



Tuesday, October 24, 2023

Location: Borough Assembly Chambers

Work Session from 6 - 7 PM / Regular Assembly Meeting at 7 PM

WORK SESSION (6:00 - 7:00 PM)

- a. WS - SEAPA Update & Presentation

1. CALL TO ORDER

- a. PLEDGE OF ALLEGIANCE led by Assembly Member DeBord
b. ROLL CALL

2. CEREMONIAL MATTERS

- a. PROCLAMATION - Alaska Native Heritage Month

3. PERSONS TO BE HEARD

4. AMENDMENTS TO THE AGENDA

5. CONFLICT OF INTEREST

6. CONSENT AGENDA

MOTION ONLY: *Move to Approve the Consent Agenda, as submitted.*

- a. Minutes from the October 10, 2023 Regular Assembly Meeting
b. Approval of the White-Etolin Replat, a replat of a portion of Lot C, Block 30B, USS 1119 (Plat No. 2019-2), Wrangell Townsite, creating Lot C1 and Lot C2, zoned Single Family Residential, owned and requested by Todd and Catherine White
c. CORRESPONDENCE: Action from the October 9, 2023 Regular School Board Meeting
d. CORRESPONDENCE: Minutes from the August 21, 2023 School Board meeting

7. BOROUGH MANAGER'S REPORT

- a. Borough Manager's Report (verbal)
b. Infrastructure Report / Update (verbal)

8. BOROUGH CLERK'S REPORT

- a. Borough Clerk's Report

9. MAYOR AND ASSEMBLY BUSINESS

10. MAYOR AND ASSEMBLY APPOINTMENTS

- a. Appointment to fill open seats on Various Boards and Commissions

- b. Appointment of two Assembly Members and one Alternate Assembly Member to sit on the IBEW Collective Bargaining Union Negotiations Team for the City

11. PUBLIC HEARING

- a. Accepting Community Comments and Alternative Proposed Proposals for Funding Consideration under the FY23 Community Development Block Grant (CDBG) Program and Selecting a Priority Project

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. Approval of a Professional Services Agreement with Appraisal Company of Alaska, LLC in the Amount of \$48,000 for city assessments
- b. Approval for a sole source procurement in conformance with WMC 5.10.050 (I, F) for the Public Works Department with BSI Equipment for a Sewer Equipment of America Model 900-ECO 12-yard Vac Truck, totaling \$521,909.15
- c. Approval to appoint Finance Director, Mason Villarma Interim Borough Manager, and the amendment to his contract
- d. Approval to appoint Borough Clerk, Kim Lane as Deputy Interim Borough Manager, and to approve the First Amendment to the Borough Clerk's contract

14. ATTORNEY'S FILE – Available for Assembly review in the Borough Clerk's office

15. EXECUTIVE SESSION – None.

16. ADJOURNMENT

PROCLAMATION

RECOGNITION OF THE SOVEREIGN NATION STATUS OF WRANGELL COOPERATIVE ASSOCIATION AND THEIR MANY CONTRIBUTIONS TO OUR WRANGELL COMMUNITY

WHEREAS, November is a Federally observed Native American Indian Heritage Month and Alaska recognizes November as Alaskan Native Heritage Month; and

WHEREAS, Wrangell Cooperative Association (WCA) is a federally recognized tribe in the community where the Assembly of the City and Borough of Wrangell, Alaska, desires to declare and reinforce a formal recognition of the Wrangell Cooperative Association as a Tribal Government; and

WHEREAS, Wrangell Cooperative Association promotes and maintains a vibrant culture and tradition and holds a deeply rooted sense of community within Wrangell, Alaska, with the mission to support the cultural, ceremonial and subsistence lifestyle for all Alaskans, and to promote the safe use and availability of a healthy environment for present and future generations; and

WHEREAS, the Assembly of the City and Borough of Wrangell, Alaska, values a strong, effective, and honorable relationship with the Wrangell Cooperative Association; and

WHEREAS, the Assembly of the City and Borough of Wrangell, Alaska, respect the endurance and success of Wrangell Cooperative Association through their cultivation of a traditional language, cultural beliefs, oral narratives, and subsistence lifestyles, and appreciate and value the important contributions of Infrastructure, services and monetary donations including, but not limited to:

- * WCA Transportation Program, in relationship with the U.S. Federal Highways Administration, contributed \$4,231,180 since 2011 to plan, design, manage, rehabilitate, and maintain roads, paths, trails, and bridges that directly benefit our Wrangell community; and
- * WCA contributed \$6,000 to \$10,000 annually in Institute of Museum and Library Sciences grant funding since 2015 for a total contribution of \$68,205 to the Irene Ingle Public Library and contributed \$14,000 in COVID Library Relief grant funds in 2022 and contributed a \$500 Friends of Irene Ingle Public Library mini grant in 2019; and
- * WCA contributed annual pass-through grant funding since 2007 for a total contribution of \$1,932,888 and In 2018-2019 also contributed a total of \$2,000 in mini grants to the Wrangell Senior Center; and
- * WCA contributed \$86,520 for COVID ambulance equipment, \$2,500 to the search and rescue K9 team and \$500 for CPR equipment to the Wrangell Volunteer Fire Department from 2018 to 2020; and
- * WCA distributed \$2,139,790 in food cards and \$1,740,566 in electric payments for community members since 2020 generating \$271,625 in sales tax revenues for the city; and
- * WCA contributed \$5,000 for Petroglyph Beach improvements, \$2,000 for exercise equipment and \$1,000 to the aquatics program at our Parks and Recreation Department; and
- * WCA contributed a total of \$17,000 to Wrangell Public Schools sports teams since 2018 and an additional \$2,000 towards construction of the Evergreen Elementary school garden; and
- * WCA currently has funds to contribute \$23,400 towards the replacement of Wrangell City street signs; and

WHEREAS, the total contributions during the last few years to the City and her citizens totals over \$10.5 Million and the City and Borough of Wrangell, Alaska, desires to recognize, celebrate and strengthen collaborations with Wrangell Cooperative Association, government to government, to achieve mutual objectives.

NOW THEREFORE, I, PATRICIA GILBERT, MAYOR FOR THE CITY AND BOROUGH OF WRANGELL, ALASKA, DO HEREBY PROCLAIM NOVEMBER 2023 AS:

ALASKAN NATIVE HERITAGE MONTH RECOGNIZING THE SOVEREIGN NATION STATUS OF WRANGELL COOPERATIVE ASSOCIATION AND THEIR MANY CONTRIBUTIONS TO OUR WRANGELL COMMUNITY

Signed and sealed on behalf of the City and Borough of Wrangell, Alaska, this 24th day of October, 2023.

Patricia Gilbert
Patricia Gilbert, Borough Mayor

Attest: *Kim Lane*
Kim Lane, MMC, Borough Clerk



**Minutes of Regular Assembly Meeting
Held on October 10, 2023**

Mayor Patricia Gilbert called the Regular Assembly meeting to order at 7:00 p.m., October 10, 2023, in the Borough Assembly Chambers. Assembly Member Ottesen led the pledge of allegiance.

PRESENT – OTTESEN, MORRISON, DALRYMPLE, GILBERT, POWELL, DEBORD

ABSENT – ROBBINS

Borough Mayor Good and Clerk Lane were also present.

Mayor Gilbert presented a Proclamation for Lung Cancer Awareness month.

Mayor Gilbert congratulated Wayne McHolland on his retirement.

Mayor Gilbert congratulated the Wrangell Cross Country Team for their accomplishments.

PERSONS TO BE HEARD

Joan Sargent, resident provided comments and recommendations regarding Ordinance No. 1046.

Kelly Decker, resident also provided comments regarding Ordinance No. 1046.

Diane O'Brien, resident also provided comments regarding Ordinance No. 1046.

AMENDMENTS TO THE AGENDA

Clerk Lane stated that Items 9a and 9b should have been placed under Section 10 (Mayor and Assembly Appointments) and that if there were no objections, those two items would be considered under Section 10 of the Agenda. There were no objections from the Assembly.

CONFLICT OF INTEREST – None.

CONSENT AGENDA

6a Minutes from the September 26, 2023 Regular Assembly Meeting

6b Minutes from the October 5, 2023 Special Assembly Meeting3

6c RESOLUTION No 10-23-1812 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADOPTING AN ANNUAL RECOGNITION OF THE SOVEREIGN NATION STATUS OF WRANGELL COOPERATIVE ASSOCIATION, A FEDERALLY RECOGNIZED TRIBE, AND ACKNOWLEDGE THEIR IMPORTANT CONTRIBUTIONS TO OUR WRANGELL COMMUNITY (*this item was moved to Unfinished Business*)

M/S: Powell/DeBord to approve the Consent Agenda, as presented. Motion approved by polled vote.

BOROUGH MANAGER'S REPORT

Finance Director Villarma gave a verbal report.

Economic Development Director Thomas gave a verbal report.

Manager Good gave a verbal report.

BOROUGH CLERK'S REPORT

Clerk Lane's report was provided.

MAYOR AND ASSEMBLY BUSINESS

MAYOR AND ASSEMBLY APPOINTMENTS

10a Annual Vice-Mayor Appointment

M/S: DeBord/Dalrymple to appoint Assembly Member Powell for Vice-Mayor until October 2024. Motion approved by polled vote.

10b Annual Board and Committee Appointments

Mayor Gilbert stated that unless there are any objections to the appointments to the City Boards and Committees, she would declare them appointed ending October 2026. There were no objections from the Assembly. Gilbert asked Clerk Lane to advertise for the open seats.

PUBLIC HEARING

11a ORDINANCE No. 1046 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 16.10 - REAL PROPERTY LEASES, TO TITLE 16 – PUBLIC LANDS, OF THE WRANGELL MUNICIPAL CODE

Gilbert called the Public Hearing to order and asked for an administrative report.

Clerk Lane stated that this would provide the procedures for leasing borough-owned land.

Gilbert asked if there was anyone who wanted to speak on this item.

Joan Sargent, resident stated that they do not currently have a lease, they have a draft.

Gilbert closed the Public Hearing and asked for a motion on this item.

M/S: Powell/DeBord to approve Ordinance No. 1046.

The assembly approved by consent to add "or entity" in the first sentence, to Section 16.10.030 Applications.

Motion approved by polled vote.

11b RESOLUTION No. 10-23-1813 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING AMENDED FEES AND RATES IN THE SANITATION DEPARTMENT

Gilbert called the Public Hearing to order and asked for an administrative report.

Manager Good explained that this would address wood waste burning and fees.

Gilbert asked if there was anyone who wanted to speak on this item. Hearing none, Gilbert closed the Public Hearing and asked for a motion on this item.

M/S: Powell/Morrison to approve Resolution No. 10-23-1813 adopting Exhibit A. Motion approved by polled vote.

11c Approval to move forward with the sale of City Leased Owned Tidelands, Lot 24A, Block 83-A, Plat 2006-6, currently leased by Randy and Jeannie Easterly, request by Randy and Jeannie Easterly

Gilbert called the Public Hearing to order and asked for an administrative report.

Clerk Lane stated that the Easterly's currently lease their Tidelands; they would like to purchase the Tidelands so that they can develop the area for a rock pad and a shop. All provisions of the code have been followed to date. The next step, if the assembly approves moving forward would be to advertise in the newspaper for anyone wanting to protest the sale and to order an appraisal. The assembly would most likely see a Resolution to approve the sale at their November 14th meeting.

Gilbert asked if there was anyone who wanted to speak on this item. Hearing none, Gilbert closed the Public Hearing and asked for a motion on this item.

M/S: Morrison/Powell to approve moving forward with the sale of City owned Leased Tidelands Lot 24A, Block 83-A, currently leased by Randy and Jeannie Easterly.

Dalrymple stated that he does not agree that this complies with Borough Code.

After extensive discussion, the consensus was that the code section on purchasing tidelands needs to be reviewed and possibly amended and that there needs to be an application created for those who wanted to purchase tidelands.

Good stated that it was not up to administration justify the sale of tidelands; it's up to the people who are asking to purchase them to make the case.

Motion approved by polled vote.

UNFINISHED BUSINESS – None.

NEW BUSINESS

13a Approval of the First Amendment to the Professional Services Agreement with Jermain Dunnagan & Owens for Municipal Legal Services

M/S: Powell/Morrison to approve First Amendment to the Professional Services Agreement with Jermain Dunnagan & Owens for Municipal Legal Services, as allowed in Section 5(A) of the Agreement from September 13, 2023, to September 13, 2024. Motion approved by polled vote.

13b Approval of the “Chugach” real property lease agreement between the United States of America, acting by and through the United States Forest Service and the City and Borough of Wrangell

M/S: Powell/Ottesen to Approve USFS m/v Chugach real property lease agreement between the United States of America, acting by and through the United States Forest Service and the City and Borough of Wrangell. Motion approved by polled vote.

13c RESOLUTION No. 10-23-1814 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2024 BUDGET IN THE PUBLIC WORKS FUND

TRANSFERRING \$294,449.00 FROM GENERAL FUND RESERVES TO THE PUBLIC WORKS CAPITAL EXPENDITURES LINE ITEM FOR A NEW VACCUM TRUCK AND A USED F550 TRUCK AND AUTHORIZING ITS EXPENDITURE

M/S: Powell/Morrison to approve Resolution No. 10-23-1814. Motion approved by polled vote.

13d RESOLUTION No. 10-23-1815 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ACCEPTING A LOAN IN AN AMOUNT OF \$1,961,000 FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA), RURAL DEVELOPMENT (RD), FOR THE WATER TREATMENT PLANT IMPROVEMENTS PROJECT

M/S: Powell/Morrison to approve Resolution No. 10-23-1815. Motion approved by polled vote.

13e Approval of a contract award to McG Constructors, Inc. in the amount of \$19,605,000 for the Water Treatment Plant Improvements Project

M/S: Powell/Ottesen to approve a contract award to McG Constructors, Inc. in the amount of \$19,605,000 for the Water Treatment Plant Improvements Project. Motion approved by polled vote.

13f Approval of a contract award to Global Diving & Salvage, Inc. in the amount of \$880,294 for the Wrangell Harbor Anodes Project

M/S: Morrison/DeBord to approve a contract award to Global Diving & Salvage, Inc. in the amount of \$880,294 for the Wrangell Harbor Anodes Project. Motion approved by polled vote.

13g Approve an Amendment to the PSA with PND Engineers for Construction Administration and Inspection Services for Wrangell Harbor Anodes Project

M/S: Powell/Ottesen to approve an Amendment to the PSA with PND Engineers for Construction Administration and Inspection Services for Wrangell Harbor Anodes Project. Motion approved by polled vote.

13h Approve an amendment to the Professional Services Agreement with True North Sustainable Development Solutions for Archeological Monitoring of the Alder Top Village Subdivision Site Work Project

M/S: Morrison/DeBord to approve an amendment to the Professional Services Agreement with True North Sustainable Development Solutions for Archeological Monitoring of the Alder Top Village Subdivision Site Work Project. Motion approved by polled vote.

13i Approval to Cancel the upcoming November 28, 2023, Regular Assembly Meeting

M/S: Powell/Morrison to approve canceling the upcoming November 28, 2023, Regular Assembly Meeting. Motion approved by polled vote.

13j Approval of the Resignation of Jeffrey Good as Borough Manager

M/S: Powell/Morrison to approve accepting the resignation from Jeffrey Good as Borough Manager, effective September 27, 2023, with an exit date of January 1, 2024. Motion approved with Morrison, Ottesen, Dalrymple, Powell and Gilbert voted yes; DeBord voted no.

ATTORNEY'S FILE – Available for Assembly review in the Borough Clerk's office

EXECUTIVE SESSION

15a Executive Session: For the purpose of discussing the transition strategies for the Borough Manager’s position and potential candidates for the role of Interim Borough Manager

M/S: Powell/Morrison moved, pursuant to 44.62.320 (c)(2), that we recess into executive session to discuss matters that may tend to prejudice the reputation and character of any person or persons, specifically: to discuss potential candidates for the role of Interim Borough Manager. Motion approved by polled vote.

Moved into Executive Session at 9:15 p.m.

Reconvened from back into Regular Session at 9:44 p.m.

Powell/Morrison to have Assembly Member Powell and Mayor Gilbert negotiate a contract amendment for the Interim Borough Manager for Finance Director Mason Villarma and a Deputy Interim Borough Manager contract amendment for Clerk Kim Lane and to start advertising immediately for the Borough Manager position.

Regular Assembly meeting adjourned at 9:45 p.m.

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

**CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 24 th , 2023
	<u>Agenda Section</u>	6

Approval of the White-Etolin Replat, a replat of a portion of Lot C, Block 30B, USS 1119 (Plat No. 2019-2), Wrangell Townsite, creating Lot C1 and Lot C2, zoned Single Family Residential, owned and requested by Todd and Catherine White

SUBMITTED BY:

Kate Thomas, Economic Development Director

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 24: \$	FY 25: \$	FY26: \$
Amount Budgeted:		
	FY24 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input checked="" type="checkbox"/>	Commission, Board or Committee
Name(s)	Planning and Zoning Commission
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Final Plat of the White-Etolin Replat; 2. Aerial Map of Lots

This item is being considered under the Consent Agenda. Matters listed under the consent agenda are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion on these items. **If the Mayor, and Assembly Member, the Manager or Clerk requests discussion and/or consideration on an item under the Consent Agenda, that item will be removed from the Consent Agenda and will be considered under Unfinished Business.**

RECOMMENDATION MOTION (*Consent Agenda Item*):
Approved under the Consent Agenda.

SUMMARY STATEMENT: The minimum lot size for lots zoned Single Family Residential is 5,000 square feet (WMC 20.52.090). The applicant is subdividing Lot C (19,314 SF) into two lots creating Lot C1 (9,745 sq. ft.) and C2 (9,569 sq. ft.). Both lots are greater than the minimum lot size. There is a 10 ft. wide utility easement that will continue through both lots along the right-of-way. The final plat was approved at the Planning and Zoning Commission meeting on October 12th, 2023.

CITY AND BOROUGH OF WRANGELL, ALASKA

Item b.



1 inch = 70.912306 feet

11 Date: 9/2/2023

Public Map



DISCLAIMER: THESE MAPS ARE FOR PLANNING PURPOSES ONLY. PROPERTY LINES ARE APPROXIMATE. AERIAL 2002.

