	C	ontract	Review S	heet			
		Purch	nase Order #:	920949	Amendn	nent #:	
Contact: Jeniffer Sca	nles		Department:	Public Work	s Departme	nt	92(
Phone #: (503) 588-5036 Date Sent: Wednesday, August 23, 2023					920949		
Title: Owen Equipment. 2024 Vactor Flusher Truck						9	
Contractor's Name:	Owen Equipment						_
Term - Date From:	September 13, 2023		Expires: J	une 30, 2024			
Original Contract Amo	ount: <u>\$547,376.32</u>		Previous Ame	ndments Amour	nt:	\$0.00	
Current Amendment:	<u>\$0.00</u>	New	Contract Total:	\$547,376.32		Amd%	0%
✓ Incoming Funds	Federal Funds	Reinstate	ment 🗌 Retro	active	Amendment	t greater than	25%
Source Selection Meth	od: 10-0400 Coop	oerative			Coop	erative# 1012	221-VTR
Description of Services	s or Grant Award						
used to flush, clean, an In addition, the truck is conflicts during our dig through the Sourcewell This equipment will re	s used to perform safe 1 gging operations. For l l cooperative purchasir	non-destructi FY 2023/202 ng group. Fur	ve hydro-excava 4 the PO amoun iding is approved	tion around loc t for the Flusher 1 by CE#24-324	r Vac truck i	<mark>s \$547,376.32</mark>	and
Desired BOC Session I	Date: 9/13	3/2023		BOC Plannin	g Date:		
			· · · · · · · · · · · · · · · ·		8/31/202	23	
Files submitted in CMS	S: 8/23/2023	Pri	nted packet & co		~	8/31/202 8/29/202	
Files submitted in CMS BOC Session Presenter		Pri	nted packet & co		~		
			nted packet & co		~		
	r(s) Scott Wilson		-	opies due in Fir	~		
BOC Session Presenter Date Finance Received	r(s) Scott Wilson		-	opies due in Fir	nance:		
BOC Session Presenter	r(s) Scott Wilson		-	opies due in Fir	nance:		
BOC Session Presenter Date Finance Received	r(s) Scott Wilson		-	opies due in Fir	nance:		
BOC Session Presenter Date Finance Received	r(s) Scott Wilson	FOR F	-	opies due in Fir Date Lega	nance:		
BOC Session Presenter Date Finance Received	r(s) Scott Wilson	FOR F	FINANCE USE	opies due in Fir Date Lega	nance:		
BOC Session Presenter Date Finance Received Comments: Y	r(s) Scott Wilson	FOR F	FINANCE USE	opies due in Fir Date Lega	nance:		23
BOC Session Presenter Date Finance Received Comments: Y	r(s) Scott Wilson	FOR F FOR F REQUIR 8/28/2023	FINANCE USE	Date Lega	nance:	<u>8/29/20</u>	23

MARION COUNTY BOARD OF COMMISSIONERS BOard Session Agenda Review Form						
Meeting date: 9/13/23						
Department: Public W	orks	Agenda Planning D	Date: 8/3	1/23	Time required:	5 min.
🔀 Audio/Visual aids	PowerPoint					
Contact: Scott Wi	son	Pł	none:	503-365-3219		
Department Head Signa DocuSigned by: Brian McLislas 9793BA7ACD6D443	ature:					
TITLE	Consider approval for PO#92094	49 for the purchase of	f a 2024 r	nodel year Vact	or 2100i Flusher Va	ic Truck.
lssue, Description & Background	Public Works utilizes a diversified fleet of heavy and medium equipment types to perform its road maintenance tasks. The Flusher Vac Truck is utilized throughout the year and used to flush, clean, and vacuum debris out of pipes and drainage structures. In addition, the truck is used to perform safe non-destructive hydro-excavation around located underground utilities to avoid conflicts during our digging operations.					
Financial Impacts:	For FY 2023/2024 the PO amour cooperative purchasing group.					
Impacts to Department & External Agencies	This purchase is essential to replace equipment that has surpassed its useful life span and will be replacing truck PW0808.					
Options for Consideration:	sideration: model year Vactor 2100i Flusher Vac Truck.					
2. Deny approval of the purchase order to Owen Equipment Co. in the amount of \$547,376.32 to purchase a 2024 model year Vactor 2100i Flusher Vac Truck.						
Recommendation:	It is the recommendation of Marion County Public Works staff that the Board chooses option 1 and approves the purchase order to Owen Equipment Co. in the amount of \$547,376.32 to purchase a 2024 model year Vactor 2100i Flusher Vac Truck.					
List of attachments:	ist of attachments: Contract Review Sheet Purchase Order#920949 Approved Purchase Request Form Signature Page					
Presenter:	Presenter: Scott Wilson					

