

City Council July 21, 2025 6pm

Newberg Public Safety Building 401 E. Third Street Denise Bacon Community Room

Online: https://us06web.zoom.us/j/89536547180

Public Comment Registration

View Slides

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. City Manager Report
 - 4.1. May Statistical Report
- 5. Public Comments
- 6. Consent Calendar
 - **6.1.** Axon Body Camera Contract
 - a. Exhibit A: Renewal Quote
 - **6.2.** Street Tree List
 - a. Exhibit A: Approved Street Tree List
- 7. New Business
 - 7.1. Purchase of Diesel-Powered Street Sweeper
 - a. Exhibit A: SWS Quote
 - b. Exhibit B: Newberg Sourcewell Membership
 - c. Exhibit C: Sourcewell Schwarze Contract
 - 7.2. Purchase of CCTV Pipe Inspection System and Vehicle
 - a. Exhibit A: True North TV Truck Quote 2025
 - b. Exhibit B: Newberg Sourcewell Membership
 - c. Exhibit C: Sourcewell Envirosight Contract 120721
 - 7.3. Resolution authorizing application for DLCD Housing Planning Assistance Grant
 - 7.4. Rail Spur Removal Discussion
 - a. Attachment 1: ODOT Information on Rail Safety
 - b. <u>Presentation</u>
 - c. Talt Public Comment*
- 8. Adjournment

*Indicates supplementary item

ADA Statement: Contact the City Recorder's Office for physical or language accommodation at least 2 business days before the meeting. Call (503) 537-1283 or email cityrecorder@newbergoregon.gov. For TTY services please dial 711.

REQUEST FOR COUNCIL ACTION



Date Action Requested: (July 21, 2025)

Order 🗆	Ordinance	Resolution	Motion	Information ⊠	Proclamation	
Subject: C	M statistics for N	May 2025		Staff: Will Worthey CM Department: Administration		
Work Sess	sion Business	s Session ⊠		Order On Agenda	a: CM report	

Is this item state mandated? Yes \square No \boxtimes

If yes, please cite the state house bill or order that necessitated this action: NA

Recommendation: NA

Executive Summary: The summary of events conducted by city departments in May of 2025.

Fiscal Impact: All were conventionally budgeted items.

Council Goals:

Goal 4: Create and maintain a high level of transparency with our residents in order to build trust.

O1: Expand communication outreach in regard to regular city events and additional involvement with city businesses by the end of 2026.

Newberg CM report

Monthly Statistics to the end of May 2025





Planning: combined planning decisions of all sorts*: 9









^{*} Combined from the Director, Planning Commission and Council



Planning: building permits for housing units: 1

Average 2022

15



Average 2023

7.75

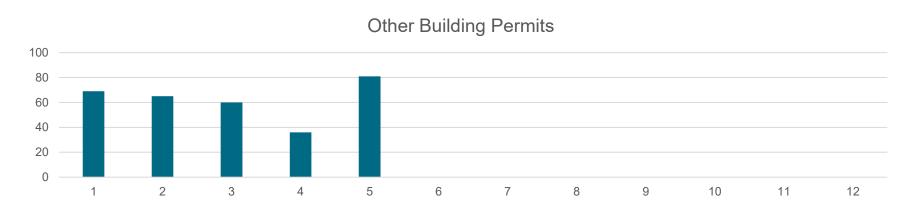
2024 - Permits for units - 5.67





Planning: building permits other types: 81











Planning: building inspections: 385

Average 2022

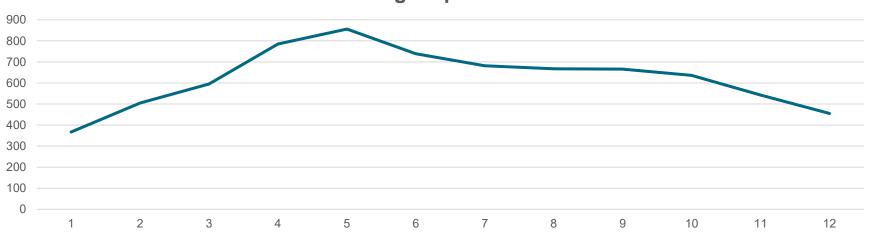
691

Average 2023

728



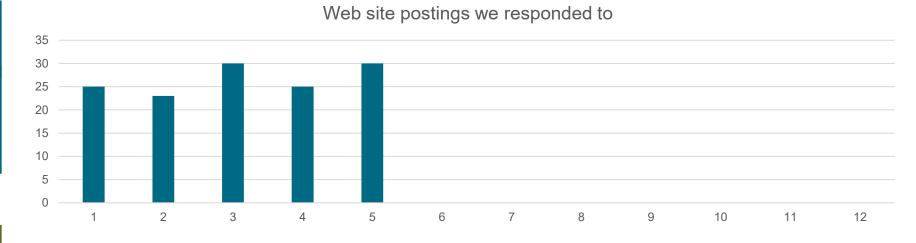




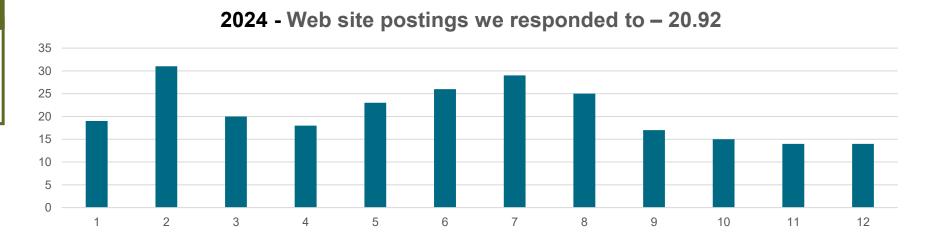


Community Engagement: submission forms through website: 30

Average 2022



Average 2023 24.58





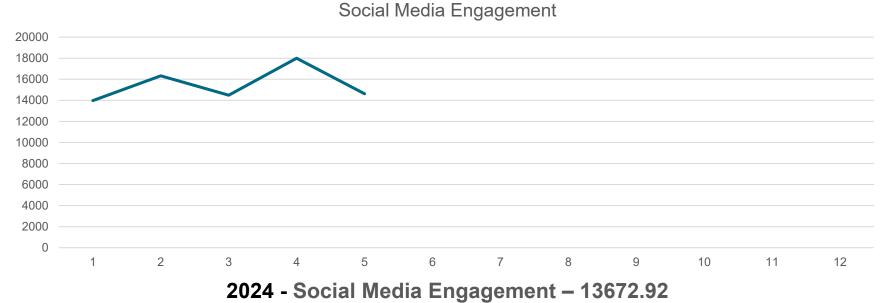
Community Engagement: social media engagement: 14,622