BOARD ACTION**WRANGELL PUBLIC SCHOOL BOARD
REGULAR MEETING (PAGE 1)****OCTOBER 9, 2023****FOR DETAILS, CONTACT:**

BILL BURR
SUPERINTENDENT
DIRECT PHONE: 907-874-2347

- Appointed David Wilson as School Board President
- Appointed Brittani Robbins as School Board Vice-president
- Appointed Angela Allen as School Board Secretary
- Approved the agenda as presented which includes the items on the consent agenda.
 - Approved the minutes of the September 18, 2023, Regular School Board Meeting
 - Offered Michael Hoyt a contract in the amount of \$8,500.00 to fulfill the duties of the Activities Director for the 2023-2024 school year.
- Appointed Kimberly Powell as School Board Parliamentarian
- Appointed School Board Standing Committee Members
- Accepted the FY'24 Budget as revised.
- Accepted the donation of supplies from Donor's Choose for Mr. Nore's and Mrs. Wilson' Classrooms
- Accepted the second reading of
 - Board Policy 2300, Conflict of Interest
 - Board Policy 3270, School Properties Disposal Procedure
 - Board Policy 5127, Graduation Ceremonies and Activities
- Reviewed:
 - Board Policy 3100, Budget
 - Board Policy 3400, Management of District Assets/Accounts
 - Board Policy 3430, Investing
 - Board Policy 7271, Board Member Code of Ethics
- Accepted the first reading of
 - Board Policy 3440, Property Accounting
 - Board Policy 3452, Student Activity Funds
 - Board Policy 5121, Grades/Evaluation of Student Achievement
- Adjourned

PROCEEDINGS

**MINUTES
WRANGELL SCHOOL BOARD
REGULAR MEETING**

**August 21, 2023, 6:30 PM
Via Zoom**

School Board President David Wilson called the regular meeting of the Wrangell Public School Board to order at 6:30 PM.	CALL TO ORDER
A quorum was determined with the following school board members present Brittani Robbins, Elizabeth Roundtree, and David Wilson. Angela Allen arrived at 6:59 PM. Esther Ashton was absent. Also, present was Superintendent Bill Burr and Recording Secretary Kimberly Powell.	DETERMINE QUORUM
The Pledge of Allegiance was recited, led by Elizabeth Roundtree.	PLEDGE OF ALLEGIANCE
The District Mission, Vision and Values were recited by David Wilson.	DISTRICT MISSION, VISION, AND VALUES
Motion to approve the agenda as presented, which includes the items on the consent agenda by Brittani Robbins, seconded by Elizabeth Roundtree. Poll vote: Brittani Robbins: Yes; Elizabeth Roundtree: Yes; David Wilson: Yes. Motion passed.	APPROVAL OF AGENDA INCLUDING ITEMS ON THE CONSENT AGENDA
<ul style="list-style-type: none"> • Approved the minutes of the June 19, 2023, Regular School Board meeting, as presented. • Approved the removal the missing/obsolete equipment from the inventory data base and offer surplus equipment to the public using publicsurplus.com as presented. • Offered extracurricular contracts for the 2023-2024 school year as presented, pending receipt of a satisfactory criminal background check and drug test. • Approved the hire of Kyle Lewis, Brook McHolland, and Barbara Pointer pending the receipt of a satisfactory criminal background check. • Reviewed the resignation of <ul style="list-style-type: none"> ○ Anna Kleinhofs, Library Paraprofessional ○ Angela McGovern, Special Education Paraprofessional ○ Harrison Steckman, Middle School Assistant Basketball Coach ○ Jennifer Stewart, Middle School Secretary 	
There were no conflicts of interest declared.	CONFLICT OF INTEREST
There were no guests to be heard.	GUESTS TO BE HEARD
There was no correspondence submitted.	REVIEWED CORRESPONDENCE
Information & Reports were accepted by unanimous consent.	ACCEPTED INFORMATION & REPORTS
There were no changes to the Covid-19 Mitigation Plan.	REVIEWED THE COVID-19 MITIGATION PLAN
The School Board discussed the next steps in the strategic planning process. Superintendent Burr said that the information from the survey and the charette has been compiled. The next step will be to get more of a focus from a large group and then starting to narrow it down. He recommends that we bring Alex Ruxton from Cordova over once we have our committee in place.	DISCUSSED STRATEGIC PLANNING
School Board Member Angela Allen arrived at 6:59 PM	SCHOOL BOARD MEMBER ALLEN ARRIVED AT 6:59 PM
Motion to defer action on the AASB Call for Resolutions by Brittani Robbins, seconded by Elizabeth Roundtree. Poll vote: Elizabeth Roundtree: Yes; Angela Allen: Yes; Brittani Robbins: Yes; David Wilson: Yes. Motion approved.	DEFERRED ACTION ON THE AASB CALL FOR RESOLUTIONS
Motion to approve the applications and accept the grant award of supplies from Donor's Choose as presented by Angela Allen, seconded by Brittani Robbins. Poll vote: Angela Allen: Yes; Brittani Robbins: Yes; Elizabeth Roundtree: Yes; David Wilson: Yes. Motion approved.	APPROVED THE APPLICATION AND ACCEPTED THE GRANT AWARD OF SUPPLIES FROM DONOR'S CHOOSE

<p>Motion to approve the Wrangell Public Schools 6-year Capital Improvement Plan as presented by Brittani Robbins, seconded by Elizabeth Roundtree. Poll vote: Brittani Robbins: Yes; Elizabeth Roundtree: Yes; Angela Allen: Yes; David Wilson: Yes. Motion approved.</p>	<p>APPROVED THE 6-YEAR CAPITAL IMPROVEMENT PLAN</p>
<p>Motion to accept the FY'24 Migrant Education Literacy Grant Award in the amount of \$2,500.00 to support literacy for our migrant education students by Angela Allen, seconded by Brittani Robbins. Poll vote: Brittani Robbins: Yes; Elizabeth Roundtree: Yes; Angela Allen: Yes; David Wilson: Yes. Motion approved.</p>	<p>ACCEPTED THE FY'24 MIGRANT EDUCATION LITERACY GRANT AWARD</p>
<p>Motion to accept the grant award in the amount of \$1,500.00 from the Juneau Community Foundation to support a \$500 BASE Scholarship and \$1,000.00 for need-based student supports by Brittani Robbins, seconded by Elizabeth Roundtree. Poll vote: Elizabeth Roundtree: Yes; Angela Allen: Yes; Brittani Robbins: Yes; David Wilson: Yes. Motion approved.</p>	<p>ACCEPTED THE GRANT AWARD FROM THE JUNEAU COMMUNITY FOUNDATION</p>
<p>Motion to accept the second reading renumbering Board Policy 1323, Contests and Awarding of Prizes to Students to BP-5126.1 for inclusion in the policy manual by Angela Allen, seconded by Elizabeth Roundtree. Poll vote: Angela Allen: Yes; Brittani Robbins: Yes; Elizabeth Roundtree: Yes; David Wilson: Yes. Motion approved.</p>	<p>ACCEPTED THE SECOND READING RENUMBERING BOARD POLICY 1323, CONTESTS AND AWARDING OF PRIZES TO STUDENTS TO BP-5126.1</p>
<p>Motion to accept the first reading of Board Policy 1340 (Access to District Records), 1400 (Relations Between Other Governmental Agencies and the Schools), and 4212.62 (Maintenance of Criminal Records) as presented by Brittani Robbins, seconded by Angela Allen. Poll vote: Brittani Robbins: Yes; Elizabeth Roundtree: Yes; Angela Allen: Yes; David Wilson: Yes. Motion approved.</p>	<p>ACCEPTED THE FIRST READING OF BOARD POLICY 1340, 1400, AND 4212.62</p>
<p>Reviewed Board Policy:</p> <ul style="list-style-type: none"> • 1410, Interagency Cooperation for Student and Staff Safety • 2100, Administrative Organization • 2110, Organization Chart/Lines of Responsibility • 2120, Superintendent of Schools • 2121, Superintendent's Contract • 2230, Administrative Councils, Cabinets, and Committees 	<p>REVIEWED BOARD POLICY</p>
<p>Motion to accept the first reading repealing Board Policy 2124, Recruitment of the Superintendent by Angela Allen, seconded by Brittani Robbins. Poll vote: Elizabeth Roundtree: Yes; Angela Allen: Yes; Brittani Robbins: Yes; David Wilson: Yes. Motion approved.</p>	<p>ACCEPTED THE FIRST READING REPELAING BOARD POLICY 2124, RECRUITMENT OF THE SUPERINTENDENT</p>
<p>Motion to revise the substitute employee salary schedule as presented by Angela Allen, seconded by Elizabeth Roundtree. Poll vote: Brittani Robbins: Yes; Elizabeth Roundtree: Yes; Angela Allen: Yes; David Wilson: Yes. Motion approved.</p>	<p>REVISED THE SUBSTITUTE EMPLOYEE SALARY SCHEDULE</p>
<p>Motion to recess into executive session to discuss a matter which by law is required to be confidential, more specifically to interpret contractual leave as it relates to an employee leave request by Brittani Robbins, seconded by Elizabeth Roundtree. Poll vote: Elizabeth Roundtree: Yes; Angela Allen: Yes; Brittani Robbins: Yes; David Wilson: Yes. Motion approved. President Wilson invited Superintendent Bill Burr and Human Resources Director Kim Powell into the executive session.</p>	<p>RECESSED INTO EXECUTIVE SESSION AT 7:13 PM</p>
<p>Reconvened into Regular Session at 7:43 PM with no formal action taken. President Wilson said that he will draft a letter in response to the correspondence received by the Board.</p>	<p>RECONVENED AT 7:43 PM</p>
<p>Reviewed the upcoming dates and meeting announcements.</p>	<p>REVIEWED DATES & MTG ANNOUNCEMENTS</p>
<p>Board Member Allen left the meeting at 7:47 PM.</p>	<p>BOARD MEMBER ALLEN LEFT THE MEETING AT 7:47 PM</p>
<p>Board Member Roundtree said that Harbor Light will be doing a prayer walk around the school campuses Thursday at 6:00 PM. The Middle and High School Kids who attend Harbor Light will be holding a fundraising bake sale on Sunday at 1:00 PM to raise money to attend AKYC.</p>	<p>BOARD MEMBER COMMUNITY ACTIVITY REPORTS</p>
<p>Board Member Robbins said that the tour season is coming to an end. Alaska Housing Finance Corporation is hosting their conference in Wrangell and there will be a community breakfast Wednesday morning. She encouraged the board members to attend the joint Borough Assembly/School Board Work Session on August 28. She will be attending via Zoom.</p>	

Item d.

BOARD MEMBER COMMUNITY
ACTIVITY REPORTS

President Wilson said that we are putting together the membership lists for this year's Standing Committees. He encouraged interested people to contact Mrs. Powell to sign up but requested that anyone who does sign up to serve on a committee attend the meetings. He is excited about the new school year. He attended inservice earlier today and said there was a positive vibe among staff.

Meeting Adjourned at 7:50 P.M.

ADJOURNED AT 7:50 P.M.

Angela Mallen

SCHOOL BOARD SECRETARY

CITY & BOROUGH OF WRANGELL, ALASKA

BOROUGH CLERK'S REPORT

SUBMITTED BY: Kim Lane, Borough Clerk

Upcoming Meetings & Other Informational dates:

Other City Boards/Commissions:

November 2 – Parks & Recreation Board mtg. at 5:30 pm in the Assembly Chambers

November 9 – Planning & Zoning Commission mtg. at 5:30 pm in the Assembly Chambers

November 16 – Economic Development Board WS at 5:30 pm in the Assembly Chambers

Community Events:



October 28 – Wrangell Chamber of Commerce Pumpkin patch from 11am to 2pm at the Downtown Pavilion

Meetings and Other events of the Borough Assembly:

Please see below for the list of upcoming meetings for the Assembly.


One of my favorites! Parliamentary Tid Bits!

Let's talk about the "Ladder"!

The Assembly has a main motion (**Main Motion #14**) before them and a member makes a motion to amend the motion (**Primary Amendment #12**), another member makes a motion to amend the amendment (**Secondary Amendment #11**), and then a member makes a motion to postpone the item to a certain time (**Postpone to Certain Time #9**).

Every motion that is pending is a step up the rung of the ladder. When it is time to vote on the motion, you must come down the ladder, in reverse order of the steps taken up.


The Order of Precedence of Motions



1. Fix time to which to adjourn
2. Adjourn
3. Recess
4. Raise a question of privilege
5. Call for orders of the day
6. Lay on the table
7. Previous question
8. Limit/extend limits of debate
9. Postpone to a time certain
10. Commit or refer
11. Secondary Amendment
12. Primary Amendment
13. Postpone indefinitely
14. Main motion

When any of the motions on this list is the immediately pending motion, any motion above it on the list can be made at that time. The motion below it on the list cannot be made at that time.

Exercise: Practice Climbing the Ladder

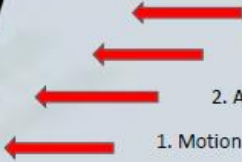


4. Postpone to a Time Certain

3. Secondary Amendment

2. Amendment

1. Motion



27

Explained: While discussing the main motion, a member moves to *amend* the main motion, that proposed amendment is in order because it is #12 on the list, and 12 is higher than 14 on the ladder.

While discussing the amendment, another member moves to make a *secondary amendment*. Secondary amendment is #11 and higher than #12 on the ladder, so it is in order.

While discussing the secondary amendment (#11) another member moves to *postpone* the motion to the next meeting. The motion to postpone to a certain time is #9 on the ladder. It is above #11 and is therefore in order.

While discussing the postponement (9), another member moves that this motion be *referred to a committee*... this motion is ruled “out of order”, because commit or refer is #10 on the ladder.

So, at this point, you have four different motions pending:

#9 – Postpone to a time certain

#11 – Secondary Amendment

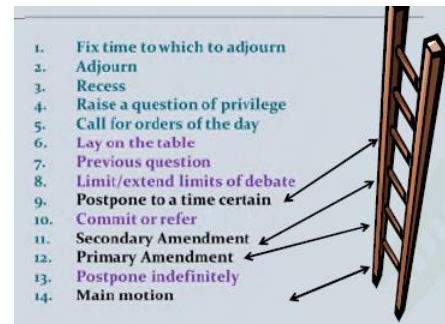
#12 – Primary Amendment

#14 – Main Motion

Every motion that is pending is a step up the rung of the ladder. **When it is time to vote on the motion, you must come down the ladder, in reverse order of the steps you took up the ladder.**

We must now vote on those four motions in reverse order of how they were made.

- #9 – Postpone to Certain Time
- #11 – Secondary Amendment
- #12 – Primary Amendment
- #14 – Main Motion



In other words, the last motion made is the first one voted on and so on. So, let's follow these steps in order:

The Vote and the Ladder

Vote on the motion to postpone to a certain time.

- If this motion passes, the main motion and the amendments that are pending will be postponed along with it to the next meeting. At the next meeting, you will have three motions still pending.
- If the motion to postpone fails, you move down to the next pending motion on the ladder, which is the secondary amendment.

Vote on the secondary amendment.

- If the secondary amendment passes, the *primary amendment is now changed*. If it fails, you move down to the primary amendment as it was originally stated.

Vote on the primary amendment.

If the vote on the primary amendment passes, the main motion on the floor is now amended. If the primary amendment fails, the main motion on the floor is the original main motion.

Vote on the main motion.

If you skip any of those steps, you violate the rules and fall off the ladder!

**CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 24, 2023
	<u>Agenda Section</u>	10

Appointment to fill open seats on various Boards & Commissions

<u>SUBMITTED BY:</u>	
Kim Lane, Borough Clerk	

RECOMMENDATION

Appointments are to be made by the Mayor, with the consent of the Assembly for the following vacancy:

<i>Board/Committee/Commission</i>	<i>Letter of Interest Received from:</i>
Parks & Recreation Board (1 Available)	1. NONE
Planning & Zoning Commission (1 Available)	1. NONE
Investment Committee (1 Available)	1. Daniel Harrison

Procedure - Mayor: “I will appoint _____ to fill the vacancy on the _____ until October 2026.

If there are seats that are left vacant (no letters received), the Borough Clerk will advertise for the vacancies.

Appointments to be filled by the Mayor with the consent of the assembly for the various seats.

Recommended Action if not approved with the consent of the Assembly:

Motion: Move to appoint _____ to fill the vacancy on the _____ for the term up until October 2026.

**CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 24, 2023
	<u>Agenda Section</u>	10

Appointment of two Assembly Members and One Alternate Assembly Member to sit on the IBEW Collective Bargaining Union Negotiations Team for the City

<u>SUBMITTED BY:</u>		
Kim Lane, Borough Clerk		

RECOMMENDATION

Appointments are to be made by the Mayor, with the consent of the Assembly for the following:

Procedure - Mayor: "I will appoint _____ & _____ to sit on the IBEW Collective Bargaining Union Negotiations Team for the City.

Appointments to be filled by the Mayor with the consent of the assembly for the various seats.

Recommended Action if not approved with the consent of the Assembly:

Motion: Move to appoint _____ & _____ to sit on the IBEW Collective Bargaining Union Negotiations Team for the City

CITY & BOROUGH OF WRANGELL, ALASKA
Public Hearing BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 24, 2023
	<u>Agenda Section</u>	12

Accepting Community Comments and Alternative Proposed Proposals for Funding Consideration under the FY23 Community Development Block Grant (CDBG) Program and Selecting a Priority Project

SUBMITTED BY:
 Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required:		
FY 22: \$	FY 23: \$	FY24:
Amount Budgeted:		
Account Number(s):		
Account Name(s):		
Unencumbered Balance(s) (prior to expenditure):		

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: None

MAYORAL PROCEDURE:

Declare the Public Hearing open. The mayor shall ask if there is any administrative report on the Public Hearing Item. Staff will present the required funding program information. Persons who signed up to talk on this item shall be called to the podium. Once all persons have been heard, declare the Public Hearing closed.

RECOMMENDATION MOTION:

1st: Discussion and Action.

2nd: Motion to approve the _____ project as the selected priority project for the FY23 Community Development Block Grant (CDBG) Program.

SUMMARY STATEMENT:

This public hearing is to request public input for the purpose of soliciting ideas for projects to be submitted to the Community Development Block Grant (CDBG) program for project funding. The public hearing will be followed by an Assembly decision and action based on public input.

The mission of the Community Development Block Grant (CDBG) program is to enhance the quality of life for low-income and moderate-income residents. Federal regulations require 51% of the persons who benefit from a funded project must be low- and moderate-income persons as defined by HUD. Wrangell has been determined to be comprised of at least 52.8% low- and moderate-income residents.

National goals of the program include providing financial resources to communities for public facilities, planning, and special economic development activities that encourage community self-sufficiency; reducing costs of essential community services; reducing or eliminating conditions that are detrimental to the health and safety of residents; and assisting in the creation or retention of jobs for low- and moderate-income persons.

Statewide objectives for use of the funds is to: provide potential for long-term positive impact and to increase community self-sufficiency; reduce threats and conditions detrimental to the health and safety of local residents; construct and improve public facilities and reduce maintenance costs; design, engineering, architectural or feasibility plans; business development; inclusion in a local community economic or capital improvement plan; use local resources in combination with CDBG funding.

A public meeting was held on October 11, 2023 to provide an opportunity for the community to comment on potential projects eligible for FY23 CDBG funding and as well on staff recommended projects under consideration. The CDBG grant funds can be used for the following types of projects:

Community Development

Under Section 105(a)(2),(4),(5),(14)&(15), CDBG grant funds may be used for:

Public Facilities

- | | |
|-----------------------------------|-----------------------------------|
| ✓ Health Clinics | ✓ Acquisition |
| ✓ Daycare Centers | ✓ Construction |
| ✓ Homeless Shelters | ✓ Reconstruction |
| ✓ Water & Sewer Systems | ✓ Installation |
| ✓ Solid Waste Disposal Facilities | ✓ Improvements |
| ✓ Flood & Drainage Facilities | ✓ Electrical Distribution Lines |
| ✓ Docks & Harbors | ✓ Fuel & Gas Distribution Systems |

Transportation Improvements

- | | |
|-----------------------|--------------------|
| ✓ Local Service Roads | ✓ Barge Facilities |
| ✓ Boardwalks | ✓ Airports |

Access to Public Facilities & Structures

- | | |
|---|--|
| ✓ Removal of architectural barriers in conjunction with current renovations | ✓ Improve access for handicapped & elderly persons |
|---|--|

Real Property

- | | |
|--------------------|--------------|
| ✓ Acquisition | ✓ Clearance |
| ✓ Building Removal | ✓ Demolition |
| ✓ Improvements | |

Fire Protection Facilities & Equipment

- | | |
|----------------|------------------|
| ✓ Acquisition | ✓ Rehabilitation |
| ✓ Design | ✓ Purchase |
| ✓ Construction | |

Note: Community Development activities do not include the purchase of any personal property or any equipment unless it is attached to a facility or building and considered an "integral structural feature." Fire protection equipment is the only exception.

Planning

Under Section 105(a)(12), CDBG grant funds may be used for:

- | | |
|-----------------------|--|
| ✓ Data Collection | ✓ Community Economic Development Plans |
| ✓ Analysis | ✓ Community Land Use Plans |
| ✓ Plan Preparation | ✓ Capital Improvement Plans |
| ✓ Marketing Studies | ✓ Plan Updates |
| ✓ Feasibility Studies | |

Note: Planning activities do not include engineering, architectural, and design costs related to a specific project activity. These activities may be eligible under the Community Development category.

Special Economic Development

“Special Economic Development,” as used in the CDBG Program, must meet the criteria below. See “Unique Requirements of Special Economic Development Projects” on page 9 for more information about the specific requirements for projects under this funding category.

Under Section 105(a)(14) CDBG grant funds may be used for:

- | | |
|--|------------------|
| ✓ Commercial or Industrial Improvements | Includes: |
| ✓ Carried out by Grantee or Non-Profit Recipient | ✓ Acquisition |
| ✓ Involving Commercial or Industrial Buildings, Structures, and Other Real Property Equipment & Improvements | ✓ Construction |
| | ✓ Reconstruction |
| | ✓ Rehabilitation |
| | ✓ Installation |

Under Section 105(a)(17), CDBG funds may be used for:

- | | |
|---|--|
| ✓ Assistance (through eligible applicant) to an identified private, for-profit entity or entities | The project must: |
| | ✓ Create and maintain jobs for low or moderate income persons |
| | ✓ Assist businesses that provide goods or services needed by and affordable to low and moderate income residents |

Special Economic Development Projects must fit under one of those two categories.

If your project is not for the purpose of acquisition, construction, reconstruction, rehabilitation, or installation of commercial or industrial buildings, structures, and other real property equipment and improvements, OR it is not for the purpose of providing assistance to an identified private for-profit entity **IT IS NOT** appropriate to submit it under the Special Economic Development category.

