks, 6.0 GPM @ 4000 PSI water pump (factory set at 3,500 PSI), safety strobe and dual LED work lights. All necessary tooling. Other options available. Suitable for mounting on a truck or deck. 1300VX: 1,300 gallon spoils tank, diesel powered, 1000 CFM positive displacement blower, Reverse Air Flow, 2x250 gallon poly fresh water tanks, 6.0 GPM @ 4000 PSI water pump (factory set at 3,500 PSI), safety strobe and dual LED work lights. All necessary tooling on either a trailer or skid unit. Other options available 1600VX: 1,600 gallon spoils tank, diesel powered, 1000 CFM positive displacement blower, Reverse Air Flow, 2x250 gallon poly fresh water tanks, 6.0 GPM @ 4000 PSI water pump (factory set at 3,500 PSI), safety strobe and dual LED work lights.	*

		All necessary tooling. Other options available. Suitable for mounting on a truck or deck. 350VLX: 350 Gallon Spoils Tank & 100 Gallon Water Capacity, 31 HP Gasoline OHV 2-cylinder electric start air-cooled gas engine with 600 CFM Positive Displacement Blower, 3000 PSI 4.9 GPM water pump, safety strobe and dual LED work lights. All necessary tooling on either a trailer or skid unit. Other options available 350VLX-D: 350 Gallon Spoils Tank & 100 Gallon Water Capacity, 24HP 1.1L CAT Diesel with 600 CFM Positive Displacement Blower, 3000 PSI 3.5 GPM water pump. Safety strobe and dual LED work lights. All necessary tooling on either a trailer or skid unit. Other options available 550VLX: 550 Gallon Spoils Tank & 2 x 100 Gallon Water Capacity, 31 HP Gasoline OHV 2-cylinder electric start air-cooled gas engine with 600 CFM Positive Displacement Blower, 3000 PSI 4.9 GPM water pump, safety strobe and dual LED work lights. All necessary tooling on either a trailer or skid unit. Other options available 550VLX-D: 550 Gallon Spoils Tank & 2 x 100 Gallon Water Capacity, 24HP 1.1L CAT Diesel with 600 CFM Positive Displacement Blower, 3000 PSI 3.5 GPM water pump. Safety strobe and dual LED work lights. All necessary tooling on either a trailer or skid unit. Other options available 850VLX: 800 Gallon Spoils Tank & 2 x 250 Gallon Water Capacity, 31 HP Gasoline OHV 2-cylinder electric start air-cooled gas engine with 600 CFM Positive Displacement Blower, 3000 PSI 4.9 GPM water pump, safety strobe and dual LED work lights. All necessary tooling on either a trailer or skid unit. Other options available 850VLX-D: 800 Gallon Spoils Tank & 2 x 250 Gallon Water Capacity, 24HP 1.1L CAT Diesel with 600 CFM Positive Displacement Blower, 3000 PSI 3.5 GPM water pump. Safety strobe and dual LED work lights. All necessary tooling on either a trailer or skid unit. Other options available 850 Deep Vac: 21 HP Honda Gasoline Electric Start OHV Air-Cooled Engine with 230 CFM Masport Deep Draw Blower that can operate with 20 in-Hg vacuum continuously and 27 in-Hg intermittently. It comes with an 800 gallon hydraulic dump tank with a full opening rear door and tethered remote. Pneumatic Load Breaker, 12,000 lbs. axle capacity, Pressure off-load is standard on this machine. All necessary tooling on either a trailer or skid unit. Other options available 850 Super Deep Vac: 21 HP Honda Gasoline Electric Start OHV Air-Cooled Engine with 350 CFM Masport Deep Draw Blower that can operate with 20 in-Hg vacuum continuously and 27 in-Hg intermittently. It comes with an 800 gallon hydraulic dump tank with a full opening rear door and tethered remote. Pneumatic Load Breaker, 12,000 lbs. axle capacity, Pressure off-load is standard on this machine. All necessary tooling on either a trailer or skid unit. Other options available 850 Super Vac: 25 HP 2-Cylinder OHV Air-cooled Gasoline Twin with 600 CFM positive displacement blower. This vac system can operate at vacuum up to 15 in-Hg. It comes with an 800 gallon hydraulic dump tank with a tethered remote with a full opening rear door. All necessary tooling on either a trailer or skid unit. Other options available 850 HI CFM Super Vac: 37 HP 2-Cylinder OHV Air-cooled Gasoline Twin with 1,000 CFM positive displacement blower. This vac system can operate at vacuum up to 15 in-Hg. It comes with an 800 gallon hydraulic dump tank with a tethered remote with a full opening rear door. All necessary tooling on either a trailer or skid unit. Other options available	
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The 850 Deep Vac and 850 Super Deep Vac models can be utilized for pit cleaning, portable toilet servicing, grease trap cleaning and sewer pumping maintenance. There are many options available on our line of equipment that may lend into other subcategories including additional engine options, boom options, water pump options, water heater options, hose reel options, suction hose options, valve turner/exerciser option and other tooling options.	
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.	Ring-O-Matic's standard warranty period is 12 Months or 1,000 hours, whichever occurs first. We do offer extended warranties on all of our products at an additional cost. Warranty work will take place through a Ring-O-Matic dealer when available, transportation cost, if any, to or from the Ring-O-Matic dealer and travel time of Ring-O-Matic dealers service personnel to make repairs on the purchasers sight or other	

location are not covered under this warranty.