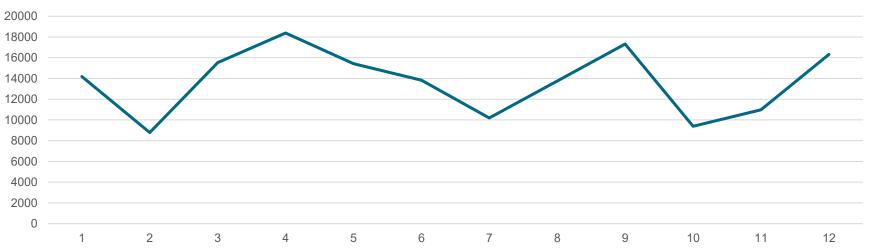
Average 2022

7942.5

Average 2023

7560.8







Community Engagement: Socials followers Facebook 4466, Other 502, LinkedIn 1142

Average 2022

Facebook

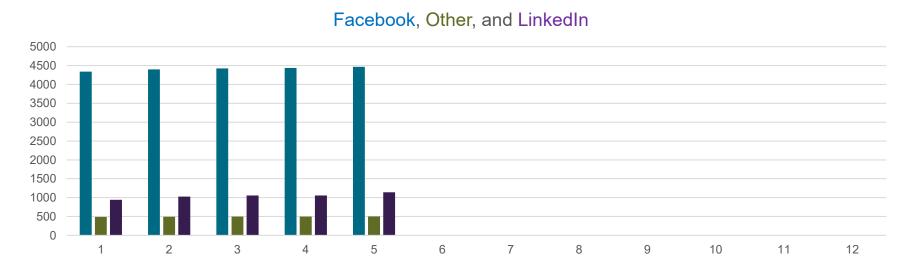
3746

Twitter

415

LinkedIn

253.6



Average 2023

Facebook 3937

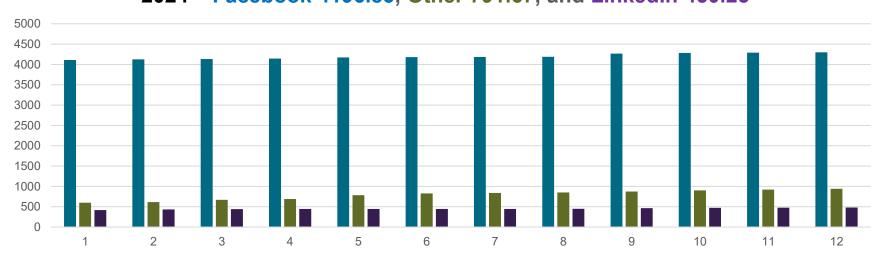
Other

437

LinkedIn

326

2024 - Facebook 4196.83, Other 791.67, and LinkedIn 450.25





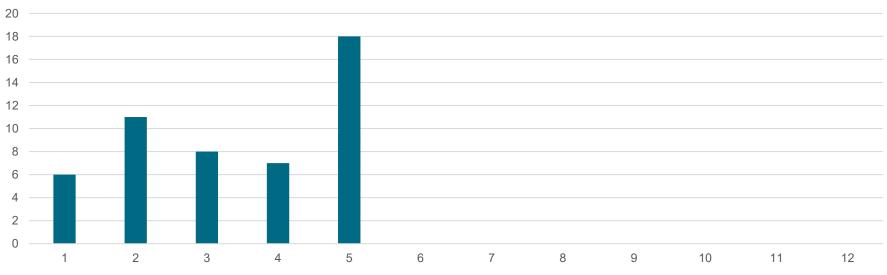
City Recorder: Public Records Requests: 18

Average 2022

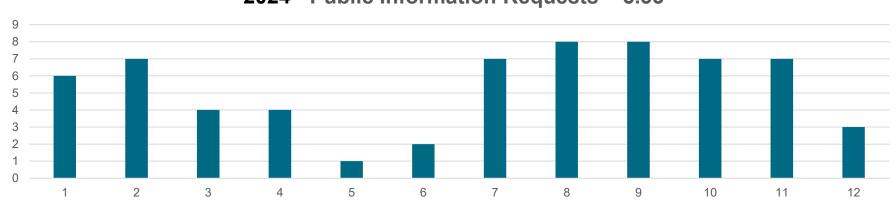
Average 2023

5.5





2024 - Public Information Requests - 5.33

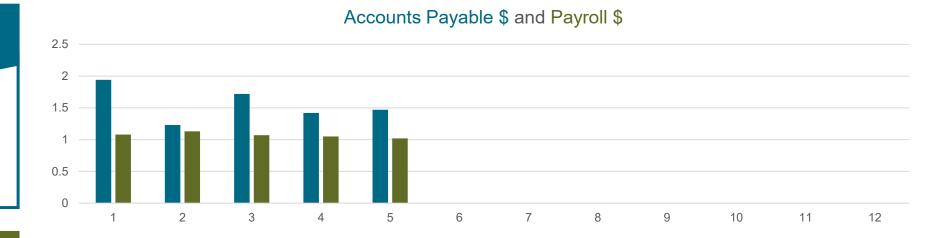




Finance: \$1.47 M of payments to accounts payable & \$1.02 M of payroll



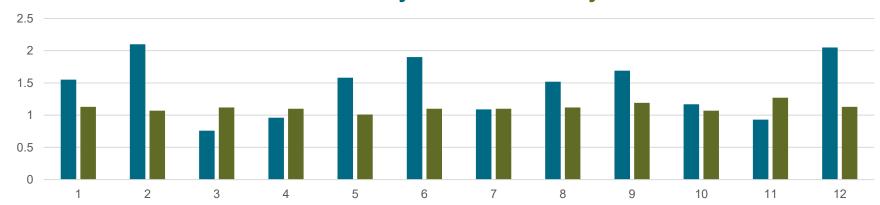
\$1.75 M Payroll \$0.93 M



Average 2023

AP \$2.56 M **Payroll** \$1.01 M

2024 - Accounts Payable \$1.44 and Payroll \$1.12





Average 2022

Recruitments

5.6

Hires

1.9

Separations

1.6

Claims

2.6

Average 2023

Recruitments

4.17

Hires

1.92

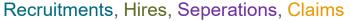
Separations

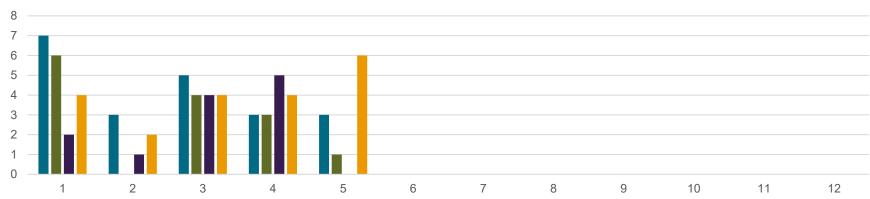
1.08

Claims

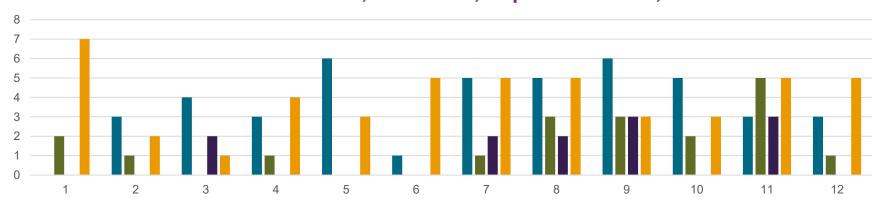
3.33

HR: Recruitments advertised - 3 Hires: 1 Separations: 0, FMLA / ADA / OFLA / workers comp claims: 6





2024 - Recruitments 3.67, Hires 1.58, Separations 1.00, Claims 4.00



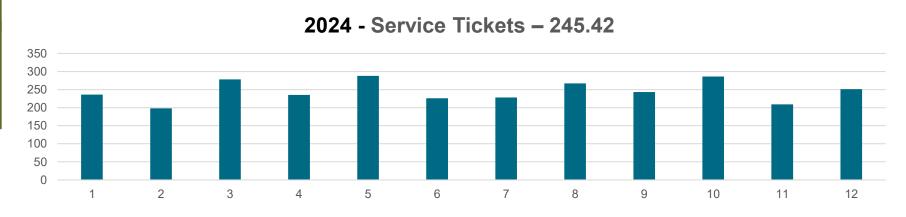


IT resolved 381 service tickets for the city.





Average 2023 232.3





IT responded to 3 after hours on-call events.