Note: The examples provided under each of the three funding categories are for general information only and are not intended to be all-inclusive. Each community is encouraged to consult with CDBG Program staff about project eligibility and structure.

The following activities are not eligible for CDBG funding:

- Equipment: The purchase or repair of motor vehicles, equipment (including computer equipment), personal property, or furnishings not permanently attached to a building, except when such vehicles or equipment are utilized for fire protection.
- Government Buildings: Government buildings such as courthouses, city halls, borough administrative buildings, city offices and other buildings used for the general conduct of government, except for the removal of architectural barriers.
- Regular Government Operations: The ongoing responsibilities of general local government.
- Maintenance and Operation: Operation and maintenance expenses of public or community facilities.
- Political Activities: Use of facilities or equipment for political purposes or to engage in other partisan political activities.

This is a competitive grant with application criteria and point values as follows:

- CRITERION #1 Project Description & Selection / Citizen Participation Plan (15 Points)
- CRITERION #2 Project Plan / Readiness (25 Points)
- CRITERION #3 Project Impact (25 Points)
- CRITERION #4 Budget / Match / In-Kind (25 Points)
- CRITERION #5 Administrative Capabilities (10 Points)

Approximately \$2.5 million in competitive grant funds is available Statewide. Formal grant applications are due no later than December 1, 2023. Awards are expected to be made in February 2024, and funds would not be available until the grant negotiation and environmental review processes are complete.

We have prepared a list of projects for consideration by the public and the Assembly during the public hearing. The list will be updated as public input is received through the public hearing, and the Assembly is expected to identify and approve a project as the selected priority project for which to submit an application and commit to the required match (to be further identified and reviewed in November 2023).

As of October 15, the following projects were proposed for funding consideration, either by staff or by the public:

- A. **Stikine Middle School Roof Replacement. Estimate \$1,475,000.** The roof system as included in the 2023 schools condition assessment. Much of the roof was replaced in 1995. At year 28 since installation, the primary insulated roofing system is at the end of its useful life. Water leakage was observed at penetrations and where laps have come unglued. OSB substrate has absorbed water and is swelling, “pillowing” in all roof areas. This in turn has resulted in membrane adhesion being compromised, loss of thermal integrity through water saturated insulation and occasional water damage in spaces below. The older ballasted membrane canopy roofs suffer from similar seam delamination, and surface degradation of the visible membrane surfaces is apparent. Some areas have heavy vegetated growth in the rock ballast material.

Replacement of all (insulated roof and canopy roof) membrane roof areas with PVC or TPO roofing systems, including sheathing, is recommended. While no rotten roof sheathing was observed, it is assumed that there may be some due to the condition of the roofing. Replace rotten roof sheathing in kind when roofing is replaced.

- B. **High School Parking Lot Acquisition and Development. Estimate \$500,000.** Purchase a lot sized 76' x 266' on Reid Stret and construct a parking lot. There is limited parking available for the Wrangell High School. This project could provide as many as 25-30

additional parking spaces to reduce or eliminate the parking congestion and safety hazards that the current situation presents.

- C. **Second Avenue Sidewalk. Estimate \$692,500.** Construct an approximate 1,200-foot sidewalk. The Second Avenue Sidewalk project will improve accessibility by constructing a new sidewalk on Second Avenue and provide connectivity from Mission Street and its residential feeder roads to Bennett Street. Without a sidewalk, pedestrians are required to walk in the path of the heavily traveled roadway.
- D. **Lower McKinnon Street Reconstruction. Estimate \$1,500,000.** This project will rehabilitate a minor arterial road, (lower) McKinnon Street, and associated sidewalks and storm drainage system. This 250-foot road section is one of the only a few primary roads leading to and from Front Street, Wrangell's principal downtown business corridor. Due to its width, it is the road that the barge line containers route through to the barge facility. The hard pavement surfacing of this road is rapidly deteriorating. There is currently a combination of asphalt and concrete surfacing. The asphalt surfacing has been crack-sealed and pothole-filled through maintenance efforts over the years, but the deterioration has been occurring at a higher rate over the last few years. Utilities in McKinnon include water, sewer, data and telecom; therefore, minor utility work will be addressed.
- E. **Design for Inner Harbor Replacement. Estimate \$1,421,000.** Inner Harbor was originally a log stringer float system constructed by the State of Alaska DOT in 1936, with a 1960's float replacement and harbor expansion. The lack of dredging causes the floats to become grounded from time to time, creating further and faster deterioration. In some cases, it causes inaccessible boat slips during certain low tides. Finger piers and primary docks are starting to sink from the deteriorating float system. Rotten wood planks along the docking system creates unsafe walking conditions, continual maintenance needs, and unsafe conditions. Through engineering design efforts, an analysis of moorage space and the new floats reconfiguration will be performed to determine how best to accommodate current and future vessel requirements. The facility is aged and is experiencing failures of critical components. It has exceeded its life expectancy and is in need of replacement. Engineering design and construction would begin as soon as funding is secured.
- F. **Alternatives Analysis for Wastewater Treatment Plant (WWTP) Alternatives Analysis. Estimate \$100,000.** Our renewed EPA permit will contain more stringent bacteria limits that will require upgrades to the existing plant, requiring that effluent disinfection be added to the WWTP process. An alternatives analysis would evaluate feasibility of disinfection alternatives including capital and O&M costs with a life cycle benefit analysis. In 2022, the Borough was provided five years to comply with the new requirements.
- G. **Swimming Pool Roof Replacement (flat roofs). Estimate \$475,000.** This project provides for the replacement of the flat roof sections of the Swimming Pool facility, built in 1985. The flat roof sections would receive a full removal and replacement with roof sheathing, insulation, PVC roofing, metal coping and associated work.

- H. **Community Center Life & Safety Upgrades. Estimate \$825,000.** The Community Center, built in 1951, is now 72 years old. The facility, while in fairly good structural condition, is in need of fairly extensive renovations. This facility acts as a multi-purpose facility and is widely used by the community for a multitude on both on-going community programs and special events. While there is a broader need to rehabilitate this facility, the State Fire Marshall has deemed the lower half of the facility unusable by the public until code compliance for life and safety systems are upgraded. With the lower level of this building out of use, there is a 7,000 square foot loss of community space. The proposed project involves the renovation of the electrical feeders, service, and distribution, replacement of the analog fire alarm system (manual pull stations and limited horns for occupant notification), and communications to support a new addressable fire alarm system.
- I. **Kyle Angerman Playground. Estimate \$350,000.** The Kyle Angerman Playground is near downtown and adjacent to the Irene Public Library. The park is heavily used by residents in the connecting neighborhoods and community members. In a 2016 Parks & Recreation needs assessment, Wrangell residents listed park and playground improvements and sustainable development as a top priority. The project would replace existing play equipment with modern fixtures and improve site surfacing; decommission of existing play equipment, wood fill removal, drain system trenching, subsurface base installation, safety surfacing, complete chain link fencing around park perimeter, and new equipment and signage.
- J. **Yées Dei (English translation: “New Trail”) extension to Petroglyph Beach. Estimate \$650,000.** The CBW is currently working to extend the existing Mt Dewey (historical) Trail to Bennett Street. A portion of the cross-muskeg trail is called the Yées Dei Trail. The proposed project would extend the Yées Dei Trail, by approximately 0.7 mile, to Evergreen Avenue. Trail development through this proposed investment project will provide enhancements to pedestrian connectivity and accessibility, the visitor experience, economic and community development, and the promotion of recreational opportunities within the region.
- K. **Senior Center Building Renovations Estimate \$390,000.** The Senior Center building, owned by the Borough, is in need of repair and renovation work. An initial assessment by the Borough indicates that in order to preserve the building, significant structural repairs and/or replacement are necessary, as are replacing the flooring system (from vapor barrier to finished flooring), foundation skirting, doors and windows replacement, installing rain gutters, downspouts, and a perimeter drain system, replacing rotten eave fascia, bathroom remodel for ADA compliance, kitchen renovation to meet DEC requirements for food preparation, dishwasher with sanitizer, and electrical panel replacement.

**CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 24, 2023
	<u>Agenda Section</u>	13

Approval of a Professional Services Agreement with Appraisal Company of Alaska, LLC in the Amount of \$48,000 for city assessments

SUBMITTED BY:

Jeff Good, Borough Manager

FISCAL NOTE:

Expenditure Required: \$48,000 Total		
FY 21: \$	FY 22: \$48,000	FY23: \$
Amount Budgeted:		
FY21 \$0		
Account Number(s):		
Detail provided below		
Account Name(s):		
Detail provided below		
Unencumbered Balance(s) (prior to expenditure):		
Detail provided below		

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Appraisal Company of Alaska, LLC contract

RECOMMENDATION MOTION:
Move to Approve a Professional Services Agreement with Appraisal Company of Alaska, LLC in the Amount of \$48,000 for city assessments.

SUMMARY STATEMENT:
The City and Borough of Wrangell has a current contract with the Appraisal Company of Alaska for annual assessment services. The assessment will include:

The purpose of this Professional Services Agreement is to assess all commercial and residential real property at their full and true fair market value as prescribed by Alaska Statutes Title 29.

The appraiser will complete all building inspections not previously inspected and the appraiser will revalue all real property based on the current valuation manual. The assessor will provide new assessments, digital photographs and valuation for all new properties constructed in assessment year. This includes revaluation of every single property within the Borough.

For assessment purposes, property values will be calculated based on the cost approach and adjusted based on the sales approach. Work will start in September and this process usually takes a couple of months with values finalized by the end of the year / early January. Assessment notices will be mailed at the end of March which will provide the city three months for any additional review. Fieldwork will be conducted in October/November during which the assessor will meet with the assembly to explain the value changes, on average how much property values will change, and the real estate market overview. The appraiser will update all tax rolls from information supplied by the Borough. The contractor will host the Borough's MARS Assessment Program and update all data.


The appraiser will provide individual assessments for all parcels that are currently combined, will inspect outlying areas within the Borough, and will meet with the Assembly to outline all anticipated valuation changes for the 2024 tax year and provide an assessment valuation summary to be included with notices. The appraiser will work together with the city to come up with a plan to notify property owners that some of the owners will receive multiple tax assessment notices, which in the past it would be only one.

Summary Timeline:

September - Starting the revaluation;
October/November - Fieldwork; meeting with assembly;
December/January - Finalizing the values;
End of March 2023 - Mailing assessment notices.

Fax
(907) 563-1368

Telephone
(907) 562-2
Item a.



Appraisal Company of Alaska LLC

341 W. Tudor Rd. Suite 202
ANCHORAGE, ALASKA 99503
office@appraisalalaska.com
EIN#26-2071908

**PROPOSAL FOR
ASSESSMENT SERVICES
CITY AND BOROUGH OF WRANGELL
WRANGELL, ALASKA 99929
TAX YEAR 2024**

*APPRAISAL COMPANY OF ALASKA
341 W. TUDOR RD. SUITE 202
ANCHORAGE, ALASKA 99503*

Appraisal Company of Alaska



July 28, 2023

Jeff Good, Borough Manager
City and Borough of Wrangell
P.O. Box 531
Wrangell, Alaska 99929

Re: Professional Services for Contract Assessments
For the Tax Year 2024

Dear Mr. Good

Enclosed please find our proposal and agreement for professional services for the City and Borough of Wrangell real property assessments for tax years 2024.

Compensation and Terms of Payment

Assessment fees per year are as follows: 2024 48,000

Contract Assessor to also represent the City and Borough of Wrangell at the annual Board of Equalization (BOE).

Qualifications and Key Personnel:

The Appraisal Company of Alaska presently has a well qualified staff of 4 appraisers with extensive experience in the real property assessment field. The primary contact personal for this project will be Michael C. Renfro, owner of the firm. The appraisal qualifications of the key personnel are attached.



CITY OF WRANGELL, ALASKA

AGREEMENT FOR PROFESSIONAL TAX ASSESSMENT AND APPRAISAL SERVICES

THIS AGREEMENT is between the CITY AND BOROUGH OF WRANGELL, ALASKA, (“City”) and APPRAISAL COMPANY OF ALASKA, LLC (“Contractor”), effective on the 28th day of August _____, 2023.

THIS AGREEMENT is for professional tax assessment services for the City and Borough of Wrangell. Contractor’s primary contact person under this agreement is Michael C. Renfro. Contractor’s primary contact person may not be changed without written consent of the City.

ARTICLE 1. SUMMARY OF SERVICES

- 1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

ARTICLE 2. COMPENSATION

- 2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

ARTICLE 3. PERIOD OF PERFORMANCE

- 3.1 The Contractor agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with Scope of Work (Appendix A) and such time schedules contained in Wrangell Borough Code and any resolutions the Wrangell Borough Assembly passes pursuant thereto.
- 3.2 The period of performance under this agreement shall be tax assessment work for the City and Borough of Wrangell 2024 tax year and shall end upon completion of the Board of Equalization hearings and appeals for the 2024 tax year or December 31, 2024, whichever is last.
- 3.3 This contract may be carried over with the agreement of both parties.

ARTICLE 4. SUBCONTRACTORS

- 4.1 The Contractor shall perform all services required under this agreement except as may be performed by its subcontractors. Subcontractors may be retained only upon written consent from the City.



ARTICLE 5. INSURANCE

5.1 The following minimum limits of insurance coverage are required:

Limits of Liability

<u>Type Insurance:</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
Workmen’s Compensation	\$1,000,000	\$1,000,000
Employers General Liability	\$1,000,000	\$3,000,000
Comprehensive General Liability	\$1,000,000	\$3,000,000
Comprehensive Automobile Liability	\$1,000,000	\$3,000,000

ARTICLE 6. APPENDICES

6.1 The following appendices are attached to this agreement and incorporated herein:

- Appendix A Scope of Work
- Appendix B Basis of Compensation

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____28th____ day of _____July_____, 2023.

CONTRACTOR:

APPRAISAL COMPANY OF ALASKA, LLC

CITY AND BOROUGH OF WRANGELL, ALASKA

Michael C. Renfro, Partner

Jeff Good, Borough Manager



SCOPE OF WORK 2024:

The purpose of this Professional Services Agreement is to assess all commercial and residential real property at their full and true fair market value as prescribed by Alaska Statutes Title 29.

- Task 1: The appraiser will complete all building inspections not previously inspected and the appraiser will revalue all real property based on the current valuation manual and the 2023 sales ratio study.
- Task 2: The appraiser will provide new assessments, digital photographs and valuation for all new properties constructed in assessment year and update the MARS database.
- Task 3: The appraiser will update all tax rolls from information supplied by the Borough.
- Task 4: The contractor will host the Borough’s MARS Assessment Program and update all data.
- Task 5: The appraiser will provide individual assessments for all parcels that are currently combined. That is split up combined account. A follow up on last year.
- Task 6: The appraiser will inspect outlying areas within the Borough, as needed if funds are available for charter.
- Task 7: The appraiser will meet with the Assembly to outline all anticipated valuation changes for the 2024 tax year and provide an assessment valuation summary to be included with notices.
- Task 8: Martins Onskulis will provide MARS training as needed.
- Task 9:: The appraiser will justify appraisals and represent the City and Borough of Wrangell at the annual Board of Equalization.
- Task 10: The appraiser will provide data for the annual State of Alaska sales ratio study and State Report.

The Appraisal Company of Alaska will also be available to assist the Borough as needed for appraisal services.

If you have any questions on this proposal, please contact me at (907) 562-2424.

Sincerely,

APPRAISAL COMPANY OF ALASKA

Michael C. Renfro
Owner



APPENDIX B
BASIS OF COMPENSATION

Contractor shall be paid for all tax assessment work as follows:

2024	\$48,000
------	----------

Assessment work outside of town, Myers Chuck, Tom's Place, Farm Island, etc...., will be included if funds are available for charter expenses.

QUALIFICATIONS OF APPRAISER

Appraisal Company of Alaska



MICHAEL C. RENFRO

EDUCATION:

2021-2023	27 Hour Continuing Ed Sponsored by Bill King and Assoc. McKissock, Appraisal Institute
2018-2021	27 Hour Cont. Education Sponsored by Appraisal Institute, Chicago IL
2018	7 Hour Uniform Standards & Professional Appraisal Practice 2018 Update
2015-2017	27 Hour Continuing Education Sponsored by Appraisal Institute, Chicago, IL
2013-2015	27 Hour Continuing Education Sponsored by Appraisal Institute, Chicago, IL
2011	27 Hour Continuing Education Sponsored by Appraisal Institute, Chicago, IL
2009	27 Hour Continuing Education Sponsored by Appraisal Institute, Chicago, IL
2007	27 Hour Continuing Education Sponsored by Appraisal Institute, Chicago, IL
2005	27 Hour Continuing Education Sponsored by Appraisal Institute, Chicago, IL
2003	The Road Less Traveled; Special Purpose Properties by Appraisal Institute, Girdwood, Alaska
2003	Appraisal of Non-Conforming Uses by Appraisal Institute, Girdwood, Alaska
2003	Partial Interest Valuation Dividend; Appraisal Institute, Girdwood, Alaska
2003	Subdivision Analysis; Appraisal Institute, Girdwood, Alaska
2002	Introduction to Real Estate Econometrics with a Trend Analysis Application; sponsored by Appraisal Institute of Alaska, Anchorage, Alaska
2002	IAAO Course 102 – Income Approach to Valuation; sponsored by AAAO, Anchorage, Alaska
2001 of	Seminar on Partial Interest Valuation – Divided; sponsored by Appraisal Institute of Alaska, Anchorage, Alaska
2001	Seminar on Partial Interest Valuation – Undivided; sponsored by Appraisal Institute of Alaska, Anchorage, Alaska
2000	Standards of Professional Practice, Part C, sponsored by Appraisal Institute of Alaska, Anchorage, Alaska
1999	On-Line Residential Design and Functional Utility, sponsored by Appraisal Institute, Chicago, IL
1999	Inspection of Real Estate, sponsored by The Beckman Company, Anchorage, Alaska

QUALIFICATIONS

MICHAEL C. RENFRO pg. 2

EDUCATION (Continued):

- 1997 IAAO Course 311: Residential Modeling Concepts, sponsored by the Alaska Association of Assessing Officers, Anchorage, Alaska
- 1995 Standard of Professional Practice, Course 410 & 420, sponsored by the Appraisal Institute, Anchorage, Alaska
- 1995 IAAO Course 630: Personal Property Auditing, sponsored by the Alaska Association of Assessing Officers, Anchorage, Alaska
- 1994 Valuing Property Affected by Environmental Contamination sponsored by the International Association of Assessing Officers, Seattle, Washington
- 1993 IAAO Course 301: Mass Appraisal of Residential Property, sponsored by the Alaska Association of Assessing Officers, Anchorage, Alaska
- 1993 IAAO Course 1: Fundamentals of Real Property Appraisal, sponsored by the Alaska Association of Assessing Officers, Prudhoe Bay, Alaska
- 1993 IAAO Course 4: Assessment Administration, sponsored by the Alaska Association of Assessing Officers, Anchorage, Alaska
- 1991 An Introduction to the Appraisal of Conservation Easements and Restricted Lands, sponsored by the Lincoln Land Institute, Phoenix, Arizona
- 1991 Valuation of Wetlands, sponsored by the Alaska Association of Assessing Officers, Fairbanks, Alaska
- 1991 Valuation Of Contaminated Properties and the Effect On Assessed Values, sponsored by the Alaska Association of Assessing Officers, Fairbanks, Alaska
- 1991 Standards of Professional Practice, sponsored by the Appraisal Institute, Anchorage, Alaska
- 1989 Seminar, The Appraisal of Possessory Interests for ad valorem tax purposes sponsored by the Alaska Association of Assessing Officers
- 1989 ANSCA 1991 Amendments workshop sponsored by the Alaska Association of Assessing Officers
- 1989 Seminar, Methods and Techniques Appropriate for the Development of a True Computer Assisted Mass Appraisal System for Commercial Properties and the Usefulness of a Graphic Information System. Methods of Statistical and Quantitative Techniques for Tracking Market Trends. Sponsored by the International Association of Assessing Officers, Fort Worth, Texas

QUALIFICATIONS

MICHAEL C. RENFRO pg. 3



EDUCATION (Continued):