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Jeniffer Scales jscales@co.marion.or.us



MARION COUNTY FINANCE DEPARTMENT

PO Box 14500 555 Court St NE #4247 Salem, OR 97309-5036

OWEN EQUIPMENT
PO BOX 30959
PORTLAND, OR 97294

Purchase Order			
Purchase Order No	Revision	Page	
920949		1	
Ship To:			
MARION COUNTY PUBLIC WORKS			
5155 SILVERTON RD NE			
SALEM OR 97305			

Bill To:

MARION COUNTY PUBLIC WORKS 5155 SILVERTON RD NE SALEM OR 97305

Customer Acct N 29734	Supplier No 551215	Order Date / Buy J SCALES	er		Revised Date / J SCALES	Buyer
Payment Terms		Ship Via			F.O.B	
		BEST METHOD Request Or Deliv	or To		DESTINATION	
PREPAID		ERIC STEWART	erio		Confirm To / Telephone	
Line # Descript	on	Delivery Date	Quantity	Unit	Unit Price	Total
FLUSH QUOTE THIS PI SOURC	324 2024 2100i VACTOR ER TRUCK PER #2023-67848 JRCHASE IS PLACED AGAINST EWELL ACT#101221-VTR	[1			\$547,376.32
						\$517 276 22
INSTRUCTIO	IS TO VENDOR				Total	
1. Please direct a	any questions concerning this purchase and department.	Note	: Please notify		<u>contact (above) f</u> Purchase Order	or all inquiries regarding
	er Number must appear on all invoices, packa ocuments relating to this order.	iges				
3. Separate invo	ces must be submitted for each Purchase Ord	der.				
4. Do not oversh	p or substitute.		Authorized E	Rv-		
	upply the items requested, please uthority at once.		Autionzed	MARIO	N COUNTY PURC	

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. **TERMINATION OF PO:** The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.
8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.
10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.
 13. WORKERS' COMPENSATION: Contractor shall comply with ORS

656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437-002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

SIGNATURE PAGE FOR OWEN EQUIPMENT. 2024 VACTOR FLUSHER TRUCK - PW-5647-23 between MARION COUNTY and OWEN EQUIPMENT

MARION COUNTY SIGNATURES BOARD OF COMMISSIONERS:

Chair		Date
Commissioner		Date
Commissioner	CocuSigned by:	Date
Authorized Signature:	Brian Mcholas	8/28/2023
rumonzed orgnature.	Department Director or designee	Date
Authorized Signature:		
	Chief Administrative Officer	Date
Reviewed by Signature:		
	Marion County Legal Counsel	Date
Reviewed by Signature:	Gift & White	8/28/2023
rectioned by Signature.	Marion County Contracts & Procurement	Date



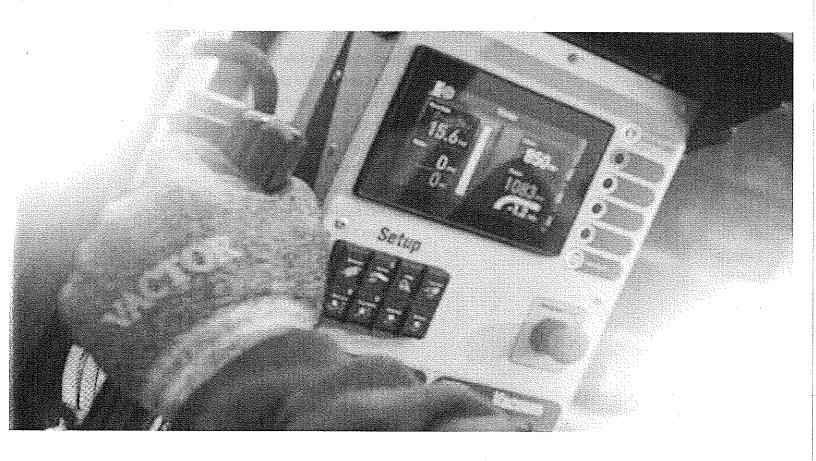
Presents a

Proposal Summary

2100i

Truck Mounted Single Engine Combination Sewer Cleaner

For Marion County





2100i Quote Number:-2023-67848 Date:- 07-26-2023

Page 1 of 12 Team Member :- John Abramowski - : Tel :-



BASIC

MODEL

Vacuum System Model Type Water Flow Chassis Source Controls Single Engine - Dual Stage Fan Combo 80.00 Vactor