3.6



Average 2023

2.58





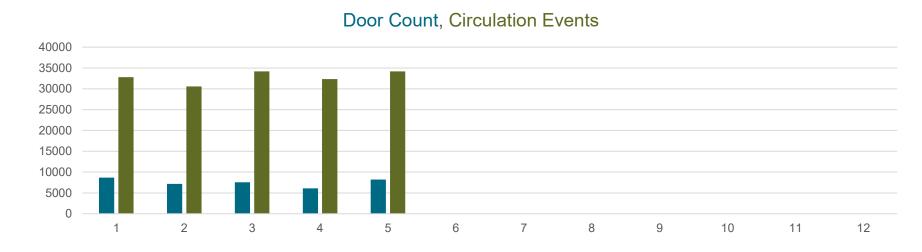
Library Activity: Door count 8,226, Circulation events 34,161

Average 2022

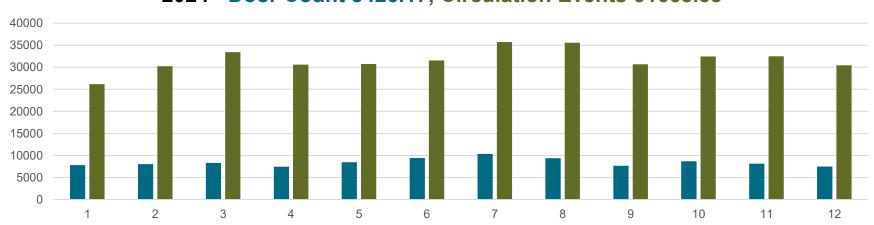
7108
Circulation
Events
23,418

Average 2023

Door Count 8372 Circulation Events 25,889









Public Safety: 2651 – calls for service

Average 2022

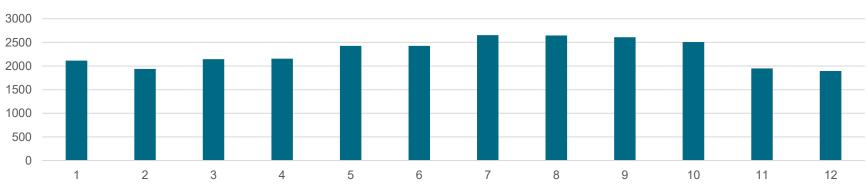
2065



Average 2023

2206

2024 - Calls for service – 2288.58





Public Safety: 1070 – traffic stops

Average 2022

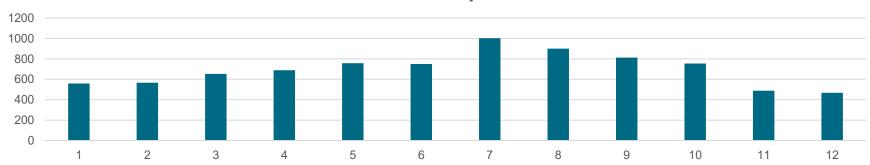
561



Average 2023

557

2024 - Traffic Stops - 699.42



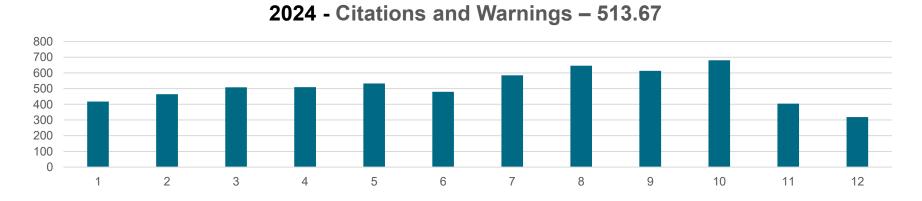


Public Safety: X – citations & warnings



Not available at this time due to cloud upgrade. We hope that this can resume soon.



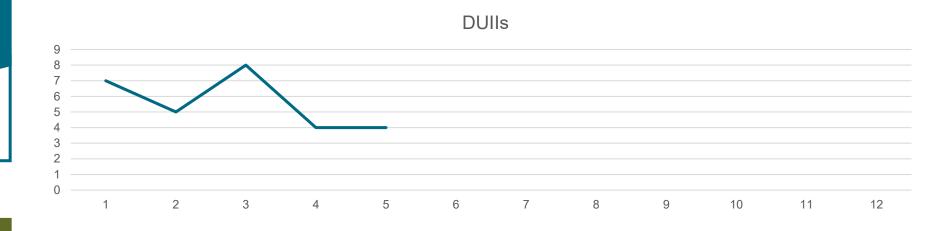




Public Safety: 4 – DUII's

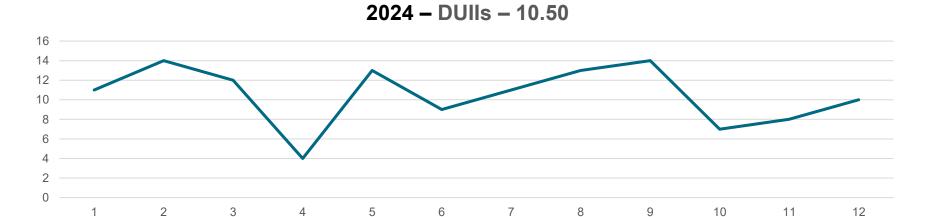
Average 2022

12.1



Average 2023

9.83





Average 2022

911 Calls 817 Non-Emergency Calls 3436

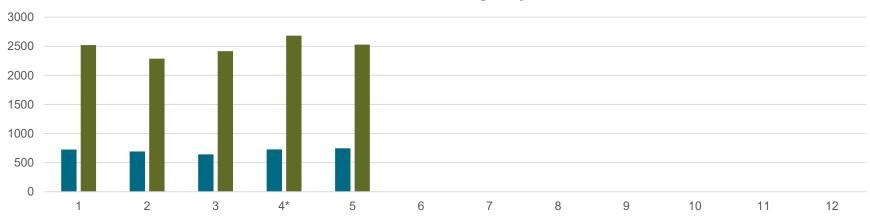
Average 2023

911 Calls 892 Non-Emergency Calls

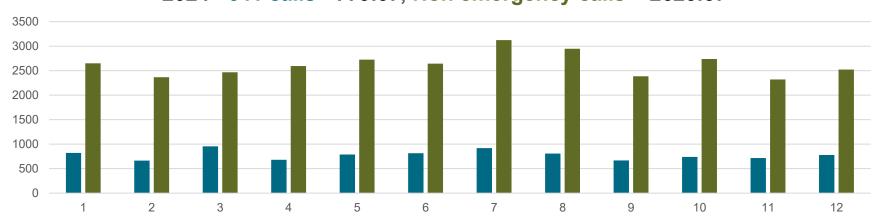
3214

Dispatch: 746 "911" calls & 2528 non-emergency calls

911 calls, Non emergency calls



2024 - 911 calls - 779.67, Non emergency calls - 2623.67





Public Works: water production was 74.28 million gallons, & 70.72 million gallons (MG) were treated

Average 2022

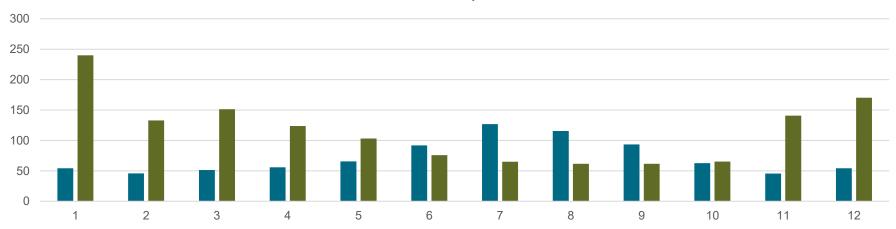
Clean Water 69.45 MG Waste Water 105.46 MG

Average 2023

Clean Water 73.33 MG Waste Water 108.20 MG









Public Works: 655 work orders completed











So that's the totals to the end of May

Building inspection work is running very light right now but we expect this to ramp up soon.

We have never had more public information requests than May 2025 over almost four years!

PW activity was impacted by being short staffed.

Questions?