- 1987 Cash Equivalency Seminar sponsored by the American Institute of Real Estate Appraisers
- 1983 Condominium Seminar, Society of Real Estate Appraisers
- 1979 Attended Society of Real Estate Appraisers' Narrative Report Writing Seminar
- 1979 Completed Society of Real Estate Appraisers R-2 (Residential Narrative) Examination
- 1976 Attended Feasibility Analysis Seminar, sponsored by the Society of Real Estate Appraisers and the American Institute of Real Estate Appraisers, Anchorage
- 1972-1974 Western State College of Colorado, Degree Bachelor of Arts in Business Administration
- 1971 Completed Course 1A, "Real Estate Appraisal" Basic Principles, Methods and Techniques, American Institute of Real Estate Appraisers, Chicago, Illinois
- 1966-1968 Drake University, Des Moines, Iowa

EXPERIENCE:

- 1976 to
Present Appraiser, Appraisal Company of Alaska
- 1974-1976 Real Estate Appraiser with Gebhart and Peterson, Inc.
- 1969-1971 Staff Real Estate Appraiser with Alaska Mutual Savings Bank

PROFESSIONAL AFFILIATIONS:

- Residential Real Estate Appraiser; State of Alaska Certificate No. AA-114
- Alaska Association of Assessing Officers, Alaska Certified Assessor Appraiser, Level II - Certificate No.129
- Alaska Association of Assessing Officers

OTHER:

- Past member of the Matanuska Susitna Borough Board of Equalization
- Qualified as an expert witness in the State of Alaska Superior Court and the United States Federal Court

QUALIFICATIONS OF

ARNE G. ERICKSON

EDUCATION:

- 2008 Course Completion - Fundamentals of Real Property Appraisal.
Sponsored/conducted by AAAO.
- 2002 to Present Appraisal Company of Alaska; Assessing Department
- 1983 Masters of Urban & Regional Planning; Eastern Washington University
- 1996 to 1997 Appraisal Company of Alaska; On-the-Job Training
- 1975 to 1980 Alaska Municipal League Sponsored Municipal Assessment Courses
- 1974 Bachelor of Arts – Community Planning; Eastern Washington University
- 1972 Bachelor of Arts – Political Science and Economics; University of Alaska

EXPERIENCE:

- 2002 to Present Municipal Assessor; Appraisal Company of Alaska
- 1997-2002 Community Development Director; Bristol Bay Borough
- 1996-1997 Municipal Assessor; Appraisal Company of Alaska
- 1996-1990 EMS/HHS Coordinator; City of Unalaska, Alaska
- 1990-1983 Director of Planning; City of Unalaska, Alaska
- 1982- 1983 Assistant County Planner; Franklin County, Washington
- 1980-1982 Research Fellowship/Lecturer; Eastern Washington University
- 1975-1980 Administrative Assistant; Bristol Bay Borough
- 1974-1975 County Planner; Franklin County, Washington
- 1974 Community Planner; City of Winthrop, Washington
- 1966-1969 United States Lieutenant – Forward Support Platoon Leader

QUALIFICATIONS OF APPRAISER

ADAM B. VERRIER

EDUCATION:

- 2012-2016 Continuing Education USPAP Update Courses Alaska Chapter of the
Appraisal Institute, Anchorage, Alaska
- 2011 Loss Prevention for Real Estate Appraisers – Liability Administrators
Insurance, Santa Barbara, CA
- 2011 Uniform Standards of Professional Appraisal Practice Update - William
King & Associates, Federal Way, WA
- 2011 Energy Efficient Heating & Hot Water – Alaska Craftsman Home
Program, Anchorage, AK
- 2011 Energy Efficient Lighting & Appliances – Alaska Craftsman Home
Program, Anchorage, AK
- 2011 Ventilation in Homes – Alaska Craftsman Home Program, Anchorage, AK
- 2011 Energy Efficient Doors & Windows – Alaska Craftsman Home Program,
Anchorage, AK
- 2011 Building Science Basics – Alaska Craftsman Home Program, Anchorage,
AK
- 2011 Air Tightness in Homes – Alaska Craftsman Home Program, Anchorage,
AK
- 2011 Ice Dams – Alaska Craftsman Home Program, Anchorage, AK
- 2009 Introduction to Valuing Green Buildings - Appraisal Institute, Chicago, IL
- 2009 Valuation of Green Residential Properties – Appraisal Institute, Chicago,
IL
- 2009 Eminent Domain and Condemnation - Appraisal Institute, Chicago, IL
- 2009 Uniform Standards of Professional Appraisal Practice Update - William
King & Associates, Federal Way, WA
- 2007 Course 400: USPAP Update Course – Alaska Chapter of the Appraisal
Institute; Anchorage, Alaska
- 2005 Course 400: USPAP Update Course – Alaska Chapter of the Appraisal
Institute; Girdwood, Alaska

- 2005 Rates & Ratios: Making Sense of GIMs, OARs, and DCF – Alaska Chapter of the Appraisal Institute; Girdwood, Alaska
- 2005 Residential Design & Functional Utility – Appraisal Institute; Chicago, Illinois
- 2005 The Professional’s Guide to the Uniform Appraisal Report – Appraisal Institute; Warwick, Rhode Island
- 2002 IAAO Course 102 – The Income Approach to Valuation; Anchorage, Alaska
- 2001 The Technical Inspection of Real Estate - The Beckman Company; Anchorage, Alaska
- 2000 IAAO Course 400 – Assessment Administration; Anchorage, Alaska
- 2000 Introduction ACCESS 2000; Anchorage, Alaska
- 2000 IAAO Workshop 151 - Standards of Practice and Professional Ethics; Durham, New Hampshire
- 1999 IAAO Course 300 - Fundamentals of Mass Appraisal; Anchorage, Alaska
- 1999 Real Estate Appraisal - Case Studies, University of Alaska; Anchorage, Alaska
- 1998 Real Estate Appraising, University of Alaska, Anchorage, Alaska
- 1993 B.A. Psychology, University of Wyoming, Laramie, Wyoming

EXPERIENCE:

- 1998 to Present Residential Real Estate Appraiser; Assessor; Appraisal Company of Alaska
- 1997 Construction Contractor Assistant; Ed Sanderson, Anchorage, Alaska

PROFESSIONAL AFFILIATIONS:

- Alaska Association of Assessing Officers; Alaska Certified Assessor Appraiser Level III; Certificate #194
- Certified Residential Real Estate Appraiser, State of Alaska Board of Certified Real Estate Appraisers; License #326
- Member, U.S. Ski Team 1994-1995
- Member, U.S. Olympic Ski Team, 1994 Olympics, Lillehammer, Norway

Martins Onskulis

900 W 23rd Ave, Anchorage, AK 99503 | (C) 9077937713 | monskulis@appraisalalaska.com

PROFESSIONAL SUMMARY

I am a recent graduate from the University of Alaska Anchorage with Master's in Business Administration – Statistics/Data Analytics and with a bachelor's degree in aviation and Business Administration and additionally being the captain of the University Ski Team. I am an active volunteer for many organizations helping people in rural Alaska. I'm well-versed in negotiations, planning and development, relationship management, operations, and logistics coordination and scheduling. I am a hard worker, passionate skier, and amateur hockey player. Throughout my college and athletic career, I have learned the importance of hard work, honesty, and being grateful for what I have. Those principles and values have helped me to succeed in athletics and college. Since the age of 16, I have spent every summer working many different jobs, which has provided me with vast experience of problem-solving in ever-changing environments. In the past I have worked as a Management Intern at the Merrill Field Airport, where I gained practical skills, as well as a nuts & bolts perspective of what it takes to operate an airport. Currently I am working as an Assessor at Appraisal Company of Alaska and Alpine Ski Coach for Alyeska Ski Club.

CORE COMPETENCIES

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. Communications Skills 2. Leadership/Management Skills. 3. Multicultural Sensitivity/Awareness fluent in 2 languages
Latvian/English/ and basic communication skills in Russian 4. Planning/Organizing. 5. Problem Solving/Reasoning/Creativity. | <p>As a student-athlete, I have developed many skills: Understanding the value of teamwork, competitive nature, handling pressure well, coachable and willing to learn, great sense of discipline, strong work ethics, understanding the importance of preparation, seek and love for a challenge, self-motivated, mentally tough, understand the importance of time management.</p> |
|--|--|

PROFESSIONAL EXPERIENCE

ALYESKA SKI CLUB - ANCHORAGE

FIS U19 Alpine Coach, 09/2019 to current

- Responsible for each athletes' development to her/his full potential by offering an appropriate blend of guided free-skiing, skill enhancement, technical improvement, and racecourse tactics in an atmosphere of fun and encouragement. Other tasks include creating outstanding citizens and expert, versatile skiers who would eventually become outstanding racers. Areas of focus include mental/physical preparation and course tactics.

APPRAISAL COMPANY OF ALASKA - ANCHORAGE

Assessor Trainee/Intern, 09/2018 to 09/2019; Assessor 09/2019 to current

- Responsible for determination of the taxability and value of properties, field inspection, structural measurement, calculation, sales analysis, market trend studies, and income and expense analysis. I am also responsible for preparing and maintaining current data on each parcel assessed, including maps of boundaries, inventories of land and structures, property characteristics, and any applicable exemptions. GIS mapping and analysis.

MERRILL FIELD AIRPORT - ANCHORAGE

Management Intern, 05/2017 to 08/2017

- I worked on multiple tasks, projects, and activities. Most of the projects and activities can be divided into daily tasks that involve office work, and the on-site activities. The description of my work, activities, and assignments existed from; observing and researching, developing new ideas and suggestions, assisting office staff with many activities, and attending meetings.



**CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	10/24/2023
	<u>Agenda Section</u>	13

Approval for a sole source procurement in conformance with WMC 5.10.050 (I, F) for the Public Works Department with BSI Equipment for a Sewer Equipment of America Model 900-ECO 12-yard Vac Truck, totaling \$521,909.15

SUBMITTED BY:

Tom Wetor, Public Works Director

<u>FISCAL NOTE:</u>		
Expenditure Required: \$521,909.15		
FY 21: \$	FY 22: \$	FY23: \$521,909.15
Amount Budgeted:		
FY23\$563,000.00		
Account Number(s):		
11000 021 7900		
Account Name(s):		
Capital Expenditures		
Unencumbered Balance(s) (prior to expenditure):		

<u>Reviews/Approvals/Recommendations</u>	
<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. BSI Equipment Quote 2. Yukon Equipment Quote 3. Sourcewell Competitive Bid Documents

RECOMMENDATION MOTION:
Move to approve a sole source procurement in conformance with WMC 5.10.050 (I, F) for the Public Works Department with BSI Equipment for a Sewer Equipment of America Model 900-ECO 12 yard Vac Truck totaling \$521,909.15.

SUMMARY STATEMENT

Quotes were solicited from 2 vendors that provide services to the State of Alaska for vacuum trucks and that we have worked with in the past. There are limited options in terms of vendors as most companies require that you go through the local sales rep. For example, we cannot buy this specific model truck from a vendor in Oregon or Washington as there is an Alaska sales rep that we must go through.

This is a replacement of a like model/like size truck.

We currently have mostly Freightliner trucks. We do have some International, but we are primarily outfitted to work on Freightliner as the International trucks in our inventory are old enough we can get by without diagnostics equipment/computers. New trucks that are a different brand will be incompatible with the resources currently on hand and could require additional investment.

The BSI equipment quote came in as the lower quote at \$521,909.15. The Yukon equipment quote is \$60,417.21 higher at \$582,326.36.

Both companies utilize Sourcewell Contracts which means that equipment they sell is competitively bid nationally. The City and Borough of Wrangell has paid a membership fee since 2014 to maintain our membership to have access to Sourcewell pricing. It is common for local, state, federal and tribal governments to purchase under Sourcewell Contracts to satisfy competitive bidding requirements. Across Alaska there are 135 Sourcewell members.

The updated quote is \$9,807 higher than the previous quote from this summer (\$512,102.15). BSI has stated that if we prepay for our order we can knock that increase down by \$4,652. No additional funds are required as additional money for a used F550 will go towards making up the difference for the updated vac truck cost.

There is approximately a 1 year lead time. BSI has a chassis earmarked for Wrangell reducing the lead time by about 3 months.

It is also worth noting the responsiveness of BSI when compared to Yukon Equipment. From our experience going through this process BSI has gotten us needed information in a much more timely fashion (days as opposed to weeks). Considering how remote we are and certain logistical challenges for technicians or parts availability, it is in the best interest of the City to work with the company with the best track record on responsiveness.

As a result of this information the Department requests a sole source approval to purchase the new Model 900-ECO 12 yard Vac Truck from BSI Equipment.



Quote Date: 10/12/2023
Prepared By: Jim Lackey
Cell: (907) 841-9999
Email:
jlackey@bsiequipment.com

16924 Snowmobile Ln. Eagle River, AK 99577

QUOTE FOR: City of Wrangell
CONTACT: David Bryner
PHONE: (907) 874-2231
EMAIL: cityshop@gci.net

REVISED
Sourcewell Quote
QUOTE VALID THROUGH
11/10/2023

New 2024 Sewer Equipment Co. of America Model 900-ECO 12yd Truck Mounted Combination Sewer Cleaner on a 2025 Freightliner 114SD Plus Chassis

900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner		
<p><u>Vacuum System:</u> 4400 CFM Blower (Blower Speed 2200 RPM) 8" Vacuum Hose system 18" Hg vacuum rating Dual Cyclone Separator Dual Element 10 Micron Final Filter Remote Vacuum Relief Analog Vacuum Display (6) Tube / Tube Rack</p> <p><u>Boom:</u> Telescoping Boom System Telescoping Reach 17' 2" to 27' 2" Hydraulic Powered Boom 180° Working Radius Boom Joystick Control</p> <p><u>Debris Tank:</u> 12 Cubic Yard Capacity Exten Steel Construction Debris Level Indicator Hydraulic Dump, 50° Dump Angle (LIFT CLYINDER) Dual Ported Rear Door w/ Knife Valve Dump Height 60" Hydraulic Open/Close/Lock Door</p>	<p><u>Water System:</u> 1300 Gallon Capacity Water Tank Giant plunger style triplex 65 gpm @ 2000 psi w/ 30 min run dry Black Duraprolene™ Water Tank Construction w/ 10 Year Warranty Cold Weather Recirculation System 2.5" Hydrant Fill system Air Purge Valve Variable Volume Delivery Low Water Warning Light Analog Pressure Display Front and Mid Ship Hand Gun Ports</p> <p><u>Electrical:</u> NEMA 4 Control Panel Hour Meter (Blower & Water Pump) Military Spec. Sealed Switches</p> <p><u>Truck:</u> Mounting to Approved Chassis (1) Alum Toolbox 24"x42"x100" - Behind Cab LED D.O.T. Approved Lighting (2) Tow Hooks Front Bumper</p>	<p><u>Hose Reel & Hose:</u> Front Mounted Telescoping & Rotating 800' X 1" Hose Capacity 10' Leader Hose Single Side Controls</p> <p><u>Accessories:</u> (3) 8" x 6' Extension Tube (1) 8" X 3' Extension Tube (1) 8" x 6' Crowned Suction Nozzle (1) 6" x 10' Flat Discharge Hose (6) Quick Clamps BB Hose Guide Tri-Star (chisel point) nozzle DD (high flow) nozzle Finned Nozzle extension Nozzle Rack (Mounted midship toolbox) 25' Fill Hose Upstream Pulley Guide Washdown gun Cleaner, Tip, Torch, Small (1) Hydrant Wrench (1) Paper Owner's Manual</p>

HOSE REEL ASSEMBLY:

- FOOTAGE METER (mounted on jet hose reel)
- SEWER HOSE (1" I.D., 2500 P.S.I. OPERATING PRESSURE) 600 FT.

WATER TANKS:

- WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons)
- 2" Y-STRAINER ON INLET FILL SYSTEM

WATER SYSTEMS ATTACHMENTS:

- FILL HOSE STORAGE RACK
- STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle (shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose)
- CENTRAL WASHDOWN SYSTEM (includes 50' of 1/2" hose on a spring retracting hose reel mounted mid-ship)

TOOLBOX CONFIGURATIONS:

- (2) 30"x18"x18" passenger side toolboxes with retractable two-step ladder

DEBRIS BOX & BOOM:

- VARIABLE VACUUM CONTROLL VALVE (Located at midship station) - Recommended for Hydroexcavation Operation
- DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box)
- DECANT SCHREEN ON REAR DOOR PORT (swing out perforated shield)

ELECTRICAL & LIGHTING:

- WIRELESS REMOTE CONTROL PENDANT (controls include hose reel payout/retrieve, water pump on/off, vacuum relief open/close, boom up/down, boom left/right, boom extend/retract and module kill switch)
- (6) LED FLUSH MOUNTED STROBES: (2) FRONT, (2) SIDE & (2) REAR FACING (factory standard)
- LED ARROW STICK (factory standard)
- LED MANHOLE AREA WORK LIGHT
- LED CURBSIDE BODY MOUNTED WORK LIGHT
- LED BOOM MOUNTED WORK LIGHTS (2) (complete with limb guard)
- LED REAR MOUNTED WORK LIGHTS (2) : LOCATED ABOVE REAR DOOR

CHASSIS:

- NON-STOCK CHASSIS MOUNTING ALTERATIONS
- AIR PURGE WINTERIZATION SYSTEM (supplied by chassis air system)
- SIX (6) 28" D.O.T. SAFETY CONES AND HOLDER
- CENTRAL LUBRICATION SYSTEM
- (2) TOW HOOKS REAR BUMPER

PAINT:

- SPECIAL PAINT: SOLID COLORS

Manufacturers Price: \$ 378,060.98
Sourcewell Discount: ~~\$11,341.83~~
\$ 366,719.15

**2025 Freightliner 114SD Plus Chassis (Includes Barge Transport
 from Tacoma, WA to Wrangell, AK):** \$ 141,058.00
Drive-Away – Factory in Illinois to Tacoma, WA: \$ 8,200.00
PDI and Local Seattle Transport: \$ 1,280.00
30 Day's Flooring: \$ 4,652.00

Total Purchase Price: **\$ 521,909.15**
FOB Wrangell, AK

This pricing is in accordance with the terms and conditions set forth by and for Sourcewell Contracting.
 Reference Sewer Equipment No. 101221-SCA City and Borough of Wrangell Member No. 106267



Presents a

Proposal Summary

2100i

Truck Mounted Single Engine
Combination Sewer Cleaner

For
WRANGELL AK



BASIC

MODEL

Vacuum System	Roots 824-16 Blower	Debris Body Capacity (cu.yd.)	10.00
Model Type	Combo	Water Capacity	1000
Water Flow	80.00	Water Pressure	2500
Chassis Source	Vactor	Water Tank Material	Aluminum
Controls		Blower High Temp Shutdown	true
Tounge Jack			

CHASSIS

PSIT370A-2024-CH	Vactor Supplied Chassis - Tandem Axle -2024 International HV607 SBA - 370 HP - Auto -66 -000 GVWR -2017 GHG
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STANDARD FEATURES

010iSTD	Operator Station Curbside 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
048iSTD	10' Leader Hose
1001iSTD	Flat Rear Door w/Hydraulic Locks
1005iSTD	Dual Stainless Steel Float Shut Off System
1011iSTD	Microstrainer Prior to Blower



1024iSTD	Debris Body Vacuum Relief System
1031iSTD	Debris Deflector Plate
1032iSTD	48" Dump Height
1041iSTD	Debris Body-Up Message and Alarm
2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator
2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose
2014iSTD	1000 Gallons STD
2022iSTD	Additional Water Tank Sight Gauge
2023iSTD	Liquid Float Level Indicator
3019iSTD	Digital Water Pressure Gauge
4006iSTD	Front Joystick Boom Control
4010iSTD	Boom Hose Storage
4017iSTD	Boom Out of Position Message and Alarm
4022iSTD	Telescopic Boom Elbow- Standard
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
6025iSTD	Hose Wind Guide (Dual Roller)- Manual
7001iSTD	Tachometer/Chassis Engine w/Hourmeter
7003iSTD	Water Pump Hour Meter



7004iSTD	PTO Hour Meter
7005iSTD	Hydraulic Oil Temp Alarm
7007iSTD	Tachometer & Hourmeter/Blower
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.