Debris Body Capacity (cu.yd.)10.00Water Capacity1300Water Pressure2500Water Tank MaterialAluminumBlower High Temp Shutdownfalse

CHASSIS

PSFT370A-2024-CH

Vactor Supplied Chassis - Tandem Axle -2024Freightliner 114SD SFA6x4 - 370 HP - Auto -66 -000 GVWR - GHG

STANDARD FEATURES

009iSTD	Under Engine Toolbox
011iSTD	Aluminum Fenders
012iSTD	Mud Flaps
014iSTD	Electric/Hydraulic Four Way Boom
016iSTD	Color Coded Sealed Electrical System
019iASTD	Intuitouch Electronic Package
020iSTD	Double Acting Hoist Cylinder
025iASTD	Handgun Assembly
026iSTD	Ex-Ten Steel Cylindrical Debris Tank
030iSTD	Flexible Hose Guide
032iSTD	(3) Nozzles with Carbide Inserts w/Rack
045iSTD	Suction Tube Storage
046iSTD	1" Nozzle Pipe
1001iSTD	Flat Rear Door w/Hydraulic Locks
1005iSTD	Dual Stainless Steel Float Shut Off System
1031iSTD	Debris Deflector Plate
1033iSTD	60" Dump Height
1041iSTD	Debris Body-Up Message and Alarm
1024iSTD	Debris Body Vacuum Relief System
2001ISTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator



2100i Quote Number:-2023-67848 Date:- 07-26-2023 Page 2 of 12 Team Member :- John Abramowski Tel : -

VACTOR

2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose
2022iSTD	Additional Water Tank Sight Gauge
2023iSTD	Liquid Float Level Indicator
3019iSTD	Digital Water Pressure Gauge
4000iSTD	180 deg. Non-Extending Boom
4006iSTD	Front Joystick Boom Control
4010iSTD	Boom Hose Storage
4017iSTD	Boom Out of Position Message and Alarm
4022iSTD	Telescopic Boom Elbow- Standard
5010ISTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
5011iSTD	3"Y -Strainer @ Water Pump
5015iSTD	Midship Handgun Coupling
5019iSTD	Chassis Engine Cooling Package
5022iSTD	Side Mounted Water Pump
6005iDSTD	Digital Hose Footage Counter
6007iSTD	Hose Reel Manual Hyd Extend/Retract
6009iSTD	Hose Reel Chain Cover
6017iSTD	Hydraulic Tank Shutoff Valves
6020iBSTD	Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity
7001ISTD	Tachometer/Chassis Engine w/Hourmeter
7003ISTD	Water Pump Hour Meter
7004iSTD	PTO Hour Meter
7005iSTD	Hydraulic Oil Temp Alarm
8000iSTD	Circuit Breakers
8025iSTD	LED Lights- Clearance- Back-up- Stop- Tail & Turn
9002iSTD	Tow Hooks- Front and Rear
9003iSTD	Electronic Back-Up Alarm
i110STD	Module Paint- DuPont Imron Elite - Wet on Wet
S390ASTD	8" Vacuum Pipe Package
S560STD	Emergency Flare Kit
S590STD	Fire Extinguisher 5 Lbs.



2100i Quote Number:-2023-67848 Date:- 07-26-2023 Page 3 of 12 Team Member :- John Abramowski Tel : -

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VACTOR

BOOM	·
4011iB	Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display
4015i	180 deg. 10ft Telescoping Boom

DEBRIS BODY

1015iBFSTD	Fixed Rear Door Pipe Rack -8" Pipe
1016iSTD	"Subframe Mounted -2 Pipe Rack -8"
1003i	Debris Body Washout
1014i	Centrifugal Separators (Cyclones)
1015i	Folding Pipe Rack - Curbside -8" Pipe
1015iA	Folding Pipe Rack - Streetside -8" Pipe
1022i	Rear Door Splash Shield
1023i	Lube Manifold, with Lube Chart
1030i	Debris Body Inspection Port w/Ladder
3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief
5029i	Cyclone Washout System

VACUUM OPTIONS

3015i	Front Blower Controls
5023i	Fan Flushout System

REAR DOOR

1008i	6" Rear Door Knife Valve w/Camloc - 3:00 position
1008iA	6" Rear Door Knife Valve w/Camloc w/Port -6:00 position
1009iD	Full Rear Door Swinging Screen