REQUEST FOR COUNCIL ACTION



Date Action Requested: July 21, 2025

Order \square Ordinance \square Resolution \boxtimes Motion \square No. 2025-3984	Information □ Proclamation □		
Subject: Authorizing the City Manager to renew a contract with Axon Enterprises for Body Worn Cameras	Staff: Dave Brooks / Jeff Kosmicki Department: Police		
Business Session	Order On Agenda: Consent calendar		
Hearing Type: Administrative			

Is this item state mandated? Yes \square No \boxtimes

If yes, please cite the state house bill or order that necessitated this action:

Recommendation: Authorize the City Manager to approve the five-year early renewal contract with Axon Enterprises in the amount of \$514,734.30

Executive Summary: In 2022 the Newberg-Dundee police department entered into a 5 year contract with Axon Enterprises to provide the department with Body Worn Cameras. The current contract expires in 2026. Staff recommends renewing this contract early to take advantage of pricing before anticipated cost increase in 2026. By renewing this contract early, the City will save \$222,266.22 over the 5-year contract.

Fiscal Impact: This program is budgeted in the current biennial budget.

August 2025: \$63,247.70 August 2026: \$112,621.65 August 2027: \$112,621.65 August 2028: \$112,621.65 August 2029: \$112,621.65

Council Goals: Renewing the body worn camera contract meets council goals 1, 3, 4, and 5

RESOLUTION NO. 2025-3984



ICESOLO I ION I	110.	2023	
A Resolution			

Recitals:	
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- 1. The Newberg-Dundee police department began using Axon Body worn cameras in 2022.
- 2. Renewing the existing contract 1 year early provides significant cost savings.

The City of Newberg Resolves as Follows:

1. Authorize the City Manager to approve the five-year early renewal contract with Axon Enterprises in the amount of \$514,734.30

	is the day after the adoption date, which is: July 22, 2025. Newberg, Oregon, this 21st day of July, 2025.
Rachel Thomas, City Recorder	
Attest by the Mayor this	_ day of, 2025.
Bill Rosacker, Mayor	



Axon Enterprise, Inc.

17800 N 85th St. Scottsdale, Arizona 85255 United States

VAT: 86-0741227 Domestic: (800) 978-2737

International: +1.800.978.2737

Q-691604-45833AA

| Issued: 06/25/2025 | Quote Expiration: 07/25/2025

Estimated Contract Start Date: 09/01/2025

Account Number: 108227

Payment Terms: N30 Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Newberg Dundee Police Dept OR 401 E 3rd St Newberg, OR 97132-3071 USA	Newberg Dundee Police Dept OR 401 E 3rd St Newberg OR 97132-3071 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Alex Aguilar Phone: (253) 389-2615 Email: alaguilar@axon.com Fax:	Dave Brooks Phone: (503) 554-7784 Email: dave.brooks@newbergoregon.gov Fax: (503) 538-5393

Quote Summary

Program Length	60 Months		
TOTAL COST	\$513,734.30		
ESTIMATED TOTAL W/ TAX	\$513,734.30		

Discount Summary

Average Savings Per Year	\$44,453.20		
TOTAL SAVINGS	\$222,266.02		

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Payment Summary

Date	Subtotal	Tax	Total
Aug 2025	\$63,247.70	\$0.00	\$63,247.70
Aug 2026	\$112,621.65	\$0.00	\$112,621.65
Aug 2027	\$112,621.65	\$0.00	\$112,621.65
Aug 2028	\$112,621.65	\$0.00	\$112,621.65
Aug 2029	\$112,621.65	\$0.00	\$112,621.65
Total	\$513,734.30	\$0.00	\$513,734.30

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 Quote Unbundled Price:
 \$775,569.40

 Quote List Price:
 \$679,712.80

 Quote Subtotal:
 \$513,734.30

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$73,260.82)	(\$73,260.82)	\$0.00	(\$73,260.82)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$58,409.32	\$58,409.32	\$0.00	\$58,409.32
BWCUwTAP	BWC Unlimited with TAP	44	60	\$129.06	\$99.66	\$75.67	\$199,768.80	\$0.00	\$199,768.80
C00018	BUNDLE - TASER 7 CERTIFICATION	43	60	\$87.23	\$80.16	\$80.16	\$206,812.80	\$0.00	\$206,812.80
CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	2	60	\$283.34	\$283.34	\$283.34	\$34,000.80	\$0.00	\$34,000.80
A la Carte Hardware									
H00001	AB4 Camera Bundle	44			\$1,798.00	\$20.43	\$899.00	\$0.00	\$899.00
H00002	AB4 Multi Bay Dock Bundle	6			\$1,638.90	\$43.90	\$263.40	\$0.00	\$263.40
A la Carte Software									
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	60		\$57.50	\$57.50	\$3,450.00	\$0.00	\$3,450.00
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	129	60		\$0.81	\$0.81	\$6,269.40	\$0.00	\$6,269.40
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	43	60		\$5.42	\$5.42	\$13,983.60	\$0.00	\$13,983.60
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	43	60		\$10.85	\$10.85	\$27,993.00	\$0.00	\$27,993.00
73618	AXON COMMUNITY REQUEST	45	60		\$10.85	\$10.85	\$29,295.00	\$0.00	\$29,295.00
ProLicense	Pro License Bundle	2	60		\$48.82	\$48.75	\$5,850.00	\$0.00	\$5,850.00
Total							\$513,734.30	\$0.00	\$513,734.30

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	43	1	08/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	08/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	08/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	49	1	08/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	49	1	08/01/2025
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	49	1	08/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	6	1	08/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	6	1	08/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	6	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	100591	AXON TASER - CLEANING KIT	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	1	1	08/01/2025

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Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	43	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	51	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	43	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	215	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12- DEGREE) NS	215	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	86	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	86	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5- DEGREE) NS	43	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12- DEGREE) NS	43	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	86	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12- DEGREE) NS	86	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	86	1	08/01/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12- DEGREE) NS	86	1	08/01/2027
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	86	1	08/01/2027
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	86	1	08/01/2027
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	45	1	02/01/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	6	1	02/01/2028
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	86	1	08/01/2028
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12- DEGREE) NS	86	1	08/01/2028
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	86	1	08/01/2029
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12- DEGREE) NS	86	1	08/01/2029
BWC Unlimited with TAP	73310	AXON BÓDY - TAP REFRESH 2 - CAMERA	45	1	08/01/2030
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	6	1	08/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 2 UAS BUNDLE	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	2	09/01/2025	08/31/2030
AXON AIR, CLASS 2 UAS BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	2	09/01/2025	08/31/2030
AXON AIR, CLASS 2 UAS BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	2	09/01/2025	08/31/2030
BUNDLE - TASER 7 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	43	09/01/2025	08/31/2030
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	43	09/01/2025	08/31/2030
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	09/01/2025	08/31/2030

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Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	44	09/01/2025	08/31/2030
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	44	09/01/2025	08/31/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	6	09/01/2025	08/31/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	09/01/2025	08/31/2030
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	09/01/2025	08/31/2030
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	43	09/01/2025	08/31/2030
A la Carte	73618	AXON COMMUNITY REQUEST	45	09/01/2025	08/31/2030
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	43	09/01/2025	08/31/2030
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	129	09/01/2025	08/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 7 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 7 CERTIFICATION	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	43

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	51	08/01/2026	08/31/2030
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	43	08/01/2026	08/31/2030
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	1	08/01/2026	08/31/2030
BUNDLE - TASER 7 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	08/01/2026	08/31/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	44	08/01/2026	08/31/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	1	08/01/2026	08/31/2030
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	6	08/01/2026	08/31/2030
BWC Unlimited with TAP BWC Unlimited with TAP	80464 80464	AXON BODY - TAP WARRANTY - CAMERA AXON BODY - TAP WARRANTY - CAMERA	1 44 1 6	08/01/2026 08/01/2026	08/31/20 08/31/20

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Shipping Locations

Location Number	Street	City	State	Zip	Country
1	401 E 3rd St	Newberg	OR	97132-3071	USA