BOOM

4008i	Grate Lifting Hook- Installed on Boom
4009i	Water Ring Assembly- At Hose End
4011iB	Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display
4013i	Rotatable Boom Inlet Hose
4015i	180 deg. 10ft Telescoping Boom

DEBRIS BODY

1016iSTD	"Subframe Mounted -2 Pipe Rack -8"
1003i	Debris Body Washout
1010iA	Pump Off Ports Only
1014i	Centrifugal Separators (Cyclones)
1015i	Folding Pipe Rack - Curbside -8" Pipe
1015iA	Folding Pipe Rack - Streetside -8" Pipe



1015iB	Folding Pipe Rack - Rear Door -8" Pipe
1022i	Rear Door Splash Shield
1023i	Lube Manifold, with Lube Chart
1026i	Debris Body Vibrator- Electric
3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief

VACUUM OPTIONS

3015i	Front Blower Controls
3017i	Blower High Temp Safety Shutdown
6019iA	Final Filter and Silencer Ball Valve Drains

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

5017i	Hose Reel- Freespool
6001iB	500' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD
6004iD	Rodder Hose Pinch Roller
6008i	Hose Reel Manual Rewind Tool
6014iA	2 High Pressure Hose Reels
8030i	Hose Reel Wrapped for Delivery

WATER TANKS



2004i	Continuous Water Tank Fill
2020i	6" Gravity Fill Port on Upper P/S Water Tank
3020i	Digital Water Level Indicator
5015i	Handgun Couplers- Front and Rear

MISCELLANEOUS

8024i	Amber Lights for Flashing Light Package
9023iA	Safety Cone Storage Rack - Post Style
CM-PSIT370A-2024-01	Chassis Modifications - 2024 International PSIT370A

LIGHTING

8001iJ	Rear Directional Control- LED Arrowboard
8001iN	Front Directional Control- LED Arrowstick
8002iA	Wireless- Waterproof- Rechargeable- Handheld- LED Spot Light w/12V Charger
8004iD	Rear Mounted- LED Beacon Light
8005i	H.A.L.O. (Handsfree Accessory Light Option)
8020iH	10 Light Package- 10 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
9021iA	Camera System- Front and Rear



PAINT

i124STD	Vactor 2100i Body Decal- Standard
9001i	Ziebart Corrosion Protection
9001iA	Road Salt Protection
V-LOGO-APPL.	Vactor Logos - Applied

TOOLBOX

6031i	Front Hose Reel Tool Storage
9070iA	Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/(2) LED Side Markers
9070iB	Long Handle Tool Storage
9071iEL	Toolbox- Behind Cab - 16w 30h x 96d - with Lighting
9072iBL	Toolbox- Driver Side Chassis Frame- 24w x 24h x 24d - with Lighting
9074iA	Toolbox- Driver Side Subframe- 18w x 24h x 24d

WATER ACCESSORIES

2006i	Air Purge
5010iA	Rodder System Accumulator - Jack Hammer on/off Control at Hose Reel
5016i	Additional Rodder System Accumulator (Manual Operation)
5021iC	Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube
5026iA	Insulated- Wrapped Water Lines
6019i	Rodder Pump Drain Valves



WATER SYSTEM

5002iA 80 GPM/2500 PSI Jet Rodder pump

SPARE PARTS

- (1) 8" Quick Clamp Assembly 16584-30
- (1) Hydrant Wrench 20836-30
- (1) 8" x 7'-6" Aluminum Vacuum Tube 25637F-30
- (1) 8" x 5' Aluminum Vacuum Tube 25637-30
- 6" Lay-Flat Drain Hose - 50ft 29898H-30
- (1) Grate Lift Hook 34878-30



Chassis Notes :-

Configured Price	\$585,388.00
Other Charges	
Printed Full Product Manuals	\$0.00
Standard Manuals and USB Version	\$0.00
Freight Streater to Wrangell- Estimated	\$14,500.00
Factory Total	\$579,124.00
Sourcewell Discount	(\$17,561.64)
Final Sourcewell Price	\$582,326.36

Please remember Price indicated includes unapproved Special Request
Price valid for 30 Days from date of 10-17-2023

Product Model: 2100i
Proposal Date: 10-17-2023
Quote Number: 2023-69667
Price List Date: 10-11-2023
QTY: 1

Customer Initials _____



PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor's standard terms and conditions attached hereto and made a part hereof.

Signed By:

Date:



LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, iMPACT and Ramjet	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series, iMPACT and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
2100 Series, iMPACT and Ramjet	2 years - Vactor Rodder Pump
ALL Models starting with 21-09X-XXXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER
Manufacturers of Quality Signal Generators

VACTOR MANUFACTURING
 1621 S. Illinois Street
 Streator, IL 61364

VACTOR
Manufacturers of Quality Signal Generators

9-1-2021

Domestic Terms and Agreement

ORDERS: All orders are subject to acceptance by VactorManufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Vactor reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Vactor's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Vactor. Vactor shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor.



PRODUCT IMPROVEMENTS: Vector reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vector warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE VECTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VECTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VECTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VECTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VECTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE ANDEXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Vector to exercise any of its rights under this agreement shall not constitute a waiver thereof nor prejudice Vector's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vector unless in writing and agreed to by an authorized representative of Vector. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:



Date: _____



Sewer Equipment

High Pressure Jetting, Vacuum, Hydro-Excavating & Recycling

#101221-SCA

Maturity Date: 11/29/2025

Products & Services 

Products & Services

Sourcewell contract 101221-SCA gives access to the following types of goods and services:

- Combination sewer cleaners
- Truck-mounted sewer jetters
- Trailer-mounted sewer jetters
- Easement machines (jetaway)
- Recycling sewer cleaner combinations
- Non-CDL sewer cleaners
- Truck-mounted vacuum excavators
- Catch basin cleaners
- Sewer cleaning nozzles
- Camera inspection vehicles & equipment
- Air excavators
- Parts & accessories

Locate your local dealer or representative

(nongovernment site)

City and Borough of Wrangell
Wrangell, AK

ID# 106267

Is this your organization?

Great news—your organization is already a Sourcewell participating agency! Using the account number provided on this page, you can immediately utilize Sourcewell awarded contracts by providing this number to the supplier you wish to purchase from.

Update your organization's information

Add a contact for your organization

Need help?

Contact our dedicated Client Relations Team at service@sourcewell-mn.gov or 877-585-9706.



About

Careers

Compliance & Legal

Contact

News

Terms & Conditions

Privacy Policy

Accessibility

**Solicitation Number: RFP #101221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sewer Equipment Co. of America, 1590 Dutch Rd., Dixon, IL 61021 (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.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services 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 Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. 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 and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *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, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. 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.
- b. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract 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.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. **Notification.** The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. **Escalation.** If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. **Performance while Dispute is Pending.** Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their 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 Contract 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. 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 be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 or 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 Contract. Supplier certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. 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 contracts by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. 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 Contract will comply with applicable requirements as referenced above.

F. 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.

G. 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).

H. 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.

I. 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.

J. 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.

K. 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 Contract 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.

L. 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an 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 Contract or any purchase by an authorized user.

O. 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 Contract or any purchase by a Participating Entity.

P. 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.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.

R. 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.

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

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Sewer Equipment Co. of America

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/23/2021 | 8:44 PM CST

DocuSigned by:
Shawn Bondele
By: B5011C400B714B6...
Shawn Bondele
Title: Inside Sales Manager
Date: 11/23/2021 | 4:13 PM EST

Approved:

DocuSigned by:
Chad Coquette
By: 7E42BBF817A64CC
Chad Coquette
Title: Executive Director/CEO
Date: 11/24/2021 | 6:48 PM CST



**RFP #101221
REQUEST FOR PROPOSALS
for
Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment
with Related Accessories and Supplies**

Proposal Due Date: October 12, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer 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://portal.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.

Solicitation Schedule

- Public Notice of RFP Published: August 24, 2021
- Pre-proposal Conference: September 15, 2021, 10:00 a.m., Central Time
- Question Submission Deadline: October 5, 2021, 4:30 p.m., Central Time
- Proposal Due Date: October 12, 2021, 4:30 p.m., Central Time**
Late responses will not be considered.
- Opening: October 12, 2021, 6:30 p.m., Central Time
See RFP Section V.G. "Opening"

I. **ABOUT SOURCEWELL**

A. **SOURCEWELL**

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. **USE OF RESULTING CONTRACTS**

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

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 or combination sewer cleaners;
- b. Hydro or air excavation equipment;
- c. Jetters and rodders;
- d. Dewatering, mud, trash, and centrifugal pumps;
- e. Other pumps used in lift station, sewage treatment, water treatment, or water collection facilities; and,
- f. Accessories, supplies and replacement or wear parts related to the offering of the solutions in subsections 1. a. – d. above.

2. The primary focus of this solicitation is on Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, for the cleaning of sewer lines, catch basins, and storm sewers, or for municipal pumping applications, and the related offering of equipment, supplies and services. This solicitation should NOT be construed to include excavators principally intended for utility infrastructure installation and related solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Public Utility Equipment with Related Accessories and Supplies (RFP #012418).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$65 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the

contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this

pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

Rev. 3/2021

Sourcewell RFP #101221
Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment
with Related Accessories and Supplies
Page 10

- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days’ following Sourcewell’s notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal’s content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;

Rev. 3/2021

Sourcewell RFP #101221
Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment
with Related Accessories and Supplies

- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



8/26/2021

Addendum No. 1

Solicitation Number: RFP 101221

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

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We manufacture and sell pipeline inspection and rehabilitation equipment. Are we to bid on RFP 101221 or RFP 093021?

Answer 1:

Each Sourcewell RFP is an open and competitive solicitation process. In the competitive process, Sourcewell will not pre-evaluate a proposer's offerings.

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 8/26/2021, is required at the time of proposal submittal.



9/10/2021

Addendum No. 2

Solicitation Number: RFP 101221

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

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are we able to add new items to the contract post-award or are only items included during the initial submission allowed? When are price increases permitted post-award to accommodate for material COGs increases and is there a yearly limit?

Answer 1:

Refer to the Sourcewell contract template, Section 4 – Product and Pricing Change Requests.

Question 2:

When are sales and the administrative fee paid to Sourcewell? During the quarter the order was received from the customer or after delivery to and payment from the customer?

Answer 2:

Refer to Sourcewell Contract Template Section 8 – Report on Contract Sales Activity and Administrative Fee Payment, for Sourcewell expectations for reporting and administrative fees.

Question 3:

We offer equipment that ranges in capacity and multiple chassis options. If we offer as a standard item on contract a certain gallon tank with a specific chassis and have the unit priced as such, when the customer calls for a quote and wants the same tank with a

different chassis can we quote the difference in pricing as “Off Contract or Open Market” for the difference in cost between the chassis?

Answer 3:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Are we allowed to quote “Off contract or Open Market” any optional equipment that is not included on the base model based on each customer’s specific needs? Or do we have to have on contract any and all possible options available?

Answer 4:

Refer to Answer 3 above.

Question 5:

How are we to handle transportation costs for our units when a customer requires delivery. Because shipping costs can vary largely based on where the unit is to ship, are we allowed to price out delivery on a separate line and add the actual shipping costs to the bid?

Answer 5:

Refer to Answer 3 above.

Question 6:

How can the financial statements be excluded from public record?

Answer 6:

RFP Section VI. E. - Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 9/10/21, is required at the time of proposal submittal.



9/30/2021

Addendum No. 3

Solicitation Number: RFP 101221

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

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Clarify what must be 'provided throughout the term of any Contract'? Does this mean that whenever new MSRP pricing is published it must be provided to Sourcewell and the discount offered in the proposal must be maintained throughout the term of the contract?

Answer 1:

A Proposer with proposed pricing that is based on Percentage Discount from Catalog or Category (RFP Section III. A. 1. b.) is "responsible for providing and maintaining current published MSRP with Sourcewell." The MSRP must be included in the proposal. In the event of contract award, current published MSRP must be provided to Sourcewell throughout the term.

Question 2:

Will a Sourcewell Price and Product Change Request be required whenever new MSRP pricing is published?

Answer 2:

See Answer 1 above. Also, refer to Sourcewell template contract Section 3. – Pricing, for additional detail on pricing during the contract term. "All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal." During the term of an awarded contract, a change of the price stated in a

supplier's proposal is requested using the process described in template contract Section 4. – Product and Pricing Change Requests.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 9/30/2021 is required at the time of proposal submittal.



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #101221
Entitled

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

The following advertisement was placed August 24, 2021 in *USA Today*, in South Carolina's *The State*, in *The Oklahoman* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and August 25, 2021 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer 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.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

AAA EQUIPMENT	LMT, Inc.
Accuworx, Inc.	Manufacturers Solutions Team
Alegna Technologies, Inc.	Melanite Group, Ltd.
Aries Industries, Inc.	Park Pumps & Controls
Axis Vac and Hdd Services, Ltd.	Regina Construction Association
Badger Daylighting, LP, by its GP Badger Infrastructure Solutions, Ltd.	Ring-O-Matic, Inc.
Bucher Municipal North America	Sewer Equipment Co. of America
Cordy Environmental, Inc.	Stepp Manufacturing Company, Inc.
CUES, Inc.	Stetco Group, LLC
Deep Trekker	Super Products LLC
DuCo, LLC (Vac-Con, Inc.)	Texas Underground, Inc. dba Pipehunter, Inc.

Elgin Sweeper Co. (Vactor Manufacturing, a Division of Federal Signal)	The Blue Book Network
GapVax Inc.	Thompson Pump and Manufacturing Company, Inc.
Garsite Progress, LLC	Visual Imaging Resources, LLC dba VIR Proteus
GFL Environmental, Inc.	Wachs Utility Products
Gradall Industries, Inc.	WASTEWATER SOLUTIONS, LLC
Holland Pump Company	Westcan Vac Services, Inc.
Hotsy of Oklahoma	Westvac Industrial, Ltd.
Hurco Technologies, Inc.	Xylem, Inc.
KAISER PREMIER, LLC	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on October 12, 2021, at 4:32:20 pm CT. Proposals were received from the following:

Aries Industries, Inc.
 Badger Daylighting, LP, by its General Partner Badger Infrastructure Solutions, Ltd.
 CUES, Inc.
 Deep Trekker
 DuCo, LLC (Vac-Con, Inc.)
 Elgin Sweeper Co. (Vactor Manufacturing, a Division of Federal Signal)
 GapVax Inc.
 Garsite Progress, LLC
 Gradall Industries, Inc.
 Holland Pump Company
 Hurco Technologies, Inc.
 KAISER PREMIER, LLC
 Park Pumps & Controls
 Ring-O-Matic, Inc.
 Sewer Equipment Co. of America
 Stetco Group, LLC
 Super Products LLC
 Texas Underground, Inc., dba Pipehunter, Inc.
 Thompson Pump and Manufacturing Company, Inc.
 Visual Imaging Resources, LLC dba VIR Proteus
 Wachs Utility Products (Illinois Tool Works)
 WASTEWATER SOLUTIONS, LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, Procurement Lead Analyst
 Carol Jackson, Procurement Analyst
 Craig West, Procurement Analyst
 Nick Scholer, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from Aries Industries, Inc., Badger Daylighting, LP, CUES, Inc., Deep Trekker, Visual Imaging Resources, LLC, and WasteWater Solutions, LLC, fall outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

GapVax Inc. offers varying solutions including sewer vacuums, excavation equipment and jetter/rodders. Their ECO series operates at lower RPMs to reduce noise exposure for the operator. The GapVax dealer network and service centers will serve Sourcewell participating entities throughout the United States and Canada. They are providing sizeable discounts from MSRP on their products.

Gradall Industries, Inc., manufactures numerous sewer vacuum, excavator and jetter units. Their integrated electronic system allows the units to be more efficient and easier to control. Gradall's dealers are ready to serve Sourcewell participating entities throughout the United States and Canada. They are offering competitively discounted pricing in their proposal.

Holland Pump Company offers a strong selection of dewatering, mud, trash, and centrifugal pumps. Holland Pump will serve Sourcewell participating entities throughout the United States and Canada with their dealer service model. Their pricing proposal includes solid discounts on their equipment and products, with an available two-year limited warranty.

Ring-O-Matic, Inc., produces a wide range of hydro-excavation equipment, pumps, and jetter and rodders along with supplies, and replacement parts to enhance their equipment. Their coverage of the United States and Canada allows ready access to their equipment and services. Ring-O-Matic pricing reflects a considerable discount from MSRP for Sourcewell participating entities.

Sewer Equipment Co. of America manufactures a wide range of hydro-excavation equipment of various sizes. The HydroDrive system incorporates enhanced safety features, while also reducing noise pollution. The Sewer Equipment Co. of America dealer network offers sales and service across the United States and Canada. They are offering Sourcewell participating entities a range of percentage discounts from MSRP pricing.

Super Products LLC offers a large selection of sewer vacuums, hydro excavators, and jetters and rodders along with accessories. They offer eject unloading on some of their units which increases operator safety and mitigates the spillage of water during the unloading phase. Super Products has a dealer network and eight factory service centers to serve Sourcewell participating entities across the United States and Canada. They are offering solid discounts on their product lines.

Thompson Pump and Manufacturing Company, Inc., offers a substantial pump offering. Their dealer network covering the United States and Canada offers sales and service support to Sourcewell participating entities. Their self-priming pumps allow for the reduction of spills and conservation of fluids. They are providing sizeable discounts on their products and equipment.

Vac-Con, Inc., manufactures jet and vacuum machines in a variety of unit configurations and feature combinations, with a large catalog of supplies and accessories. Their Aeroboost fan both lowers noise emissions and reduces water requirements without affecting power output. The Vac-Con dealers are ready to serve

Sourcewell participating entities throughout the United States and Canada. They are offering competitively discounted pricing by category or model.

Vactor Manufacturing offers a large selection of sewer cleaners, excavation units, and jetters of various sizes. Their dealer network covers the United States and Canada to provide sales and service support for Sourcewell participating entities. Certain equipment models feature a water-recycling feature allowing them to reduce water needs in the cleaning process. Vactor pricing reflects solid discounts from list pricing on equipment and competitive pricing for rental units.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #101221 to:

GapVax Inc.	#101221-GPV
Gradall Industries, Inc.	#101221-GRD
Holland Pump Company	#101221-HLD
Ring-O-Matic, Inc.	#101221-RGO
Sewer Equipment Co. of America	#101221-SCA
Super Products LLC	#101221-SPL
Thompson Pump and Manufacturing Company, Inc.	#101221-TPM
Vac-Con, Inc.	#101221-VAC
Vactor Manufacturing	#101221-VTR

The preceding recommendations were approved on November 18, 2021.

DocuSigned by:


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 Greg Grunig, Procurement Lead Analyst

DocuSigned by:


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 Carol Jackson, Procurement Analyst

DocuSigned by:


 7F41572C858B4BA...
 Craig West, Procurement Analyst

DocuSigned by:


 4513A60DCA01467...
 Nick Scholer, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #101221 for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies.**

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell’s bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell’s Procurement Policy.

DocuSigned by:

Jeremy Schwartz

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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

Proposal Evaluation
Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies RFP #101221



Possible Points		Aries Industries, Inc.	Badger Daylighting	CUES, Inc.	Deep Trekker	DuCo, LLC (Vac-Con, Inc.)	Elgin Sweeper Co. (Vactor Manufacturing, a Division of Federal Signal)	GapVax, Inc.	Garsite Progress, LLC	Gradall Industries, Inc.	Holland Pump Company	Hurco Technologies, Inc.
Conformance to RFP Requirements	50					44	42	43	39	42	41	39
Pricing	400					340	346	340	305	307	340	338
Financial Viability and Marketplace Success	75					66	64	64	54	66	56	60
Ability to Sell and Deliver Service	100					89	84	80	76	84	70	67
Marketing Plan	50					45	41	42	39	41	38	40
Value Added Attributes	75					67	63	67	54	59	61	56
Warranty	50					41	41	39	40	40	41	40
Depth and Breadth of Offered Equipment, Products, or Services	200					179	170	161	144	159	159	144
Total Points	1,000					871	851	836	751	798	806	784
Rank Order						1	3	4	14	8	6	11

Possible Points		Kaiser Premier, LLC	Park Pumps & Controls	Ring-O-Matic	Sewer Equipment Co. of America	Stetco Group, LLC	Super Products, LLC	Texas Underground, Inc. dba Pipehunter, Inc.	Thompson Pump and Manufacturing Company, Inc.	Visual Imaging Resources, LLC dba VIR Proteus	Wachs Utility Products (Illinois Tool Works)	WasteWater Solutions, LLC
Conformance to RFP Requirements	50	40	33	41	44	38	40	39	43		40	
Pricing	400	311	238	333	341	328	311	279	310		314	
Financial Viability and Marketplace Success	75	58	49	60	68	56	63	60	64		64	
Ability to Sell and Deliver Service	100	75	58	82	86	68	78	71	84		77	
Marketing Plan	50	41	24	40	44	40	40	39	42		36	
Value Added Attributes	75	55	48	61	69	53	59	53	68		61	
Warranty	50	40	37	40	41	39	40	40	40		38	
Depth and Breadth of Offered Equipment, Products, or Services	200	150	145	178	173	135	160	165	148		158	
Total Points	1,000	770	632	835	866	757	791	746	799		788	
Rank Order		11	16	5	2	13	9	15	7		10	

DocuSigned by:

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 Greg Grunig, Procurement Lead Analyst

DocuSigned by:

 8FEE6A8DE35F86F
 Carol Jackson, Procurement Analyst

DocuSigned by:

 7F41572C858E41A
 Craig West, Procurement Analyst

DocuSigned by:

 E513A81DCA11487
 Nick Scholer, Procurement Analyst

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Sewer Equipment Co. of America
Does your company conduct business under any other name? If yes, please state: IL
Address: 1590 Dutch Road
DIXON, IL 61021
Contact: Shawn Bondele
Email: shawnbondele@sewerequipment.com
Phone: 815-835-5623
Fax: 815-284-0452
HST#: 36-2786536

Submission Details

Created On: Wednesday August 25, 2021 07:50:30
Submitted On: Monday October 11, 2021 15:11:12
Submitted By: Shawn Bondele
Email: shawnbondele@sewerequipment.com
Transaction #: 44e1e7e4-e719-4802-a155-e76c8332dafc
Submitter's IP Address: 98.142.194.242

Specifications

Item b.