HOSE REEL

6002iB	•	600' x 1" Piranha Sewer Hose2500 PSI in lieu of STD
6004iD		Rodder Hose Pinch Roller
6014i		High Pressure Hose Reel



2100i Quote Number:-2023-67848 Date:- 07-26-2023 Page 4 of 12 Team Member :- John Abramowski Tel : -

VACTOR

6025iB	Hose Wind Guide (Dual Roller)- Auto- Indexing	
6027iA	25' Leader Hose (in lieu of standard)	
8030i	Hose Reel Wrapped for Delivery	
WATER TANKS		
2016i	Additional Water- 1300 Gal Total	
3020i	Digital Water Level Indicator	
5015i	Handgun Couplers- Front and Rear	
6026i	Washington State DOT Legal Front Hose Reel	

MISCELLANEOUS

8024i	Amber Lights for Flashing Light Package
9023i	Safety Cone Storage Rack - Drop in Style
CM-PSFT370A-2024-01	Chassis Modifications - 2024 Freightliner PSFT370A

LIGHTING

8001iL	Rear Directional Control- LED Split Arrowboard
8002iA	Wireless- Waterproof- Rechargable- Handheld- LED Spot Light w/12V Charger
8004iF	Rear Mounted- LED Beacon Light w/ Limb Guard
8004iG	Front Mounted- LED Beacon Light w/Limb Guard
8020iL	14 Light Package- 14 Federal Signal Strobe Lights- LED
8027i	LED Mid-Ship Turn Signals
8028i	Worklights (2)- LED-Boom
8029i	Worklights (2)- LED- Rear Door
8029iA	Worklight- LED- Operators Station
8029iB	Worklight- LED- Hose Reel Manhole
8029iC	Worklight- LED- Curb Side
8029iD	Worklight- LED- Street Side
9021iB	Camera System- Front- Rear and Both Sides

PAINT



2100i Quote Number:-2023-67848 Date:- 07-26-2023 Page 5 of 12 Team Member :- John Abramowski Tel : -



i124STD	Vactor 2100i Body Decal- Standard
V-LOGO-APPL.	Vactor Logos - Applied

TOOLBOX

018i	Remote Pendant Control With 35' Cord	
9070iA	Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/(2) LED Side Markers	
9070iB	Long Handle Tool Storage	
9071iE	Toolbox- Behind Cab - 16w 30h x 96d	
9072iA	Toolbox- Driver Side Chassis Frame- 60w x 24h x 24d	
9075iA	Toolbox- Driver Side Subframe- 60w x 20h x 12d	

WATER ACCESSORIES

2006i	Air Purge
5021iC	Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube
6012iA	Lateral Cleaning Kit w/150' Hose and Nozzle- 25 GPM/2000 PSI located at Side
6019i	Rodder Pump Drain Valves

WATER SYSTEM

 5002iA
 80 GPM/2500 PSI Jet Rodder pump



2100i Quote Number:-2023-67848 Date:- 07-26-2023 Page 6 of 12 Team Member :- John Abramowski Tel : - DocuSign Envelope ID: B207498F-8B82-4C74-8642-F8CF5F07352F

VACTOR

LIST PRICE: SOURCEWELL DISCOUNT: FINAL SALES PRICE: \$560,044.00 <u>\$12,667.68</u> \$547,376.32

**All Costs increases resulting from surcharges to Chassis, Components, and Body manufacture will be passed through and added to final invoices upon delivery of equipment. **By signing you Are acknowledging and accepting the terms of this quote.



2100i Quote Number:-2023-67848 Date:- 07-26-2023

X

Page 7 of 12 Team Member :- John Abramowski Tel : -

INTERSTATE COOPERATIVE CHECKLIST

Cooperative:	Sourcewell #101221-VTR]	Contract Start Date	12/20/2021
ïtle:	Vactor Contract		Contract Expiration Date	11/29/2025
olicitation#	101221		Contract #	101221-VTR
Requirement	# Question	Y/N	notes	guidance
279A.220(1)(a)	¹ Was the solicitation and award process a manner substantially equivalent to those specified in ORS 279B.055 or 279B.060?	Yes		proceed to question 2
279A.220(1)(b)	 Does the solicitation allow other governmental bodies to establish contracts or price agreements under the terms, conditions, and prices of the original solicitation? Upload the document or relevant pages into CMS and note in column G where this information can be found. 		Page #1, second paragraph	proceed to question 3
279A.220(1)(b)	 Does the original contract allow other governmental bodies to establish contracts or price agreements under the terms, conditions, and prices of the original contract? Upload the document or relevant pages into CMS and note in column G where this information can be found. 	Yes	Page #1, second paragraph	proceed to question 4
279A.220(2)(a)	 Is Marion County specifically listed in the solicitation OR is Marion County a member of the cooperative group? Attach in CMS or link to demonstration of membership. 	Yes	Marion County's account number is 5253.	proceed to question 5
279A.220(2)(a)	5 Was the solicitation advertised in Oregon? Upload the advertisement document into CMS.	Yes		usable by MC
279A.220(2)(b)	6 Has Marion County advertised a notice of intent to establish a contract under the cooperative?	No		usable by MC