Payment Details

Aug 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$509.74	\$0.00	\$509.74
Year 1	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	43	\$2,066.09	\$0.00	\$2,066.09
Year 1	73618	AXON COMMUNITY REQUEST	45	\$4,328.37	\$0.00	\$4,328.37
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	43	\$4,136.00	\$0.00	\$4,136.00
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	129	\$926.31	\$0.00	\$926.31
Year 1	BWCUwTAP	BWC Unlimited with TAP	44	\$29,516.08	\$0.00	\$29,516.08
Year 1	C00018	BUNDLE - TASER 7 CERTIFICATION	43	\$30,556.86	\$0.00	\$30,556.86
Year 1	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	2	\$5,023.66	\$0.00	\$5,023.66
Year 1	H00001	AB4 Camera Bundle	44	\$132.83	\$0.00	\$132.83
Year 1	H00002	AB4 Multi Bay Dock Bundle	6	\$38.92	\$0.00	\$38.92
Year 1	ProLicense	Pro License Bundle	2	\$864.34	\$0.00	\$864.34
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	\$58,409.32	\$0.00	\$58,409.32
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$73,260.82)	\$0.00	(\$73,260.82)
Total				\$63,247.70	\$0.00	\$63,247.70

Aug 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$735.06	\$0.00	\$735.06
Year 2	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	43	\$2,979.38	\$0.00	\$2,979.38
Year 2	73618	AXON COMMUNITY REQUEST	45	\$6,241.66	\$0.00	\$6,241.66
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	43	\$5,964.25	\$0.00	\$5,964.25
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	129	\$1,335.77	\$0.00	\$1,335.77
Year 2	BWCUwTAP	BWC Unlimited with TAP	44	\$42,563.16	\$0.00	\$42,563.16
Year 2	C00018	BUNDLE - TASER 7 CERTIFICATION	43	\$44,064.01	\$0.00	\$44,064.01
Year 2	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	2	\$7,244.29	\$0.00	\$7,244.29
Year 2	H00001	AB4 Camera Bundle	44	\$191.54	\$0.00	\$191.54
Year 2	H00002	AB4 Multi Bay Dock Bundle	6	\$56.12	\$0.00	\$56.12
Year 2	ProLicense	Pro License Bundle	2	\$1,246.41	\$0.00	\$1,246.41
Total				\$112,621.65	\$0.00	\$112,621.65

Aug 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$735.06	\$0.00	\$735.06
Year 3	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	43	\$2,979.38	\$0.00	\$2,979.38
Year 3	73618	AXON COMMUNITY REQUEST	45	\$6,241.66	\$0.00	\$6,241.66
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	43	\$5,964.25	\$0.00	\$5,964.25
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	129	\$1,335.77	\$0.00	\$1,335.77
Year 3	BWCUwTAP	BWC Unlimited with TAP	44	\$42,563.16	\$0.00	\$42,563.16
Year 3	C00018	BUNDLE - TASER 7 CERTIFICATION	43	\$44,064.01	\$0.00	\$44,064.01

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Aug 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	2	\$7,244.29	\$0.00	\$7,244.29
Year 3	H00001	AB4 Camera Bundle	44	\$191.54	\$0.00	\$191.54
Year 3	H00002	AB4 Multi Bay Dock Bundle	6	\$56.12	\$0.00	\$56.12
Year 3	ProLicense	Pro License Bundle	2	\$1,246.41	\$0.00	\$1,246.41
Total				\$112,621.65	\$0.00	\$112,621.65

Aug 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$735.06	\$0.00	\$735.06
Year 4	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	43	\$2,979.38	\$0.00	\$2,979.38
Year 4	73618	AXON COMMUNITY REQUEST	45	\$6,241.66	\$0.00	\$6,241.66
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	43	\$5,964.25	\$0.00	\$5,964.25
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	129	\$1,335.77	\$0.00	\$1,335.77
Year 4	BWCUwTAP	BWC Unlimited with TAP	44	\$42,563.16	\$0.00	\$42,563.16
Year 4	C00018	BUNDLE - TASER 7 CERTIFICATION	43	\$44,064.01	\$0.00	\$44,064.01
Year 4	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	2	\$7,244.29	\$0.00	\$7,244.29
Year 4	H00001	AB4 Camera Bundle	44	\$191.54	\$0.00	\$191.54
Year 4	H00002	AB4 Multi Bay Dock Bundle	6	\$56.12	\$0.00	\$56.12
Year 4	ProLicense	Pro License Bundle	2	\$1,246.41	\$0.00	\$1,246.41
Total				\$112,621.65	\$0.00	\$112,621.65

Aug 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$735.06	\$0.00	\$735.06
Year 5	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	43	\$2,979.38	\$0.00	\$2,979.38
Year 5	73618	AXON COMMUNITY REQUEST	45	\$6,241.66	\$0.00	\$6,241.66
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	43	\$5,964.25	\$0.00	\$5,964.25
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	129	\$1,335.77	\$0.00	\$1,335.77
Year 5	BWCUwTAP	BWC Unlimited with TAP	44	\$42,563.16	\$0.00	\$42,563.16
Year 5	C00018	BUNDLE - TASER 7 CERTIFICATION	43	\$44,064.01	\$0.00	\$44,064.01
Year 5	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	2	\$7,244.29	\$0.00	\$7,244.29
Year 5	H00001	AB4 Camera Bundle	44	\$191.54	\$0.00	\$191.54
Year 5	H00002	AB4 Multi Bay Dock Bundle	6	\$56.12	\$0.00	\$56.12
Year 5	ProLicense	Pro License Bundle	2	\$1,246.41	\$0.00	\$1,246.41
Total				\$112,621.65	\$0.00	\$112,621.65

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

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Agency has existing contract(s) originated via Quote(s):	
Q-365014, Q-471620, Q-628279	
Agency is terminating those contracts effective 9/1/2025 Any changes or credits due to or from Axon.	s in this date will result in modification of the program value which may result in additional fees
The parties agree that Axon is applying a Net Transfer Credit of -\$14,	851.50
Any credits contained in this quote are contingent upon payment in fu	Il of the following amounts:
Q-365014 - Pending - 7/15/2025 - \$82,980.02	
Q-471620 - INUS346664 - 5/15/2025 - \$13,616.56	
100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.	
Signature Da	ate Signed

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REQUEST FOR COUNCIL ACTION



Date Action Requested: July 21, 2025

Order \square Ordinance \square Resolution \boxtimes Motion \square	Information \square
No. 2025-3983	
Subject: Approved Street Tree List	Staff: Scot Siegel and Leanne Wagener Department: Community Development Department File No. n/a
Business Session	Order On Agenda: New Business

Is this item state mandated? Yes \square No \boxtimes

If yes, please cite the state house bill or order that necessitated this action: n/a

Recommendation:

1. Adopt Resolution No. 2025-3983 to approve the 2025 "City of Newberg Approved Street Tree List".

Background: The City of Newberg is using an outdated and limited preferred street tree list from the year 1992, that is not in keeping with current urban forestry best practices. Staff seeks to provide development stakeholders and residents with more appropriate and context sensitive options for tree species selection and placement guidance. (See Attachment 1.) Creation of an updated and informative street tree list is consistent with City Council goals for well-maintained infrastructure and responsive customer service to Newberg residents.

The informational presentation on the updated street tree list with added features was presented to City Council on June 16, 2025.

Fiscal Impact: None.

Council Goals:

The proposed community project may align with the following goals:

- Goal 1: Continue to create and maintain a high level of customer service.
- Continuous Goal A: Ensure Newberg infrastructure (roads, water, city employees) is in good repair and supply.

•	Continuous Goal D: Develop ways to help tourism and the wine industry flourish.							