Ring-O-Matic has the ability to provide a certified technician, either through our dealer network or directly through Ring-O-Matic, to perform warranty repairs to all geographic regions of the United States and Canada.

Ring-O-Matic Industrial Equipment Warranty:

Warranty Period: 12 Months or 1,000 hours

Ring-O-Matic warrants each new Industrial Equipment of Ring-O-Matic's manufacture to be free from defects in material and workmanship, under normal use and service for one (1) full year after initial purchase/retail sale or 1,000 operating hours, whichever occurs first. This Limited Warranty shall apply to complete machines of Ring-O-Matic's manufacture; replacement parts coverage is detailed later in this warranty statement.

Equipment and accessories not of Ring-O-Matic's manufacture are warranted only to the extent of the original manufacturer's warranty and subject to their allowance to Ring -O-Matic (only if found to be defective by such manufacturer). Engines, blowers & pumps fall into this category.

Equipment Warranty Registration

The unit's limited warranty registration form must be signed and submitted to Ring-O-Matic to warranty@ring-o-matic.com. Equipment warranty registration must be filed within 30 days of retail sale. Dealer stock units must be registered within the first 100 hours or as the machine nears 1 year of age (whichever comes first). Any registrations submitted above the 100-hour range or after 1 year from factory shipment will be subject to denied warranty.

If a machine is retailed after the unit has been in a dealer fleet and accumulated 100 hours (but less than 1000 hours), it will have full warranty when retailed & registered unless the unit is 1 year old or greater.

Any original warranty period still in effect when a machine is sold to a second owner transfers to second owner, as long as registration for second owner is submitted timely. Warranty period for second owner does not extend beyond original owner's warranty period.

Warranty Terms

Warranty repair or replacement must be made by a Ring-O-Matic independent authorized dealer at the dealer's location. Ring-O-Matic will reimburse dealer for replacement parts at cost paid and reserves the right to supply remanufactured replacement parts, as deemed appropriate. Labor hours will be paid in line with Ring-O-Matic standard fixed labor hours. Travel and diagnostic time are not covered.

NOTE: Ring-O-Matic's warranty claim form must be submitted within 30 days from the defective failure. The unit's limited warranty registration form must be submitted to Ring-O-Matic. Failure to comply may result in a denied claim.

Retail Purchaser Responsibility

This Limited Warranty requires proper maintenance and periodic inspections of the Industrial Equipment as indicated in the Operator's/Maintenance Manual furnished with each new machine. The cost of routine or required maintenance and services is the responsibility of the retail purchaser. NOTE: The retail purchaser is required to keep documented evidence that routine or required maintenance services were performed. This Ring-O-Matic New Industrial Equipment Limited Warranty may be subject to cancellation if the above requirements are not met.

Ring-O-Matic Industrial Equipment with known failed or defective parts must be immediately removed from service.

Fit and Finish

Ring-O-Matic guarantees the finish of its product during the factory warranty period of 1 year/1000 hours. This coverage includes paint adhesion and surface rust. Fading and discoloration due to sun and heat, are not covered under the terms of this warranty policy. Replacement parts are painted with the latest blend of paint and are not guaranteed to be a perfect match. Shades of paint vary by supplier and batch with every attempt made to made colors.

Not included in this coverage are scratches or damage incurred by transport and does not include damage incurred by vandalism during transport or storage. Any repairs to the machines finish requires pre-approval and will not be warranted if not pre-approved by the Ring-O-Matic Warranty department.

Exclusions and Limitations

The warranties contained herein SHALL NOT APPLY to:

1. New Industrial Equipment delivered to the retail purchaser for which the warranty registration has not been completed and returned to Ring-O-Matic within the first 100 hours or 1 year, or within 30 days from the date of purchase.
2. Any defect which was caused (in Ring-O-Matic's sole judgment) by other than normal use and service of the Industrial Equipment, or by any of the following:
 - accidents or collisions
 - the elements
 - freezing water
 - high-pressure washing
 - improper repair or installation
 - improper storage
 - lack of reasonable and proper maintenance
 - misuse or negligence
 - natural calamities
 - non-Ring-O-Matic-approved alteration(s) or modification(s)
 - overloading
 - parts or accessories installed on Industrial Equipment which were not manufactured or installed by Ring-O-Matic authorized dealers
 - vandalism
 - water damage
 - welding currents or weld spatter
3. Any Industrial Equipment whose identification numbers or marks have been altered or removed or whose hour meter has been altered or tampered with.
4. Any Industrial Equipment in which any of the required or recommended periodic inspection or services have been performed using parts not manufactured or supplied by Ring-O-Matic or meeting Ring-O-Matic specifications including, but without limitation, all engine parts.
5. Any defect which was caused (in Ring-O-Matic's sole judgment) by operation of the Industrial Equipment in a manner not abiding by standard operating procedures outlined in the Operator's Manual.
6. Transportation costs or downtime, if any, to or from an authorized Ring-O-Matic dealer.
7. Diagnostic and overtime labor premiums, shop supplies.
8. Travel time of Ring-O-Matic dealer's service personnel to make a repair at the retail purchaser's site or other location. Downtime is not covered while machine is inoperative for repair.
9. Depreciation damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, or lack of proper protection during storage.
10. In no event shall Ring-O-Matic's liability exceed the purchase price of the component(s) or product(s).
11. Ring-O-Matic may elect to reimburse freight charges for a warranty replacement part. In that case the freight covered will be shipped via ground transport. Emergency transport is possible, however, charges above ground transport rate will be the expense of the dealer or customer.
12. Ring-O-Matic shall not be liable to any person, under any circumstances, for any incidental or consequential damages (including but not limited to, loss of profits, out of service time) occurring for any reason at any time.
13. Accessory systems or electronic components not of Ring-O-Matic's manufacture are warranted only to the extent of such manufacturer's respective Limited Warranty, if any.
14. Tools are not covered under this warranty.
15. OEM Components: Battery, Vacuum Pump/Blower, Clutch, Electronic Controllers/Modules/Computers, Engine, Gauges, Hydraulic Pump, Tires, Valve Exercising Arm, or Water Pump. Warranty and support of these items are the sole responsibility of the OEM Component's manufacturer.
16. Consumables and Wear Items: Air Filters, Air Pre-Cleaner, Ball Valves, Bag House Filters, Bearings, Belts, Booms, Brake Pads, Bushings, Clutch Components, Fuel Filters, High-Pressure Water Hose, High-Pressure Water Nozzles, Oil Filters,

	Optional Accessories, Primary and Scrubber Filters, Pressure Relief Valves, Regulating Unloader Valve, Shut-Off Guns, Screens, Shut-Off Valves, Vacuum Hoses, or Vacuum Relief Valve. Replacement Parts Warranty Parts replaced in the warranty period will receive the balance of the first year New Industrial Equipment Limited Warranty, during the first twelve (12) months or 1,000 hours whichever comes first. Replacement parts after the original machine warranty are warranted to be free from defects of material for thirty (30) days or the part will be repaired or replaced (by Ring-O-Matic's sole judgment) at cost paid. Removal and reinstallation labor is not covered. All parts warranty claims must be filed within thirty (30) working days of initial part failure or the warranty claim will be void. In the event of a failed part, the defective part must be retained for possible return. If Ring-O-Matic requests return, please follow the return instructions timely. Unless Ring-O-Matic has requested return, the part can be disposed of once warranty evaluation is completed and communicated. Exclusions of Warranties Except for the warranties expressly and specifically made herein, Ring-O-Matic makes no other warranties, and any possible liability of Ring-O-Matic hereinafter is in lieu of all other warranties, express, implied, or statutory, including, but not limited to, any warranties of merchantability or fitness for a particular purpose. Ring-O-Matic reserves the right to modify, alter and improve any product without incurring any obligation to replace any product previously sold with such modification. No person is authorized to give any other warranty, or to assume any additional obligation on Ring-O-Matic's behalf.
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Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
76	Sewer vacuums	☒ Yes ☐ No	Model lines that fit this category: VLX & VLX-D, VX and Jet Vac models	*
77	Sewer Jetters and Rodders	☒ Yes ☐ No	Models that fit this category: VX and Jet Vac with appropriate jetting nozzles	*
78	Hydro or Air Excavation Equipment	☒ Yes ☐ No	Model lines that fit this category: VLX & VLX-D, VX and Jet Vac models	*
79	Combination Sewer Cleaning and Hydro-Excavation units	☒ Yes ☐ No	Models that fit this category: VX and Jet Vac with appropriate jetting nozzles	*
80	Dewatering, Mud, Trash, and Centrifugal Pumps	☒ Yes ☐ No	Models that fit this category: Vac Only line	*
81	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	☒ Yes ☐ No	Model lines that fit this category: VLX & VLX-D, VX, Jet Vac models and Vac Only line	*
82	Accessories, supplies, and replacement or wear parts related to the offerings above	☒ Yes ☐ No	Ring-O-Matic and our dealers carry a full line of accessories, supplies replacement and wearable parts.	*

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Pricing.zip - Monday February 16, 2026 14:47:23
 - [Financial Strength and Stability](#) - Financial Strength.zip - Monday February 16, 2026 15:10:51
 - [Marketing Plan/Samples](#) - Literature.zip - Monday February 16, 2026 13:36:09
 - [WMBE/MBE/SBE or Related Certificates](#) - MBE.zip - Monday February 16, 2026 13:40:27
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Monday February 16, 2026 14:20:51
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Additional Documentation.zip - Monday February 16, 2026 15:05:31

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. - Jim Zylstra, Sales Manager, Ring-O-Matic, LLC

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

☐ Yes ☒ No

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

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

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