Table 1: Proposer Identity & Authorized Representatives

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).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Sewer Equipment Co. of America
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rock Rentals
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sewer Equipment
4	Proposer Physical Address:	1590 Dutch Rd., Dixon, IL 61021
5	Proposer website address (or addresses):	www.sewerequipment.com, www.rock-rental.com, www.sewershop.com
6	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 and, in the event of award, will be expected to execute the resulting contract):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tom Hochmuth Regional Sales Manager 1590 Dutch Rd. Dixon, IL 61021 tomhochmuth@sewerequipment.com 815-342-1700 Vanessa Gomez Inside Sales Coordinator 1590 Dutch Rd. Dixon, IL 61021 vanessagomez@sewerequipment.com 815-835-5566

Table 2: Company Information and Financial Strength

Item b.

Line Item	Question	Response *															
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>"Best Product, Best Local Support" is a promise to our customers and is also a tagline that acts as a guiding principle to us each day. We have long been known for robust and innovative products that focus on simplicity, an increasingly rare characteristic in our marketplace. Sewer Equipment is also unique among manufacturers for our breadth of product, which ultimately allows our salespeople and distributors to sell in a consultative fashion. No other manufacturer provides full size combination (jet/vacuum) trucks, mini combo trucks, water recycling combo trucks, truck and trailer jets both large and small, rodders, easement machines, and accessories for sewer cleaning applications as well as purpose built hydro excavation and air excavation trucks of all sizes.</p> <p>Our 76-year history has been one of growth and meaningful innovation. In 1941, our founder, H.T. O'Brien, developed the idea of using a rotating, spring tipped rod for cleaning drains in buildings, and a company was born. Throughout the 1940's and into the 1960's, O'Brien Manufacturing refined and expanded this principle to include trailer mounted rodders for cleaning mainline sewer pipes – these rodders were the predecessors of today's sewer jettors. The late 1960's saw the advent of modern-day sewer jet trucks and water powered rotating root cutters by O'Brien. O'Brien Manufacturing was sold in the early 70's and Sewer Equipment Company of America was opened by Jim O'Brien, son of the founder. The company grew from accessory sales to the manufacture of rodders, bucket machines, vacuum trailers, and truck and trailer jettors. In the mid 2000's we began manufacturing an extensive line of hydro excavating trucks and trailers. In 2012, the company was moved from a 37,000 sq/ft manufacturing facility in Chadwick IL to a 122,000 sq/ft plant in Dixon IL to accommodate our growth. This move allowed us to begin producing the 900-ECO combination sewer cleaner 2015. In the 6 years since its release, the 900-ECO has achieved approximately a 13% share of this hotly contested segment, measured in annual new truck sales in the US. In the last 4 years, we have also released the 400-ECO mini combo truck, the Genesis water recycling combo, and the AX-4000 air excavator truck. May of 2021 marked the completion of our 9000th piece of "big equipment" in company history.</p>															
10	What are your company's expectations in the event of an award?	We would immediately schedule a video conference meeting with all distributor sales personnel, reiterating the terms of the contract and calling attention to any changes. This would be followed up with in person reviews as well as e-mail / social media blasts to dealers and end users. We would remain the sole source of responsibility for this contract and would handle all order entry and reporting tasks required by the contract as we currently do.															
11	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.	Sewer Equipment has a consistent track record of growth and profitability. The company's past performance assures ample resources to enhance our product offerings for the markets we serve. Sewer Equipment maintains insurance coverage that is customary for the business being conducted. (Attachment – 11-2020 Sewer Equipment Co....., 11 – Huntington National Bank....., 11 – 2021-2022 Sewer Equipment COI)															
12	What is your US market share for the solutions that you are proposing?	<p>Our US Market Share data listed here for combination trucks, truck jets, and hydro excavation trucks is based on data reporting through the American Association of Equipment Manufacturers.</p> <table border="1"> <tr> <td>Combination Sewer Cleaners</td> <td>(2018) 6.4%</td> <td>(2019) 7.1%</td> <td>(2020) 14%</td> <td>(2021y.t.d.) 13.3%</td> </tr> <tr> <td>Truck Jets</td> <td>(2018) 58.5%</td> <td>(2019) 8%</td> <td>(2020) 44.6%</td> <td>(2021y.t.d.) 31.7%</td> </tr> <tr> <td>Hydro-Excavation Trucks</td> <td>(2018) 5.9%</td> <td>(2019) 9.3%</td> <td>(2020) 6.9%</td> <td>(2021y.t.d.) 8.1%</td> </tr> </table>	Combination Sewer Cleaners	(2018) 6.4%	(2019) 7.1%	(2020) 14%	(2021y.t.d.) 13.3%	Truck Jets	(2018) 58.5%	(2019) 8%	(2020) 44.6%	(2021y.t.d.) 31.7%	Hydro-Excavation Trucks	(2018) 5.9%	(2019) 9.3%	(2020) 6.9%	(2021y.t.d.) 8.1%
Combination Sewer Cleaners	(2018) 6.4%	(2019) 7.1%	(2020) 14%	(2021y.t.d.) 13.3%													
Truck Jets	(2018) 58.5%	(2019) 8%	(2020) 44.6%	(2021y.t.d.) 31.7%													
Hydro-Excavation Trucks	(2018) 5.9%	(2019) 9.3%	(2020) 6.9%	(2021y.t.d.) 8.1%													
13	What is your Canadian market share for the solutions that you are proposing?	<p>Our Canadian Market Share data listed here for combination trucks, truck jets, and hydro-excavation trucks is based on data reporting through the American Association of Equipment Manufacturers.</p> <table border="1"> <tr> <td>Combination Sewer Cleaners</td> <td>(2018) 1.7%</td> <td>(2019) 2.0%</td> <td>(2020) 7.7%</td> <td>(2021y.t.d.) 7.5%</td> </tr> <tr> <td>Truck Jets</td> <td>(2018) 66.7%</td> <td>(2019) 42.9%</td> <td>(2020) 75%</td> <td>(2021y.t.d.) 75%</td> </tr> <tr> <td>Hydro-Excavation Trucks</td> <td>(2018) 2.1%</td> <td>(2019) 2.0%</td> <td>(2020) 0%</td> <td>(2021y.t.d.) 7.8%</td> </tr> </table>	Combination Sewer Cleaners	(2018) 1.7%	(2019) 2.0%	(2020) 7.7%	(2021y.t.d.) 7.5%	Truck Jets	(2018) 66.7%	(2019) 42.9%	(2020) 75%	(2021y.t.d.) 75%	Hydro-Excavation Trucks	(2018) 2.1%	(2019) 2.0%	(2020) 0%	(2021y.t.d.) 7.8%
Combination Sewer Cleaners	(2018) 1.7%	(2019) 2.0%	(2020) 7.7%	(2021y.t.d.) 7.5%													
Truck Jets	(2018) 66.7%	(2019) 42.9%	(2020) 75%	(2021y.t.d.) 75%													
Hydro-Excavation Trucks	(2018) 2.1%	(2019) 2.0%	(2020) 0%	(2021y.t.d.) 7.8%													
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Since its formation, Sewer Equipment has never petitioned for bankruptcy protection.															
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. 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?	As a manufacturer, our primary means of going to market is via exclusive distributors that are typically responsible for covering the municipal entities in an entire state/states, multiple provinces, or multiple countries. We have distributors in 46 States and 2 Provinces in Canada, as well as 5 overseas countries. The only exception is in some states/provinces that are in a transitional phase. Distributors act on our behalf as local sales, service, training, and warranty providers. These distributor sales and service people are 3rd party employees and are looked after by regional sales managers from Sewer Equipment. Distributor service personnel work closely with, and have direct access to Sewer Equipment's warranty department, technical service department and engineering group.															
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>As a United States based company, we are an Illinois corporation registered with the Illinois Secretary of State (File No. 50370119). Our Federal Employer Identification Number is 36-2786536. Our Illinois Certificate of Resale Number is 0252-2705.</p> <p>As a manufacturing making mobile products operating on US highways, we have two dealer licenses. DL1582 for trucks and DLT1419 for trailers. Each of our Dealers also hold Dealer Licenses in their respective territories.</p> <p>Where required, Sewer Equipment is licensed as a Manufacturer or Motor Vehicle Converter including Iowa Manufacturer License No. M241, Texas Motor Vehicle Converter License No. 105517, Louisiana Motor Vehicle Converter License No. CV-2021-00122, Washington Vehicle Manufacturer License No. 08152 and Montana New Motor Vehicle Manufacturer License No. 139.</p> <p>Sewer Equipment is also a member of the National Association of Trailer Manufacturers. This assures our trailers are manufactured in accordance with all DOT and NATM guidelines.</p>															
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Sewer Equipment has not within the ten-year period preceding this bid been debarred or suspended from any public transactions (Federal, State, or local).															

Table 3: Industry Recognition & Marketplace Success

Item b.

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Sewer Equipment was awarded patent number "US 9,863,135 B2" for our Hydro-Drive system on January 9th, 2018. This Hydro-Drive System is the heart of our 900-ECO Combination Sewer Cleaner and has been a major contributor to the continued growth and success of our company.</p> <p>In the July 2021 issue of THE MUNICIPAL, Sewer Equipment was featured in an article "Moving Beyond Transactional Relationships Toward Partnerships," referencing a sale to King County, WA, where they utilized the Sourcewell Contract for the purchase and National Cooperative Lease for the financing.</p> <p>Sewer Equipment's products are in focus on almost a monthly basis in Industry Trade Publications such as CLEANER, DIG DIFFERENT, and MUNICIPAL WATER & SEWER.</p>
19	What percentage of your sales are to the governmental sector in the past three years	(2018) 47%, (2019) 52%, (2020) 53%, (2021) 54%
20	What percentage of your sales are to the education sector in the past three years	(2018) .032%, (2019) .058%, (2020) 0%, (2021) 0%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>The figures below do not include state and other local contracts that are managed by our distributors. These are only contract held directly by Sewer Equipment.</p> <p>HGAC (2018) \$361,491.00, (2019) \$496,502.00, (2020) \$0.00, (2021) \$0.00, State of Ohio (2018) \$66,914.00, (2019) \$337,639.00, (2020) \$569,970.00, (2021) \$248,523.00 Florida Sheriffs (2018) \$0.00, (2019) \$0.00, (2020) \$0.00, (2021) \$87,886.00 BuyBoard (2018) \$0.00, (2019) \$0.00, (2020) \$0.00 (2021) \$52,325.00</p>
22	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?	<p>Sewer Equipment partners with Fedharmony on a GSA contract. We also directly hold a DLA contract.</p> <p>GSA (2018) \$0.00, (2019) \$250,619.00, (2020) \$263,271.00, (2021) \$58,479.00 DLA (2018) \$0.00, (2019) \$256,309.83, (2020) \$274,847.00, (2021) \$0.00</p>

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Reno, NV	Zac Haffner	775-399-8692
City of Salem, OR	Jerry Smith	503-385-7560
City of Atlanta, GA	Robert Horton	404-982-1426

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Atlanta, GA	Government	Georgia - GA	Combination Sewer Cleaners	8 - 900-ECO's	\$2,171,740.00
City of Reno, NV	Government	Nevada - NV	Combination Sewer Cleaners, Truck Jets, Easement Machines	3 - 800-HPRs, 3 - 900-ECO's, 1 - JAJ-600WH	\$1,141,776.00
Snohomish County	Government	Washington - WA	Combination Sewer Cleaners	3 - 900-ECO's	\$812,988.00
City of Salem, OR	Government	Oregon - OR	Combination Sewer Cleaners	3 - 900-ECO's	\$755,912.00
City of Hamilton, ON	Government	ON - Ontario	Hydro Excavators	2 - Ramvac HX-12's	\$705,804.00

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	We directly employ a national sales manager as well as an eastern, central, and western regional sales manager that are responsible for our distributor network. We employ 3 inside salespeople as well as 7 direct salespeople that serve markets that are not fully covered by distribution (primarily contractors, but also some federal agencies and education to a very small degree). Three full time demonstration specialists work with our regional sales managers and distributor salespeople to allow our customers to "try it before they buy it", which is a very important aspect of our sales program.

26	Dealer network or other distribution methods.	In total, our distributor network employs approximately 140 salespeople. As a premium specialty product, our distributors are quite focused on the Sewer Equipment line, typically spending 50% or more of their efforts on our offerings. A new focus moving forward will be an intensive product and presentation technique training (SEAL - Sewer Equipment Advanced Learning) program for our distributors, with the goal being the most educated and knowledgeable sales staff in the industry. This has already begun with a dealer "walkaround" event (live product presentation), in which dealer salespeople presented several products to their peers and factory personnel and were graded for certification purposes. This program will be expanded with more events and more content in the coming years.	Item b.
27	Service force.	(See attachment: 27 Service Distributor Map - US) As the Sewer Equipment distributor network evolves, our service presence has improved in recent years. With more professional organizations in our ranks, our number of service techs at the dealer in the US and Canada is approximately 170. Each of our distributors is required to have at least two technicians certified at Sewer University, a multi-day class that is regularly held at our Dixon IL headquarters. 99% of our customer's service needs are accommodated at the distributor level. Sewer Equipment also employs 3 mobile service technicians equipped with service trucks that fill in any gaps in service coverage and cover special projects. A relatively unique offering for customers in remote regions is our willingness to provide warranty coverage via a 3rd party repair shop of their choice or to reimburse the customer to perform simple warranty repairs themselves. This is very popular among customers in the rural western US, and is largely made possible by our simple products and factory tech support.	
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	As in the past, Sewer Equipment distributors will provide Sourcewell quotations to customers and will accept purchase orders from customers following Sourcewell guidelines as called out in our Quick start guide for distributors which will be updated (Attachment - 28 Quick Start Guide for dealers- Sourcewell INTERNAL - rev6 4-6-2020). Upon securing the order from the end user, the distributor will in turn place their order with Sewer Equipment and must include a copy of their customer's purchase order complete with Sourcewell discount information, customer Sourcewell number, and our Sourcewell contract number. Said in a simpler way, customers will order from their authorized distributor, and the distributor will order from Sewer Equipment as they normally would, with the exception that Sourcewell quote and order protocols will be followed.	
29	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.	The first and likely most important aspect of our service program is building equipment that can be worked on by the customer or a local shop. Because Sewer Equipment has consciously avoided the use of computers, circuit boards, and CANbus communication protocols in our products, a mechanic with traditional skills and a knowledge of 12-volt wiring systems can often help themselves. If the customer does not possess the skills or cannot resolve the issue on their own, they should make a call to their local distributor to schedule a service visit, or to our corporate service technicians for assistance via the phone. Our corporate, in-house customer service department is comprised of both parts sales specialists and technical support specialists that provide toll-free service and tech support 24-7 & 365 days a year to end users and distributor service groups. Depending upon the issue, many can be handled over the phone with minor adjustments to either the operator's use of the equipment or to the machine itself. Our support specialists have extensive experience in troubleshooting issues and offering solutions. If repair service and parts are required, our specialists will work with the customer and/or dealer to most quickly and easily remedy the situation. To assist in this process, each unit we build is assigned a 4 digit serial number that allows us to retrieve electronic copies of every document related to the system from the sales order to product manuals that contain as built wiring diagrams and hydraulic schematics. We stock an extensive inventory of repair parts and accessories to give expedited service to our customers. Due to our stock levels and standardization on most buy out components, we have a track record of consistently shipping 95+% parts the same day ordered. For those remaining parts, we go to our vendor suppliers for support to meet our customer and dealer network needs. In regard to response time, most customers can expect a personal visit from a dealer technician within 24 hours with some exceptions due to geographic challenges. As detailed above, technical phone support is available all day, every day.	
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All personnel, physical assets, and procedures are already in place to provide our products and product support nationwide.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are prepared and have already utilized the Sourcewell contract in Canada for a substantial transaction with Hamilton, Ontario (2 Hydro-Excavator trucks)	
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Hawaii is the only geography not covered by an exclusive distributor, but we do utilize a non-exclusive reseller to facilitate service issues and the few sales that we see there.	
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Although we are willing and able to serve all sectors, 98-99% of our customers fall in the government segment with some tribal entities and an occasional school district or university mixed in.	
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions in regards to the contract for the States of Alaska and Hawaii.	

Table 7: Marketing Plan

Item b.