RESOLUTION No. 2025-3983



A RESOLUTION ADOPTING THE 2025 "CITY OF NEWBERG APPROVED STREET TREE LIST"

Recita	ds:
1.	On June 16, 2025, the Newberg City Council received a staff presentation on the proposed "City of Newberg Approved Street Tree List" and its informational features.
The C	ity of Newberg Resolves as Follows:
1.	Adopt Resolution No. 2025-3983 to approve the 2025 "City of Newberg Approved Street Tree List".
	ive Date of this resolution is the day after the adoption date, which is: July 22, 2025. End by the City Council of Newberg, Oregon, this 21st day of July 2025
City R	ecorder
Attest	by the Mayor this 21st day of July 2025.
Bill Ro	osacker, Mayor

Exhibit A Proposed "City of Newberg Approved Street Tree List"

Exhibit A Proposed "City of Newberg Approved Street Tree List"

City of Newberg Approved Street Tree List

Adopted July 21, 2025





Purpose

The purpose of this document is to provide guidance on appropriate trees for Newberg's urban and suburban spaces (outside of the downtown), namely within the right-of-way, such as planter strips, adjacent to curbtight sidewalks, and medians. Similarly, these trees are also appropriate for parking lots and our commercial or multi-family developments. These conditions often present competition for space with adjacent utilities and resources, such as water and cooler air temperatures.

With this in mind, the City has selected tree species that are better able to perform and thrive in these conditions while providing beautification and ecosystem services which are vital to our environment. Consideration for pest and disease resistance, invasive potential, hardiness, and maintenance were also prioritized.

It should also be noted that this list is not all-inclusive as new and improved cultivars are in constant production. Likewise, some species that were not initially invasive may become so over time, or a new pest or pathogen may become an unfortunate occurrence. Residents and project stakeholders are therefore encouraged to reach out to planning staff with questions about other potential species or cultivars for consideration of placement.

CONTACT
Planning Division

email: planning@newbergoregon.gov

ph: 503537-1240

in-person: 414 E First ST, Newberg, OR 97132

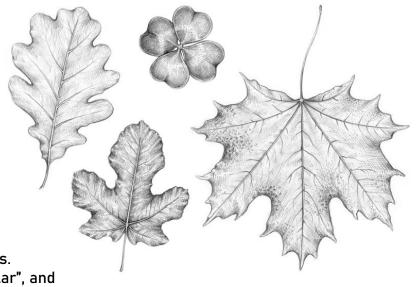


General Information

This list is intended to give the best opportunity at getting the RIGHT TREE IN THE RIGHT PLACE, and will evolve as more data becomes available to update best urban forestry practices. Please also consider the following:

- Size and spacing of trees at installation must match the applicable Newberg Municipal Code sections.
- Optimal tree planting is from October 15th to April 15th excepting adverse weather events.
- All trees shall be predominately single-trunk form (standard). Those that
 are sometimes cultivated as mutli-trunked are noted within the list to be
 installed as a standard.
- Note that many tree species have cultivars that are similar in form and features.

 Those species that have acceptable multiple cultivars are noted with "and similar", and alternatives must reflect the general size and characteristics of the named cultivar.



Tree List Codes

Scientific and Common Names: Note that some trees have more than one common name and that it is important to know the scientific (botanical) name to ensure correct species and varietal at the time of acquisition.

Minimum Planting Width and Length: Minimum planting widths and lengths are measured from back of curb and/or sidewalk to same, other flatwork, or property line. The distances specified are intended to denote an area free of obstructions, such utility boxes, drainage features, meters, etc. Tree species must match the specified minimum widths and lengths (ideally centered within), excepting downtown Newberg.

Tolerances of Wet and Clay Soils: Species that can tolerate clay soils are denoted with the letter "C". Species that tolerate poor drainage or consistently moist soils are denoted with a "Y". Those that cannot tolerate one or either condition are denoted with the letter "N".

Drought Tolerance: Each species has an indication of drought tolerance with a range of "Y" for high, "Moderate" for a mid-level of tolerance, or "N" for negligible or no drought tolerance.

Power line Friendly: Tree species that are allowed under power lines are denoted with a "Y" for yes or an "N" for no suitability.

Deciduous or Evergreen: Deciduous trees are denoted with a "D", and evergreen species are denoted with an "E".

Small Trees: trees with mature heights of less than 35 feet

Scientific Name	Common Name	Minimum Planting Width	Minimum Planting Length	Tolerates Poor Drainage/Clay	•	Power line Friendly	Deciduous/ Evergreen
Acer buergerianum	Tident Maple	4'	10'	N/C	Moderate	Υ	D
Acer campestre	Hedge Maple	4'	10'	N/C	Moderate	Υ	D
Acer grandidentatum	Bigtooth Maple	4'	10'	N/C	Moderate	Υ	D
Acer griseum	Acer griseum	4'	10'	N/C	N	Υ	D
Carpinus caroliniana (standard)	American Hornbeam	4'	10'	Y/C	N	Υ	D
Cercis canadensis var. texensis (and similar)	Oklahoma Redbud	3'	8'	N/C	Moderate	Υ	D
Chioanthus retusus	Chinese Fringetree	3'	8'	N/C	N	Υ	D
Chioanthus virginicus	White Fringetree	3'	8'	N/C	N	Υ	D
Cornus mas	Corneilian Cherry Dogwood	3'	8'	N/C	Moderate	Υ	D
Crataegus x lavallei	Lavalle Hawthorn	4'	10'	N/C	Υ	Υ	D
Koelreuteria paniculata	Golden Raintree	4'	10'	N/C	Moderate	Υ	D
Liriodendron tulipifera 'Little Volunteer'	<u>Little Volunteer</u> <u>Tuliptree</u>	4'	10'	N/C	N	Υ	D
Maackia amurensis	Amur Maackia	4'	10'	N/C	Υ	Υ	D
Maclura pomifera 'White Shield'	White Shield Osage Orange	4'	10'	Y/C	Υ	Υ	D
Magnolia 'Elizabeth'	Elizabeth Magnolia	5'	12'	N/C	N	Υ	E
Magnolia grandiflora 'Victoria' (and similar)	<u>Victoria Southern</u> <u>Magnolia</u>	5'	12'	N/C	N	Υ	E
Magnolia 'Galaxy'	Galaxy Magnolia	5'	12'	N/C	N	Υ	E

Small Trees: trees with mature heights of less than 35 feet

Scientific Name	Common Name	Minimum Planting Width	Minimum Planting Length	Tolerates Poor Drainage/Clay		Power line Friendly	Deciduous/ Evergreen
Magnolia x loebneri (standard)	Loebner Magnolia	5'	12'	N/C	N	Υ	E
Magnolia virginiana (standard)	Sweetbay Magnolia	4'	10'	Y/C	N	Υ	Е
Malus tschonoskii	Tschonoskii Crabapple	3'	8'	N/C	N	Υ	D
Parrotia subaequalis (standard)	Chinese Parrotia	4'	10'	N/C	Moderate	Υ	D
Pistachia chinensis (standard)	Chinese Pistache	4'	10'	N/C	Υ	Υ	D
Quercus myrsinifolia (standard)	Bamboo-leaf Oak	4'	10'	N/C	Υ	Υ	Е
Sorbus hybrida	Oak-Leaf Mountain Ash	4'	10'	N/N	Moderate	Υ	D
Styrax japonicus	Japanese Snowbell	3'	8'	N/N	N	Υ	D
Styrax obassia	Fragrant Snowbell	3'	8'	N/N	N	Υ	D
Syringa reticulata	Japanese Tree Lilac	3'	8'	N/C	N	Υ	D
Tilia cordata 'Halka'	City Sprite Linden	4'	10'	N/C	N	Υ	D
Zelkova serrata 'JFS-KW1'	City Sprite Zelkova	4'	10'	N/C	Moderate	Υ	D
Zelkova serrata 'Schmidtow'	Wireless Zelkova	4'	10'	N/C	Moderate	Υ	D