ORS 279A.200 (1)(d) "Interstate cooperative procurement" means a permissive cooperative procurement in which the administering contracting agency is a governmental body, domestic or foreign, that is authorized under the governmental body's laws, rules or regulations to enter into public contracts and in which one or more of the participating governmental bodies are located outside this state.

Examples: OMNIA Partners, Sourcewell, HGAC, NCPA

For USA Dealers Only:

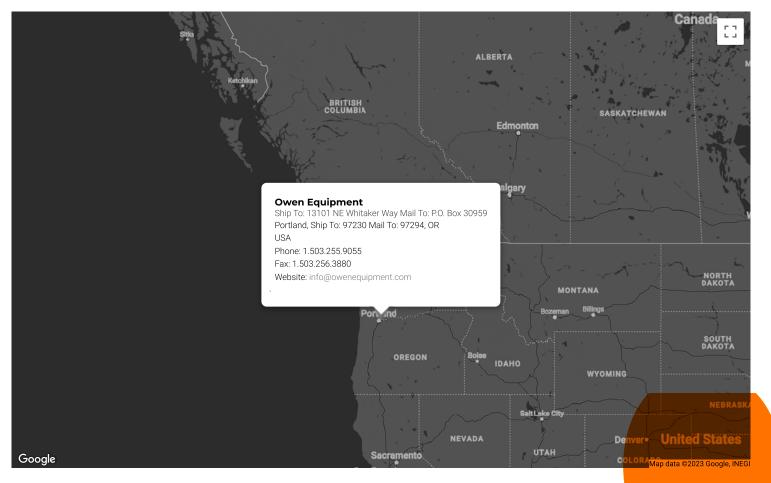
*For Non-USA Dealers, See Map Below

		SHOW ALL STATES.
State:	Oregon	▼
County:	Marion, OR	▼

Owen Equipment

Gives service to the following counties:

Benton, OR - Clackamas, OR - Clatsop, OR - Columbia, OR - Coos, OR - Crook, OR - Curry, OR - Deschutes, OR - Douglas, OR -Gilliam, OR - Grant, OR - Hood River, OR - Harney, OR - Jackson, OR - Jefferson, OR - Josephine, OR - Klamath, OR - Lake, OR -Lane, OR - Lincoln, OR - Linn, OR - Marion, OR - Morrow, OR -Multnomah, OR - Polk, OR - Sherman, OR - Tillamook, OR -Umatilla, OR - Wasco, OR - Washington, OR - Wheeler, OR -Yamhill, OR



* Contact list best viewed in a modern browser such as Chrome, Firefox, or Edge.

About Us

- Equipment
- Applications
- Parts & Service
 - Careers
 - Contact Us



Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vactor Manufacturing, a division of Federal Signal, 1621 South Illinois St., Streator, IL 61364 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities. higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

AFFIDAVIT OF PUBLICATION





11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579 (503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH -- ss.

I, Nick Bjork , being first duly sworn, depose and say that I am a Publisher of the Daily Journal of Commerce , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED SEWER VACUUM, HYDRO-EXCAVATION, AND MUNICIPAL PUMPING EQUIPMENT WITH RELATED ACCESS Sourcewell; Bid Location Staples, MN, Todd County; Due 10/12/2021 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

8/25/2021

State of Oregon County of Multnomah

> SIGNED OR ATTESTED BEFORE ME ON THE 25th DAY OF August, 2021

Nick Bjork

Notary Public-State of Oregon



Carol Jackson Sourcewell 202 12th St NE Staples, MN 56479-2438

SOURCEWELL SEWER VACUUM. HYDRO-EXCAVATION, AND MUNICIPAL PUMPING EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES Proposals due 4:30 pm,

October 12, 2021 REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government unit and service cooperative, requesting proposals for Sewer is Vacuum. Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered. 12029999

Published Aug. 25, 2021.

Order No .: 12029999 **Client Reference No:**