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<ul style="list-style-type: none"> • Product Literature: We display the Sourcewell contract awarded logo on our product line cards, product catalogs, and our website. See supporting document "Sewer Equipment Co. of America Full Product Line Catalog". • Website: We will highlight this in our website blog content when awarded and highlight on our social platforms. • Magazines: Collaborate with Industry Partners and Trade Publications advertise and write articles highlighting the benefits of utilizing the Sourcewell Contract. • Training on Finance Options: Promote the use of the Contract and Finance Options during our yearly Dealer Meetings. • Main Phone Line: Our on-hold message for our main Sewer Equipment phone line includes a narrative describing the contract and benefits to our customers. • Tradeshows: We display Sourcewell flags/banners at the major industry shows and our distribution (dealer) partners do as well at dozens of local shows each year. • Field: Our three regional sales managers, national sales manager, and demonstration specialists promote the contract at in person customer visits and demonstrations. Trailing has also been provided to our distribution (dealer) partners on how to also promote the contract in the field
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing platforms include: our websites (Sewer Equipment and Rock Rental), ad campaigns through Google AdWords, LinkedIn ads, and Facebook ads, social media platforms such as LinkedIn, Facebook, and Twitter, advertising and editorial content with trade magazines, and email campaigns to established dealer networks and customers.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We feel that Sourcewell provides the medium and Sewer Equipment supplies the product, both supplying prospects. Sourcewell's marketing efforts are important to expose municipalities to the contract and the accepted option as an alternative to the traditional bid process. Sewer Equipment's responsibility is to market our product to prospects and our distribution network.</p> <p>Integrate Into Sales Process:</p> <ul style="list-style-type: none"> • We will continue with our existing plan which is mentioned in number 35 above. In addition to what is mentioned we have additional plans already in place that we will continue with that include: <ul style="list-style-type: none"> o WWETT show, Indianapolis, February 2022: announce renewal of contract at annual dealer meeting. o Each year we present the top 3 Sourcewell dealer salespersons with monetary awards covered by Sewer Equipment. o Our secured dealer portal website includes: all Sourcewell pricing, Sourcewell quick start guide which outlines all pertinent details of our contract. o Internal quarterly sales meeting includes update on sales success regarding the contract. o When a new dealer is brought on, we allocate for 1 hour of Sourcewell training.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system in place at this time.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Operational training is standard and provided free of charge by our distributors at time of delivery of new machines. Because a large percentage of our customers are repeat buyers, we choose to offer additional on-site operator training by a factory representative on an optional basis for those that feel they need it. Price is \$1,839.00 for the first day and \$1,370.00 for each subsequent day, including all expenses such as transportation.</p> <p>Model specific maintenance training is optional, customizable, and available on demand. This covers daily, weekly, monthly, and annual maintenance requirements as well as basic and model specific troubleshooting. This is typically 2 days at our plant and is \$943 per person. Meals and lodging are included in the price and customer is responsible for transportation.</p>
40	Describe any technological advances that your proposed products or services offer.	<p>Our primary "advancement" revolves around the principle of keeping our systems simple. Particularly in the combination truck, hydro excavator, and full-size truck jet market, nearly every manufacturer has moved to microprocessor-controlled modules that incorporate touch screens and complex digital user interfaces. We have retained the use of traditional 12-volt control systems. This makes our trucks easier and safer to run, easier to maintain without special training and tools (increasing up-time) and eliminates the obsolescence and fragility of high-tech components.</p> <p>We are in the process of manufacturing the world's only battery powered rodder for the City of Seattle sewer collections department.</p> <p>The Genesis Recycling Combination truck is an exclusive partnership with Cappellotto of Italy that allows us to offer their world leading technology of this product in North America with the sales efforts and support of our nationwide dealer network.</p> <p>Our patented Hydro Drive system utilized on our 900-ECO drives our blower and water pump in a very unique but surprisingly simple manner that offers a host of benefits. Eliminating the transfer case present in most other designs removes a potential maintenance headache, allows our truck to work in neutral offering unmatched operator safety and ease of setup, and consumes less horsepower, thus cutting fuel consumption and emissions.</p> <p>The 800-HPRTV Series IV was recently refined and is the most user friendly and productive TV/Jet combination systems in the truck and trailer market, allowing customers to TV and clean sewer lines simultaneously.</p>

41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Company</p> <p>2020 solar panel project.</p> <p>Through the Illinois Adjustable Block Program Sewer Equipment's 706.86 kW solar system is generating 11,871 REC's (Renewable Energy Credits). (attachment - 41 Sewer Equipment Solar Renewable... and attachment - 41 Illinois Adjustable...).</p> <p>Sewer Equipment participated in ComEd's Smart Inverter rebate program which incentivizes non-residential customers to make renewable energy investments. (attachment - 41 Smart Inverter...)</p> <p>To date, Sewer Equipment's solar charging system has saved CO2 emissions of 895,396 lbs. (attachment 41 Solar Edge summary.)</p> <p>Battery powered forklifts and material handling devices utilize solar charging</p> <p>Adoption of low VOC paints has decreased overall VOC generation despite a 10-fold increase in production in the last 10 years.</p> <p>Installation of a water recirculation system for jetter testing, saving hundreds of thousands of gallons per year.</p> <p>Recycling Program</p> <p>Utilization of reusable, steel transport skids for our locally sourced large components eliminates the need for one-use wood and plastic skids.</p> <p>Recycling of wood and cardboard shipping components</p> <p>Plant-wide paper and plastic recycling program</p> <p>Products</p> <p>The Genesis recycler combo truck can clean sewers all day without using a drop of fresh water. It processes the debris and water that is vacuumed during the operating process, using the reclaimed water for jetting.</p> <p>Our 900-ECO truck, 800HPR-ECO truck and 747-ECO trailer operating system allows the engine to operate at 30-50% lower speed while in the work mode, offering reductions in fuel use, emissions, and ambient noise.</p> <p>Our rodders are the only commonly accepted waterless sewer cleaning tools, making them popular in arid regions where water conservation is of importance. Thousands of gallons of water are saved daily versus traditional sewer jet-vac technology.</p> <p>Although traditionally gas powered, we have now developed a battery powered rodder.</p> <p>Biodegradable hydraulic fluid is offered as an option in all our systems.</p> <p>We have manufactured several CNG powered jet trucks for the Southern California Market</p>	<i>Item b.</i>
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sewer Equipment has not received any third-party ECO ratings specifically. However, a patent has been granted by the US Patent office for our HydroDrive system described above, as used on our 900-ECO. This system does provide fuel saving vs traditional drive systems. (Attachment 42 HydroDrive...)	
43	Describe 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 of certification (as applicable) in the document upload section of your response.	We continue to receive the EDGE credit from the State of Illinois. This credit is based on the number of jobs created and retained. (Attachment 43 Edge Credit.....)	
44	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?	One of the most unique attributes of our offering is our unprecedented breadth of product. No other manufacturer in our marketplace offers everything from small jettors used in the plumbing segment to full size combo trucks, and everything in between. This means that our distributors can be consultants starting with assessing a customer's needs and then supplying the proper product. This also makes us one of the only suppliers of smaller products in the sewer industry that has a strong nationwide sales and service network.	

Table 9A: Warranty

Item b.

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Sewer Equipment's standard warranty policy covers all items manufactured by Sewer Equipment except for wear items. Many major components are covered by their respective manufactures warranty policy. (Attachment 45 Warranty Policy.....)
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Sewer Equipment's standard warranty policy covers 12 months or use or 2000 hours. The 2000 hours limit covers typical usage by all Municipalities.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Sewer Equipment provides up to 3 hours of travel time for warranty reimbursement. Our Dealers pick up travel time in addition to the 3 hours as needed. Our Municipal customers do not have to pay for travel time regardless of where they are located.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Sewer Equipment has dealers that cover 46 of States in the U.S. In Canada we have dealers currently covering 4 Provinces. Our dealers cover service in these areas. For customer in other states or providences in Canada we have two options for service. First Sewer Equipment employs direct field service personnel that we can send directly to the customers locations. We also work with third party service centers across North America that will do warranty work on Sewer Equipment products. Regardless of the customers location, we have service handled.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Sewer Equipment assist in processing warranty claims for all purchased items covered by their respective manufacturer's warranties. For most items we handle these claims directly with the manufacturer for a seamless claim by the end user. This would be similar to claims on Sewer manufactured items. The only exception is auxiliary engines. Engine warranty claims and repairs are handled by the respective manufacturers service centers around the country. Sewer Equipment does assist with communication between the end user and the service center.
50	What are your proposed exchange and return programs and policies?	If the customer decides to return a purchased item such as a spare part, Sewer Equipment charges a 25% re-stocking fee. The customer will also be responsible for shipping charges. This policy does not apply to new custom-built equipment sold through our dealer network. Any potential return for new equipment would be negotiated with the selling dealer.
51	Describe any service contract options for the items included in your proposal.	Sewer Equipment's dealer network offers service packages for customers. These packages are priced by our dealers. For regions not supported by our dealer network, Sewer Equipment offers quarterly maintenance packages with work performed by our own Field Service Personnel. Pricing is on a case-by-case basis based on expectations of the customer.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	Sewer Equipment does not have any performance guarantees that apply to service. We do offer a 27/7 phone support for all service-related issues. For urgent parts needs, we typically ship 90% of orders within 24 hours.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We do not have service performance standards currently but are looking to implement a program in 2022.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Sewer Equipment's payment terms for all municipal and educational Customers is Net 30. Our dealers would also utilize Net 30-day terms to their customers.
55	Describe any leasing or financing options available for use by educational or governmental entities.	Sewer Equipment utilizes and recommends NCL Government Capital for leasing options to our Municipal Customers. This has proved very useful for long term leasing arrangements. For short term rental needs, we offer rentals through our subsidiary Rock Rentals. Many of our dealers also partner with us in offering short term equipment rentals.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sewer Equipment and our dealers utilize our standard Sourcewell Price sheets for quoting to our customers. When a customer submits a purchase order to one of our dealers, the dealer submits a copy of the customer purchase order along with the worksheet used for quotation to us. We utilize this information to establish the Sourcewell Contract fee. All other related transaction documents are handled between our dealers and customers. See copies of our worksheets uploaded in the pricing section.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sewer Equipment does not accept P-Card for payments currently.

Table 11: Pricing and Delivery

Item b.

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	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.	Sewer Equipment utilizes a straightforward discount off list pricing model for all our new equipment sales. This also applies to all spare parts and accessories. Pricing for all our new equipment models has been uploaded and is included with this submittal. We do not utilize SKUs for our equipment. All worksheets are identified by their model name. Pricing for all parts and accessories is not included with this submittal as the number of items is quite large. MSRP pricing for most items can be found at www.sewershop.com .
59	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.	The Sourcewell Contract discount for all new equipment is 3% off MSRP. The discount for parts and accessories is 5% off MSRP. The discount for rentals is 3% off published rates. The buyout price for rentals if applicable is priced at 3% off MSRP. These discounts are minimums, and our dealers may provide additional discounts.
60	Describe any quantity or volume discounts or rebate programs that you offer.	Sewer Equipment does not have a standard volume discount pricing structure. However, us and our dealers will offer volume discounts as necessary on a case by case basis. When offered, these discounts are noted on the quote to be above and beyond the standard Sourcewell discount.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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.	Sewer Equipment and/or our dealers will provide non-standard items to be mounted on our equipment at request of our customers. These items are quoted on a case-by-case basis and are considered part of our product. These non-standard items are subject to the Sourcewell discount. Sewer Equipment and/or our dealers will also supply chassis for our truck mounted models. These chassis are currently being quoted at cost on a case by case basis due to pricing influx in the market. We consider these items to be "pass-thru" items and are not subject to Sourcewell discounts or fee reporting.
62	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.	Items that can be included on a quotation to a customer but are not on our pricing worksheet or discussed in the above sections include the following. Dealer supplied freight, training, and pre-delivery inspections. These items are not subject to Sourcewell Discount or fee reporting.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sewer Equipment charges freight from our Dixon, IL location to our Dealers location. We charge freight on a per mile bases. Our dealers may impose an additional charge for freight from their location to the customers location depending on location. That is a separate charge as listed in question 62.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For freight charges to customers located outside of the continental United States or Canada, we will with our freight broker to establish the lowest price options for our customers. Our customers are also welcomed to take on the freight responsibility themselves.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not currently offer any unique freight programs other than what is listed above.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sewer Equipment has always offered a discount from list price on the Sourcewell Contract.

Table 13: Audit and Administrative Fee

Item b.

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Our Sourcewell pricing worksheets are accessible for download on our dealer website. This assures that our dealer sales staff have access to the correct price pages. These contract specific price sheets have the 3% minimum discount already listed to prevent error.</p> <p>Sewer Equipment 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 Sewer Equipment's contract number. Upon confirming the order is purchased via the contract, we document every order on an Excel spreadsheet. This spreadsheet tracks contract sell price, contract fee, and so on. Our Accounting Department audits this spreadsheet on every order that is completed before shipping. We also identify the use of the contract on our order tracking database for an easy to access record of all Sourcewell orders.</p> <p>For fee reporting and remittance we have a dedicated person in our Accounting Department that audits the Sourcewell Orders spreadsheet and reports sales on a quarterly basis. Fees are paid based on this quarterly reporting.</p>
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We continually monitor contract usage against overall sales volumes through our Dealerships. We track and award the highest grossing dealer salesperson that utilizes the Sourcewell Contract on a yearly basis during our dealer awards ceremony. It should be noted that the Sourcewell Contract is the only contract where we offer this award. We also compare the Sourcewell contract against competing national contracts and dealer held state contracts. These comparisons help us to put emphasis on training dealer sales staff.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Sewer Equipment will pay an administrative fee to Sourcewell based on 1% of the Sourcewell sell price to the customer. This 1% fee is paid on our equipment, spare parts, and accessories. We do not pay the administrative fee on chassis which are considered a pass thru with our units. We will also pay the 1% administrative fee on all rental billings limited to 18 months and to buyouts of rentals based on the negotiated buyout price.</p> <p>The fees are calculated and paid on a quarterly basis.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Sewer Equipment is offering an extensive range of equipment that all fall into the Sewer Vacuum, & Hydro-Excavation Category on this proposal. Our list of offered equipment is as follows....</p> <ul style="list-style-type: none"> • Our models 400-ECO & 900-ECO Combination Sewer Cleaners • Our Genesis Recycler Sewer Cleaner • Our Mongoose Series of Truck and Trailer Jetters • Our 545 & 747 Series of Truck and Trailer Jetters • Our 800 Series Truck Jetters • Our Ramvac Series Hydro Excavation Trucks • Or Ramvac Series Air Excavation Trucks. • Our JAJ Series of Easement Machines for Sewer Cleaning • Our 444, 866 & 877 Rodders for Sewer Cleaning • Spare parts and Accessories for above listed equipment. • Our Rental Program of above equipment.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All our equipment falls under the primary category on the proposal.

Item b.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
72	Sewer vacuums or combination sewer cleaners	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment List
73	Hydro or air excavation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment List
74	Jetters and rodders	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment List
75	Dewatering, mud, trash, and centrifugal pumps	<input type="radio"/> Yes <input checked="" type="radio"/> No	No items specifically in this category, but our Genesis Recycler unit does dewater before dumping.
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	<input type="radio"/> Yes <input checked="" type="radio"/> No	No items specifically in this category, but our 900-ECO with optional trash pump can be used as an emergency pump system.
77	Accessories, supplies and replacement or wear parts related to the offerings above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Table 15: Industry Specific Questions

Line Item	Question	Response *
78	Describe any product or equipment features that improve operator safety.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required which has the potential to pop into gear and drive away. All of our ECO Series equipment operators at a reduced RPM for lowered noise for the operator. Our standard wireless remote has an e-stop safety check built in.
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required. The operator simply puts the truck in neutral, sets the parking brake, gets out of the truck, and turns on one switch to activate the unit. Then they can vacuum and/or jet within seconds. We do not utilize any completed computers or touch screens that prevent the operator from using while wearing gloves. Our dig-deep boom available on the 900-ECO and our HX12 series allows for increase vacuum depth without the need for as many vacuum tube additions.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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](#) - Price Sheets.zip - Monday October 11, 2021 13:50:43
- [Financial Strength and Stability](#) - Financials.zip - Monday October 11, 2021 13:51:14
- [Marketing Plan/Samples](#) - Marketing Documents.zip - Monday October 11, 2021 13:52:29
- [WMBE/MBE/SBE or Related Certificates](#) - 43 Edge Credit Cert of Verification.pdf - Monday October 11, 2021 13:53:20
- [Warranty Information](#) - 45 WARRANTY POLICY AND PROCEDURE.docx - Monday October 11, 2021 13:52:48
- [Standard Transaction Document Samples](#) - Sourewell Order Transaction Document.pdf - Monday October 11, 2021 13:57:20
- [Upload Additional Document](#) - Additional Documents.zip - Monday October 11, 2021 13:54:30

Item b.

Addenda, Terms and Conditions

Item b.

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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 or the Canadian 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. - Shawn Bondele, Inside Sales Manager, Sewer Equipment Co. of America

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 contractual obligations contemplated in the bid.

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.

Item b.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	<input checked="" type="checkbox"/>	1

Member Name	Member Number	Street	City	State/Province	Zip/Postal Code	Country	Type	Sub-Type	Membership Date
Borough of Fairbanks North Star	83382	PO Box 71267	Fairbanks	AK	99707-1267	United States	Government	County	3/28/2013
Chugach National Forest	180584	809 Pioneer Road 161 E 1st Ave Door 8	Anchorage	AK	99501	United States	Government	Federal	6/9/2020
Stanislaus National Forest	180607	161 East 1st Avenue, Door 8	Anchorage	AK	99501	United States	Government	Federal	6/9/2020
United States Air Force	183050	8364 Kuter Ave	Jber	AK	99506-2601	United States	Government	Federal	9/17/2020
United States Coast Guard - Kodiak	99272	Building 26 C Avenue 3rd Floor USCG Base	Kodiak	AK	99619	United States	Government	Federal	8/7/2014
Borough of Skagway	153561	700 SPRING ST	SKAGWAY	AK	99840	United States	Government	Municipality	11/7/2018
Bristol Bay Borough	131114	1 Main Street	Naknek	AK	99633	United States	Government	Municipality	3/8/2017
Capital City Fire Rescue	179929	820 Glacier Ave	Juneau	AK	99801	United States	Government	Municipality	5/14/2020
City and Borough of Juneau	17718	155 S Seward St	Juneau	AK	99801-1397	United States	Government	Municipality	3/27/2008
City and Borough of Sitka	124461	100 Lincoln St	Sitka	AK	99835-7594	United States	Government	Municipality	8/22/2016
City and Borough of Wrangell	106267	205 Brueger St PO Box 531	Wrangell	AK	99929	United States	Government	Municipality	12/15/2014
City of Bethel	28863	PO Box 1388 919 Front St	Bethel	AK	99559-1388	United States	Government	Municipality	4/5/2008
City of Cordova	96561	PO Box 1210	Cordova	AK	99574-1210	United States	Government	Municipality	4/25/2014
City of Craig	190341	500 3rd St	Craig	AK	99921	United States	Government	Municipality	4/7/2021
City of Delta Junction	178680	2288 Deborah St	Delta Junction	AK	99737	United States	Government	Municipality	3/24/2020
City of Dillingham	94231	PO Box 889	Dillingham	AK	99576-0889	United States	Government	Municipality	2/27/2014
City of Egegik	140032	PO Box 189	Egegik	AK	99579	United States	Government	Municipality	4/30/2018
City of Fairbanks	123474	800 Cushman St	Fairbanks	AK	99701-4683	United States	Government	Municipality	4/1/2016
City of Homer	98885	3575 Heath St	Homer	AK	99603-7819	United States	Government	Municipality	7/25/2014
City of Hoonah	163993	300 Front St PO Box 360	Hoonah	AK	99829	United States	Government	Municipality	5/13/2019
City of Houston	41920	13965 W Armstrong Rd	Houston	AK	99694	United States	Government	Municipality	4/12/2011
City of Houston Fire Department	214958	13965 W Armstrong Rd	Wasilla	AK	99623	United States	Government	Municipality	3/2/2022
City of Juneau	74816	1873 Shell Simmons Dr Ste 200	Juneau	AK	99801-7005	United States	Government	Municipality	5/25/2012
City of Juneau Fleet Maintenance	112084	7100 Glacier Hwy	Juneau	AK	99801-7910	United States	Government	Municipality	7/22/2015
City of Kachemak	216309	PO Box 958	Homer	AK	99603-0958	United States	Government	Municipality	4/15/2022
City of Kenai	42069	105 N Willow St Ste 200	Kenai	AK	99611-7702	United States	Government	Municipality	5/11/2011
City of Ketchikan	99822	334 Front St	Ketchikan	AK	99901-6431	United States	Government	Municipality	8/27/2014
City of Kodiak	128890	PO Box 1397	Kodiak	AK	99615-1397	United States	Government	Municipality	8/17/2016
City of Kotzebue	190904	PO Box 46	Kotzebue	AK	99752-0046	United States	Government	Municipality	4/21/2021
City of Newhalen	93665	PO Box 165	Iliamna	AK	99606-0165	United States	Government	Municipality	2/5/2014
City of Nome	170394	PO Box 281	Nome	AK	99762-0281	United States	Government	Municipality	9/7/2019
City of North Pole	172114	125 Snowman Ln	North Pole	AK	99705-7708	United States	Government	Municipality	10/18/2019
City of Palmer	170009	231 W Evergreen Ave	Palmer	AK	99645	United States	Government	Municipality	8/27/2019
City of Palmer Public Works Department	76630	1316 S Bonanza St	Palmer	AK	99645-6716	United States	Government	Municipality	10/3/2012
City of Pilot Station	126001	9 Airport Rd	Pilot Station	AK	99650	United States	Government	Municipality	8/19/2016
City of Saint Michael	174375	PO Box 59070	Saint Michael	AK	99659-0070	United States	Government	Municipality	12/3/2019
City of Seward	129840	PO Box 167	Seward	AK	99664-0167	United States	Government	Municipality	3/22/2017
City of Skagway Rec Center	153585	455 13th Ave	Skagway	AK	99840	United States	Government	Municipality	11/7/2018