Medium Trees: trees with mature heights of less than 55 feet

Scientific Name	Common Name	Minimum Planting Width	Minimum Planting Length	Tolerates Poor Drainage/Clay		Power line Friendly	Deciduous/ Evergreen
Betula nigra 'BNMTF'	Dura Heat River Birch	5'	12'	Y/C	N	N	D
Betula nigra 'Cully'	Heritage River Birch	5'	12'	Y/C	N	N	D
Carpinus betulus	European Hornbeam	5'	12'	Y/C	N	N	D
Celtis occidentalis	Common Hackberry	6'	15'	Y/C	Moderate	N	D
Cladrastis kentukea	American Yellowwood	6'	15'	N/C	Moderate	N	D
Corylus colurna (standard)	Turkish Hazel	4'	10'	N/C	Υ	N	D
Corylus fargesii (standard)	Farges Hazelnut	5'	12'	N/C	Υ	N	D
Eucommia ulmoides	Hardy Rubber Tree	6'	15'	N/C	Υ	N	D
Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo	4'	10'	N/C	Moderate	N	D
Ginkgo biloba 'Halka'	<u>Halka Ginkgo</u>	5'	12'	N/C	Moderate	N	D
Ginkgo biloba 'JFS-UGA2'	Golden Colonnade Ginkgo	4'	10'	N/C	Moderate	N	D
Ginkgo biloba 'Maygar'	Maygar Ginkgo	5'	12'	N/C	Moderate	N	D
Ginkgo biloba 'Saratoga'	Saratoga Ginkgo	5'	12'	N/C	Moderate	N	D
Ginkgo biloba 'Shangri-la'	Shangri-la Ginkgo	4'	10'	N/C	Moderate	N	D
Gleditsia triacanthos 'Shademaster'	Shademaster Honeylocust	6'	15'	N/C	Υ	N	D
Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	6'	15'	N/C	Υ	N	D
Gymnocladus dioicus 'Espresso' (similar male)	Espresso Kentucky Coffee Tree	6'	15'	N/C	Moderate	N	D

Medium Trees: trees with mature heights of less than 55 feet

Scientific Name	Common Name	Minimum Planting Width	Minimum Planting Length	Tolerates Poor Drainage/Clay	_	Power line Friendly	Deciduous/ Evergreen
Magnolia grandiflora 'Bracken's Brown Beauty' (and similar)	Bracken's Black Beauty Southern Magnolia	6'	15'	N/C	N	N	E
Nyssa sylvatica	Black Tupelo	4'	10'	Y/C	N	N	D
Ostyra virginiana	American Hophornbeam	4'	10'	N/N	Υ	N	D
Parrotia persica	Persian Parrotia	4'	10'	N/C	Moderate	N	D
Picea omorika	Siberian Spruce	6'	15'	N/C	N	N	E
Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Limber Pine	6'	15'	N/N	Moderate	N	Е
Quercus hypoleucoides (standard)	Silverleaf Oak	5'	12'	N/N	Υ	N	E
Quercus muehlenbergii	Chinkapin Oak	6'	15'	N/C	Moderate	N	D
Quercus phellos	Willow Oak	6'	15'	Y/C	Moderate	N	D
Quercus x bimundorum 'Crimschmidt' (and similar)	Crimson Spire Oak	4'	10'	N/N	Moderate	N	D
Styphnolobium japonicum 'Millstone'	Millstone Japanese Pagodatree	5'	12'	N/N	Υ	N	D
Tilia americana 'Redmond'	Redmond American Linden	5'	12'	N/C	Moderate	N	D
Tilia cordata 'PNI 6025'	Greenspire Littleleaf Linden	5'	12'	N/C	Moderate	N	D

Medium Trees: trees with mature heights of less than 55 feet

Scientific Name	Common Name	Minimum Planting Width	Minimum Planting Length	Tolerates Poor Drainage/Clay			Deciduous/ Evergreen
Tilia cordata x mongolica 'Harvest Gold'	Harvest Gold Linden	4'	10'	N/C	Moderate	N	D
Tilia tomentosa 'Sterling'	Sterling Silver Linden	5'	12'	N/C	Moderate	N	D
Ulmus 'Patriot'	Patriot Elm	6'	15'	N/C	Moderate	N	D
Ulmus x 'Frontier'	Fontier Elm	4'	10'	N/C	N	N	D
Ulmus parvifolia	<u>Lacebark Elm</u>	6'	15'	N/C	Moderate	N	D
Ulmus propinqua'JFS- Bieberich'	Emerald Sunshine Elm	4'	10'	N/C	Υ	N	D
Zelkova serrata 'Green Vase'	Green Vase Zelkova	5'	12'	N/C	Moderate	N	D
Zelkova serrata 'Village Green'	Village Green Zelkova	4'	10'	N/C	Moderate	N	D

Large Trees: trees with mature heights of more than 55 feet

Scientific Name	Common Name	Minimum Planting Width	Minimum Planting Length	Tolerates Poor Drainage/Clay		Power line Friendly	Deciduous/ Evergreen
Catalpa speciosa	Northern Catalpa	6'	15'	Y/C	Moderate	N	D
Ginkgo biloba (male only)	<u>Ginkgo</u>	6'	15'	N/C	Υ	N	D
Liriodendron tulipifera 'Emerald City'	Emerald City Tuliptree	6'	15'	N/N	N	N	D
Quercus accutissima	Sawtooth Oak	6'	15'	N/N	Moderate	N	D
Quercus bicolor	Swamp White Oak	8'	18'	Y/C	Moderate	N	D
Quercus coccinea	Scarlet Oak	8'	18'	N/C	Υ	N	D
Quercus douglasii	Blue Oak	6'	15'	N/N	Υ	N	D
Quercus frainetto	Hungarian Oak	6'	15'	N/C	Moderate	N	D
Quercus ilex	Holly Oak	6'	15'	N/C	N	N	E
Quercus kelloggii	California Black Oak	8'	18'	N/N	Υ	N	D
Quercus lyrata	Overcup Oak	8'	18'	Y/Y	Moderate	N	D
Quercus nutallii (Q. texana)	Nuttall Oak	8'	18'	Y/Y	Moderate	N	D
Quercus robur 'Fastigiata' (and similar)	Upright English Oak	5'	12'	N/C	Moderate	N	D
Quercus rubra	Red Oak	9'	18'	N/C	Moderate	N	D
Quercus shumardii	Shumard Oak	8'	18'	Y/C	Υ	N	D
Quercus suber	Cork Oak	8'	18'	N/N	Υ	N	E
Tilia americana	American Linden	8'	18'	N/C	N	N	D
Tilia tomentosa	Silver Linden	8'	18'	N/C	Moderate	N	D
Ulmus americana 'Jefferson' (and similar)	Princeton Elm	8'	18'	N/C	Υ	N	D

Resources:

Illustrations: Liu Ling @ https://www.behance.net/gallery/37165241/Trees and H. L. Groenstein @ https://wildcatsarts.weebly.com/trees---observational-drawing.html

Website references include: Oregon State University, North Carolina State University, J. Frank Schmidt & Son, International Dendrology Society, City of Eugene, City of Grants Pass, and City of Portland. Book reference source: Dirr & Warren, 2019, *The Big Tree Book*, Timber Press, Inc.