Member Name	Member Number	Street	City	State/Province	Zip/Postal Code	Country	Type	Sub-Type	Membership Date
City of Soldotna	65501	177 N Birch St	Soldotna	AK	99669-7578	United States	Government	Municipality	3/27/2012
City of St. Paul	132801	PO Box 901	Saint Paul Island	AK	99660-0901	United States	Government	Municipality	6/30/2017
City of Unalaska	136781	PO Box 610	Unalaska	AK	99685-0610	United States	Government	Municipality	1/29/2018
City of Utqiagvik	147679	PO Box 629	Barrow	AK	99723-0629	United States	Government	Municipality	7/25/2018
City of Valdez	18918	PO Box 307	Valdez	AK	99686-0307	United States	Government	Municipality	9/30/2007
City of Valdez Fire Department	175372	212 Chenega Street	Valdez	AK	99686	United States	Government	Municipality	12/20/2019
City of Wasilla	2490	290 E Herning Ave	Wasilla	AK	99654-7091	United States	Government	Municipality	3/20/2006
City of Whittier	176730	PO Box 608	Whittier	AK	99693-0608	United States	Government	Municipality	2/12/2020
Delta Community Library	175017	2291 Deborah St PO BOX 229	Delta Junction	AK	99737-0229	United States	Government	Municipality	12/18/2019
Denali Borough	171131	PO Box 480	Healy	AK	99743-0480	United States	Government	Municipality	9/24/2019
Dillingham Volunteer Fire Department & Rescue Squad	207943	514 Main St PO Box 1049	Dillingham	AK	99576	United States	Government	Municipality	5/20/2021
Fairbanks Police Department	112968	911 Cushman St	Fairbanks	AK	99701-4616	United States	Government	Municipality	9/15/2015
Haines Borough	116547	PO Box 1209	Haines	AK	99827-1209	United States	Government	Municipality	11/20/2015
Homer Volunteer Fire Department	216014	604 E Pioneer Ave	Homer	AK	99603-7625	United States	Government	Municipality	3/31/2022
Jewel Lake Parish	156016	3833 Strawberry Rd	Anchorage	AK	99502-7112	United States	Government	Municipality	12/19/2018
Juneau Police Department	150883	6255 Alaway Ave	Juneau	AK	99801-9596	United States	Government	Municipality	9/19/2018
Kenai Fire Department	210962	105 South Willow Street	Kenai	AK	99611	United States	Government	Municipality	5/20/2021
Kenai Peninsula Borough	68708	144 N Binkley St	Soldotna	AK	99669-7520	United States	Government	Municipality	5/22/2012
Ketchikan Gateway Borough	166522	1900 First Ave Ste 118	Ketchikan	AK	99901-6059	United States	Government	Municipality	6/19/2019
Kodiak Fire Department	210994	219 Lower Mill Bay Rd	Kodiak	AK	99615-6352	United States	Government	Municipality	5/20/2021
Kuparuk Fire Department	215120	700 G St	Anchorage	AK	99501-3448	United States	Government	Municipality	5/20/2021
Matanuska-Susitna Borough	100542	350 E Dahlia Ave	Palmer	AK	99645-6411	United States	Government	Municipality	12/30/2013
ML&P Administration Office	101939	1200 E 1st Ave Financial Services Divisi	Anchorage	AK	99501-1685	United States	Government	Municipality	12/2/2013
Mountain Home Water Department	151051	752 N College	Mountain Home	AK	72653-4332	United States	Government	Municipality	9/19/2018
Municipality of Anchorage	172021	632 W 6th Ave Ste 450	Anchorage	AK	99518-1754	United States	Government	Municipality	10/14/2019
Municipality of Skagway Police Department	106357	79 State Rd Tonqass Business Center	Skagway	AK	99840	United States	Government	Municipality	2/6/2015
North Pole Police Department	117338	125 Snowman Ln	North Pole	AK	99705-7708	United States	Government	Municipality	1/25/2016
North Slope Borough	42013	PO Box 69	Barrow	AK	99723-0069	United States	Government	Municipality	5/3/2011
Northwest Arctic Borough	53086	1795 Ahkovak St. PO Box 1110	Kotzebue	AK	99752-1110	United States	Government	Municipality	9/30/2007
Palmer Museum of History	148525	723 South Valley Way	Palmer	AK	99645	United States	Government	Municipality	8/17/2018
Palmer Public Library	128729	655 South Valley Way	Palmer	AK	99645-6697	United States	Government	Municipality	9/1/2016
Petersburg Borough	101712	PO Box 329	Petersburg	AK	99833-0329	United States	Government	Municipality	9/22/2014
Port of Bethel	166066	303 S 2nd Street 919 Front St	Bethel	AK	99559	United States	Government	Municipality	6/18/2019
Skagway Fire Department	176600	PO Box 1388 PO Box 421	Skagway	AK	99840	United States	Government	Municipality	2/6/2020
Wasilla Police Department	150197	1800 E Parks Highway	Wasilla	AK	99654	United States	Government	Municipality	9/19/2018
Wrangell Police Department	153510	431 Zimovia Hwy	Wrangell	AK	99929	United States	Government	Municipality	11/7/2018
Alaska Community Development Center	153573	1517 S Industrial Way Suite 8	Palmer	AK	99645	United States	Government	Special District	11/7/2018

Member Name	Member Number	Street	City	State/Province	Zip/Postal Code	Country	Type	Sub-Type	Membership Date
Alaska Industrial Development and Export Authority	75964	813 W Northern Lights Blvd	Anchorage	AK	99503-2407	United States	Government	Special District	10/9/2012
Anchor Point Fire & Ems	197044	PO Box 350 72440 Milo Fritz Ave	Anchor Point	AK	99556-0350	United States	Government	Special District	5/20/2021
Anchorage Fire Department	152217	4350 Macinnes St	Anchorage	AK	99508-5136	United States	Government	Special District	9/19/2018
Anchorage Water and Wastewater Utility	106259	3000 Arctic Blvd	Anchorage	AK	99503-3898	United States	Government	Special District	11/12/2014
Aniak Volunteer Fire Department	194265	PO Box 189	Aniak	AK	99557-0189	United States	Government	Special District	5/20/2021
Bayside Fire Department	193452	4606 E Rezanof Dr	Kodiak	AK	99615-7103	United States	Government	Special District	5/20/2021
Butte Fire & Rescue	194124	3355 S Old Glenn Hwy	Palmer	AK	99645-8524	United States	Government	Special District	5/20/2021
Central Emergency Services Kenai Borough	194382	231 S Binkley St	Soldotna	AK	99669-8011	United States	Government	Special District	5/20/2021
Central Mat-Su Fire Department	194400	101 W Swanson Ave	Wasilla	AK	99654-6828	United States	Government	Special District	5/20/2021
Chatham Properties	169989	8585 Old Dairy Rd Suite 201	Juneau	AK	99801	United States	Government	Special District	8/27/2019
Chena Goldstream Fire and Rescue	180246	716 Chena Ridge Rd	Fairbanks	AK	99709	United States	Government	Special District	6/5/2020
Cook Inlet Housing Authority	124613	3510 Spenard Road Suite 100	Anchorage	AK	99503-3777	United States	Government	Special District	9/1/2016
Ester Volunteer Fire Department	175027	3570 Old Nenana Hwy	Fairbanks	AK	99709	United States	Government	Special District	12/18/2019
Fairbanks Fire Department	184490	1101 Cushman St	Fairbanks	AK	99701-4620	United States	Government	Special District	10/9/2020
Interior Regional Housing Authority	153627	828 7th Ave	Fairbanks	AK	99701	United States	Government	Special District	11/7/2018
Kachemak Emergency Services	210884	53048 Ashwood Ave	Homer	AK	99603-9618	United States	Government	Special District	5/20/2021
Ketchikan Fire Department	210977	319 Main St	Ketchikan	AK	99901-6429	United States	Government	Special District	5/20/2021
Metlakatla Housing Authority	153797	Raven St	Metlakatla	AK	99926	United States	Government	Special District	11/7/2018
Nome Joint Utility Systems	184394	1226 Port Road	Nome	AK	99762	United States	Government	Special District	10/2/2020
North Pole Fire Department	182148	110 Lewis St	North Pole	AK	99705	United States	Government	Special District	7/21/2020
North Star Volunteer Fire Department	193739	2358 Bradley Rd	North Pole	AK	99705-5504	United States	Government	Special District	5/20/2021
Northwest Inupiat Housing Authority	193985	PO Box 331	Kotzebue	AK	99752-0331	United States	Government	Special District	7/14/2021
Palmer Fire and Rescue	187868	645 Cope Industrial Way	Palmer	AK	99645-6748	United States	Government	Special District	1/13/2021
Seward Fire Department	196865	PO Box 167 316 4th Ave	Seward	AK	99664-0167	United States	Government	Special District	5/20/2021
South Tongass Volunteer Fire Department	196127	5690 Roosevelt Dr	Ketchikan	AK	99901-9714	United States	Government	Special District	5/20/2021
Steese Area Volunteer Fire Department	176602	800 William C Leary Ln	Fairbanks	AK	99712-1366	United States	Government	Special District	2/6/2020
Tagiugmiullu Nunamiullu Housing Authority	180293	1634 Okpik Street	Barrow	AK	99723	United States	Government	Special District	6/8/2020
Tlingit-Haida Regional Housing Authority	148757	5446 Jenkins Drive	Juneau	AK	99801	United States	Government	Special District	8/17/2018
University Fire Department	197404	611 N Chandalar	Fairbanks	AK	99775-0001	United States	Government	Special District	5/20/2021
West Lakes Fire Department	192834	PO Box 520869 3047 Big Lake Rd	Big Lake	AK	99652-0869	United States	Government	Special District	5/20/2021
Alaska State Legislature	185657	120 4th St Rm 3	Juneau	AK	99801-1162	United States	Government	State	11/4/2020
State of Alaska	32411	PO Box 110210	Juneau	AK	99811-0210	United States	Government	State	11/30/2002
State of Alaska Department of Corrections	47802	802 3rd St PO Box 112000 (Juneau, AK 99811)	Douglas	AK	99824	United States	Government	State	11/30/2002

Member Name	Member Number	Street	City	State/Province	Zip/Postal Code	Country	Type	Sub-Type	Membership Date
State of Alaska Department of Fish and Game	66883	333 Raspberry Rd Procurement Section	Anchorage	AK	99518-1599	United States	Government	State	7/14/2011
State of Alaska Department of Health and Social Services	47805	3601 C Street, Suite 902	Anchorage	AK	99503	United States	Government	State	11/30/2002
State of Alaska Department of Military and Veterans Affairs	97437	Building 49000 Army Guard Rd PO Box 5800	JBER	AK	99505-0800	United States	Government	State	6/18/2014
State of Alaska Housing Finance Corporation	97349	PO Box 101020	Anchorage	AK	99510-1020	United States	Government	State	6/4/2014
State of Alaska Plant Materials Center	214735	5310 S Bodenburg Spur	Palmer	AK	99645-7646	United States	Government	State	2/24/2022
Aleutian Pribilof Island Association	178670	1131 E Int'l Airport Rd	Anchorage	AK	99518-1408	United States	Government	Tribal	3/24/2020
Bering Straits Native Corporation	159052	3301 C Street Ste 400	Anchorage	AK	99503	United States	Government	Tribal	2/19/2019
Bristol Bay Area Health Corporation	216194	PO Box 130	Dillingham	AK	99576-0130	United States	Government	Tribal	4/9/2022
Chilkat Indian Village	131967	32 Chilkat Ave	Haines	AK	99827	United States	Government	Tribal	3/31/2017
Chilkoot Indian Association	124066	217 Main St #1	Haines	AK	99827	United States	Government	Tribal	6/28/2016
Choctaw Defense Services	175049	BLDG 26 C-Ave 3rd Floor	USCG Base Kodiak	AK	99619	United States	Government	Tribal	12/18/2019
Chugachmiut	184635	1840 Bragaw St Ste 110	Anchorage	AK	99508-3463	United States	Government	Tribal	10/22/2020
Gana-A Yoo	133977	6927 Old Seward Hwy Ste 200	Anchorage	AK	99518-2284	United States	Government	Tribal	5/1/2017
Hydaburg Cooperative Association	173187	1 Water St PO Box 349	Hydaburg	AK	99922	United States	Government	Tribal	11/14/2019
Kenaitze Indian Tribe	125541	PO Box 988	Kenai	AK	99611-0988	United States	Government	Tribal	11/16/2016
Ketchikan Indian Community	147750	2960 Tongass Ave	Ketchikan	AK	99901-5742	United States	Government	Tribal	7/30/2018
Kikiktagruk Inupiat Corporation	216209	3201 C St Ste 800	Anchorage	AK	99503-3971	United States	Government	Tribal	4/11/2022
Maniilaq Association	103948	PO Box 256 751 2nd Avenue	Kotzebue	AK	99752-0256	United States	Government	Tribal	12/17/2014
Metlakatla Indian Community	115440	PO Box 8	Metlakatla	AK	99926-0008	United States	Government	Tribal	9/4/2015
Native Village of Tetlin	178753	Po Box 797	Tetlin	AK	99780-0797	United States	Government	Tribal	3/24/2020
Norton Sound Health Corporation	118528	1000 Greg Kruschek Ave	Nome	AK	99762	United States	Government	Tribal	4/6/2016
Nulato Tribal Council	183314	169 Kateel Avenue	Nulato	AK	99765	United States	Government	Tribal	9/18/2020
Port Graham Village Council	152508	63795 Graham Road Unit 1 Box 5510	Port Graham	AK	99603	United States	Government	Tribal	10/9/2018
Scammon Bay Traditional Council	97467	PO Box 126	Scammon Bay	AK	99662-0126	United States	Government	Tribal	6/20/2014
Seldovia Village Tribe	155318	880 E End Rd	Homer	AK	99603-7201	United States	Government	Tribal	12/7/2018
Tanana Chiefs Conference	115955	122 1st Ave Ste 600	Fairbanks	AK	99701-4899	United States	Government	Tribal	11/13/2015
Ugashik Traditional Village	196043	2525 Blueberry Rd Ste 205	Anchorage	AK	99503-2647	United States	Government	Tribal	8/26/2021
Yukon-Kuskokwim Health Corporation	181735	PO Box 528	Bethel	AK	99559	United States	Government	Tribal	7/2/2020

**CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 24, 2023
	<u>Agenda Section</u>	13

Approval to appoint Finance Director, Mason Villarma Interim Borough Manager, and the amendment to his contract

SUBMITTED BY:

Mason Villarma, Finance Director

FISCAL NOTE:

Expenditure Required: \$		
FY 21: \$	FY 22: \$	FY23: \$
Amount Budgeted:		
Account Number(s):		
Account Name(s):		
Unencumbered Balance(s) (prior to expenditure):		

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Contract as amended (proposed)

RECOMMENDATION MOTION:
Move to approve the appointment of Finance Director Mason Villarma as Interim Borough Manager and to amend his contract, as presented.

SUMMARY STATEMENT:

With the resignation of Borough Manager, Jeffrey Good, the Borough Assembly at their October 10, 2023 Regular Assembly meeting, the Assembly approved the following motion:

Approval to have Assembly Member Powell and Mayor Gilbert negotiate a contract amendment for the Interim Borough Manager for Finance Director Mason Villarma and a Deputy Interim Borough Manager contract amendment for Clerk Kim Lane and to start advertising immediately for the Borough Manager position.

Therefore, this item would approve both the appointment of Interim Borough Manager and the amendment to the Finance Director's contract.

As stated in the proposed amended contract, once a new Borough Manager is hired and starts his or her duties as Borough Manager, the amended contract will revert to the original contract.

**FIRST AMENDMENT TO EMPLOYMENT
AGREEMENT**

The Employment Agreement between the CITY AND BOROUGH OF WRANGELL, a home rule borough organized and operating under the laws of the State of Alaska ("**Borough**"), and MASON F. VILLARMA ("**Employee**"), dated July 12, 2022 is amended as follows:

1. The Borough Assembly ("Assembly") has accepted the resignation of the current Borough Manager, effective January 1, 2024. The Assembly wishes to appoint Mason F. Villaroma as the Interim Borough Manager pursuant to Wrangell Municipal Code chapter 3.06 and Section 3-2 of the Wrangell Charter on a temporary basis while it recruits a new permanent Borough Manager. Mason F. Villaroma desires to accept this appointment.

2. The Borough Assembly appoints Mason F. Villaroma as Interim Borough Manager to perform all duties and functions of the Borough Manager as assigned by law and outlined in the Wrangell Charter and Municipal Code as hereinafter amended, as well as the job description for Borough Manager.

3. Mason F. Villaroma will serve as Interim Borough Manager from November 1, 2023 through June 30, 2024. This appointment will terminate on June 30, 2024, at which time Mason F. Villaroma's employment will be governed solely by the terms of the Employment Agreement dated July 12, 2022. The Interim Borough Manager serves at the pleasure of the Assembly, and the Assembly reserves the right to terminate this appointment at any time and for any reason. Mason F. Villaroma may terminate this appointment prior to June 30, 2024 by providing at least 30 days' written notice to the Assembly.

4. While serving as Interim Borough Manager, Mason F. Villaroma agrees to assist the Borough in the recruitment of a permanent Borough Manager and provide transitional assistance to the permanent Borough Manager as needed.

5. While serving as Interim Borough Manager, Mason F. Villaroma will continue to serve as the Borough Finance Director and will continue to perform all duties and functions assigned to the Finance Director as described in the Employment Agreement.

6. While serving as Interim Borough Manager, Mason F. Villaroma's salary shall be increased by \$10,000 per month.

7. All remaining terms and conditions of the Employment Agreement dated July 12, 2022 shall remain in full force and effect.

Dated this _____ day of October, 2023.

CITY AND BOROUGH OF WRANGELL:

EMPLOYEE:

Patricia Gilbert
Borough Mayor

Mason F. Villarma

**CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 24, 2023
	<u>Agenda Section</u>	13

Approval to appoint Borough Clerk, Kim Lane as Deputy Interim Borough Manager, and to approve the First Amendment to the Borough Clerk’s contract

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$		
FY 21: \$	FY 22: \$	FY23: \$
Amount Budgeted:		
Account Number(s):		
Account Name(s):		
Unencumbered Balance(s) (prior to expenditure):		

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Contract as amended (proposed)

RECOMMENDATION MOTION:
Move to approve the appointment of Borough Clerk, Kim Lane as Deputy Interim Borough Manager and to approve the First Amendment to the Borough Clerk’s contract, as presented.

SUMMARY STATEMENT:

With the resignation of Borough Manager, Jeffrey Good, the Borough Assembly at their October 10, 2023 Regular Assembly meeting, the Assembly approved the following motion:

Approval to have Assembly Member Powell and Mayor Gilbert negotiate a contract amendment for the Interim Borough Manager for Finance Director Mason Villarma and a Deputy Interim Borough Manager contract amendment for Clerk Kim Lane and to start advertising immediately for the Borough Manager position.

Therefore, this item would approve both the appointment of Deputy Interim Borough Manager and the amendment to the Borough Clerk's contract.

The amendment amount listed is the amount the Clerk would be paid as "acting" borough manager. As acting borough manager, the Clerk would act in the absence of the borough manager, in the event decisions are required.

As stated in the proposed amended contract, once a new Borough Manager is hired and starts his or her duties as Borough Manager, the amended contract will revert to the original contract.

**FIRST AMENDMENT TO EMPLOYMENT
AGREEMENT**

The Employment Agreement between the CITY AND BOROUGH OF WRANGELL, a home rule borough organized and operating under the laws of the State of Alaska ("**Borough**"), and KIMBERLY K LANE ("**Employee**"), dated June 28, 2022 is amended as follows:

1. The Borough Assembly ("Assembly") has accepted the resignation of the current Borough Manager, effective January 1, 2024. The Assembly wishes to appoint Kimberly K Lane as the Deputy Interim Borough Manager pursuant to Wrangell Municipal Code chapter 3.06 and Section 3-2 of the Wrangell Charter on a temporary basis while it recruits a new permanent Borough Manager. Kimberly K Lane desires to accept this appointment.
2. The Borough Assembly appoints Kimberly K Lane as the Deputy Interim Borough Manager to assist the Interim Borough Manager with performing all duties and functions of the Borough Manager as assigned by law and outlined in the Wrangell Charter and Municipal Code as hereinafter amended, as well as the job description for Borough Manager.
3. Kimberly K Lane will serve as Deputy Interim Borough Manager from November 1, 2023 through June 30, 2024. This appointment will terminate on June 30, 2024, at which time Kimberly K Lane's employment will be governed solely by the terms of the Employment Agreement dated June 28, 2022. The Deputy Interim Borough Manager serves at the pleasure of the Assembly, and the Assembly reserves the right to terminate this appointment at any time and for any reason. Kimberly K Lane may terminate this appointment prior to June 30, 2024 by providing at least 30 days' written notice to the Assembly.
4. While serving as Deputy Interim Borough Manager, Kimberly K Lane agrees to assist the Borough in the recruitment of a permanent Borough Manager and provide transitional assistance to the permanent Borough Manager as needed.
5. While serving as Deputy Interim Borough Manager, Kimberly K Lane will continue to serve as the Borough Clerk and will continue to perform all duties and functions assigned to the Borough Clerk as described in the Employment Agreement.
6. While serving as Interim Borough Manager, Kimberly K Lane's salary shall be increased by \$2,700 per month.
7. All remaining terms and conditions of the Employment Agreement dated June 28, 2022 shall remain in full force and effect.

Dated this _____ day of October, 2023.

CITY AND BOROUGH OF WRANGELL:

EMPLOYEE:

Patricia Gilbert
Borough Mayor

Kimberly K Lane