REQUEST FOR COUNCIL ACTION



Date Action Requested: July 21, 2025

Order \square Ordinance \square Resolution \boxtimes Motion \square No. 2025-3980	Information □ Proclamation □		
Subject: Authorizing the City Manager to purchase one (1) Schwarze Tornado Diesel Powered Single Engine M2 Street Sweeper from SWS Equipment, LLC.in the amount of \$420,631.96	Staff: Russ Thomas Department: Public Works		
Business Session	Order On Agenda: Consent		
Hearing Type: Administrative			

Is this item state mandated? Yes \square No \boxtimes

If yes, please cite the state house bill or order that necessitated this action:

Recommendation:

Adopt Resolution No. 2025-3980 authorizing the City Manager to approve the purchase of one (1) Schwarze Diesel Powered Single Engine M2 Street Sweeper from SWS Equipment, LLC.in the amount of \$420,631.96

Executive Summary:

- 1. The Public Works Division currently has two (2) Street Sweepers, an electric powered 2023 Bucher City Cat VR50e, and a diesel-powered 2012 Elgin MV3000 Whirlwind. Both street sweepers are used on a frequent basis to maintain the over 80 miles of city streets and highways in Newberg. Routine cleaning of the streets removes debris and materials that cause traffic, pedestrian, and property hazards.
- 2. Build-up of debris blocks storm drain inlets and provides a medium to support vegetative growth. The debris results from motor vehicle accidents, spills from lost or shifting loads, leaves, grass clippings, and other biological material deposited in the right-of-way.
- 3. In addition to the hazards created, failure to remove debris build-up causes accelerated deterioration of the asphalt road as water settles into the road base and causes plant root growth damage, increasing street maintenance repair and replacement costs over time.
- 4. Due to continued city growth, the different operational design and capabilities of the electric powered Bucher City Cat VR50e and the diesel-powered Elgin MV3000 Whirlwind, and the need to have an operational street sweeper to meet sweeping schedules when one of the sweepers is

down for maintenance, both street sweepers are required to meet the daily and seasonal street sweeping needs of the city.

- 5. The thirteen (13) year old 2012 Elgin MV3000 Whirlwind Street Sweeper has significantly exceeded its eight (8) year effective operational life, with ever increasing maintenance, repair, and operational costs to keep it operating due to its age and wear.
- 6. The 2012 Elgin MV3000 Whirlwinds street sweeping equipment is powered by a second diesel engine and transmission which has experienced a catastrophic failure, rendering the sweeping equipment on the 2012 Autocar vehicle chassis inoperable. Necessary repairs to return the thirteen (13) year old street sweeper equipment to operational condition is more than \$28,000, exceeding seventy percent (70%) of the street sweepers' value if it was fully functional. If repairs are done, maintenance, repair, and operational costs will continue to increase due to the age, wear, and condition of the Elgin street sweepers equipment and chassis.
- 7. Public Works Maintenance Staff have inspected and reviewed various manufactured street sweeper models and make and have recommended the Schwarze Tornado M2 single diesel engine powered Street Sweeper provided the most economical and efficient street sweeper option for the City of Newberg.
- 8. SWS Equipment, LLC has provided a quote of \$420,361.96 for the purchase of one (1) new Schwarze Tornado M2 single diesel engine powered Street Sweeper, with pricing under the Sourcewell national cooperative purchase agreement

Fiscal Impact:

Funding for the replacement of the street sweeper at a cost of \$420,631.96 is an anticipated and scheduled equipment replacement in the approved FY2025-2027 budget.

Without replacement of the 2012 Elgin MV3000 Whirlwinds street sweeper, the city would need to rent a similar street sweeper to meet the city's street sweeping needs. Rental Street Sweepers are not readily available and would require advanced and long-term rental agreements that would exceed \$100,000 annually and significantly impact on the FY 2025-2027 maintenance budgets.

Council Goals:

Goal 1 – Exceptional Customer Service:

Replacement of the aged and non-functional street sweeper will allow Public Works Maintenance to continue to meet the established street sweeping schedules meeting citizen expectations and to be able to address citizen concerns in a timely manner should one of the street sweepers need to be taken out of service for maintenance.

Goal 3 – Enhance Community Safety:

Scheduled and continual street sweeping removes debris from city streets that are caused by normal traffic, leaves due to seasonal changes, vehicle spills, crashes, or other causes that can present traffic hazards due to blocked storm drains, flooded streets and intersections, damaged road surfaces, or hazardous road debris.

Goal 5 – Implement a Careful and Prudent Fiscal Policy:

Anticipated, planned, and budgeted timely replacement of equipment prevents unforeseen costly emergency repairs, and reduces expenses for maintenance, repair, and operational costs.

Goals 6 and 7 – Revitalize and beautify the Appearance and Utility of Newberg's Downtown Area, Preserve the Balance between the needs of the Tourism Industry and preserving the character of our town:

Planned, scheduled, and routine operation of an effective street sweeper, contributes to a cleaner, more attractive community, enhances the city's visual appeal for residents, businesses, and the local tourism industry.

RESOLUTION NO. 2025-3980



A Resolution authorizing the City Manager to purchase one (1) Schwarze Tornado Diesel Powered Single Engine M2 Street Sweeper from SWS Equipment, LLC.in the amount of \$420,631.96

Recitals:

- 1. The City of Newberg has operated its own street sweepers to clean and maintain over 80 miles of streets within Newberg city limits since 1950's.
- 2. The thirteen (13) year old 2012 Elgin MV3000 Whirlwind Street Sweeper has significantly exceeded its eight (8) year effective operational life, with ever increasing maintenance, repair, and operational costs to keep it operating due to its age and wear, and has experienced a catastrophic failure, rendering the sweeping equipment on the 2012 Autocar vehicle chassis inoperable.
- 3. Repairs at a cost of \$28,000 for the thirteen (13) year old street sweeper exceed seventy percent (70%) of the street sweepers' value is not fiscally responsible with funding for its planned replacement included in the approved FY 2025-2027 budget.
- 4. The City of Newberg entered into an Interagency Cooperative Purchasing Agreement with Sourcewell (formally the National Joint Powers Alliance -NJPA) effective March 20, 2012. The Sourcewell cooperative agreement complies with the State of Oregon Public Contracts and Purchasing Rules per ORS Chapter 279A and the City of Newberg Municipal Code Chapter 3.25 regarding Public Contracts and Purchasing.
- 5. The agreement with Sourcewell provides for competitive state bid prices to purchase items such as the Schwarze street sweeper. The City of Newberg received the Sourcewell competitive bid from SWS Equipment, LLC, in the amount of \$420,631.96. Funding for this purchase is in the approved FY 2025-2027 budget.

The City of Newberg Resolves as Follows:

- 1. The City of Newberg entered into an Interagency Cooperative Purchasing Agreement with Sourcewell (formally the National Joint Powers Alliance NJPA) effective March 20, 2012. The Sourcewell cooperative agreement complies with the State of Oregon Public Contracts and Purchasing Rules per ORS Chapter 279A and the City of Newberg Municipal Code Chapter 3.25 regarding Public Contracts and Purchasing.
- 2. Sourcewell developed specifications and documents for a request for proposals (RFP) for municipal street sweepers, solicited bids, and awarded Schwarze Industries, Inc. a purchase contract for street sweepers.

- 3. SWS Equipment LLC is the authorized Schwarze Industries, Inc. local manufacturer's representative, providing a purchase quote of \$420,631.96 for one (1) Schwarze Tornado M2 Street Sweeper, powered by a single diesel engine.
- 4. The city manager is authorized and empowered to sign all necessary documents, do all necessary acts, and enter into all necessary contracts or agreements for the purchase of one (1) Schwarze Tornado M2 Street Sweeper, powered by a single diesel engine, from SWS Equipment, LLC.

Adopted by the City Council of	•	•	•	7 22, 2025
Rachel Thomas, City Recorder				
Attest by the Mayor this	day of	, 2025.		
Bill Rosacker, Mayor	-			



SWS Equipment, LLC.

QUOTE

Four Locations Serving Washington, Idaho, Montana, Oregon All Correspondence Remit: PO Box 13040, Spokane, WA 99213

800-892-7831 ~ Fax 509-533-1050 ~ chrisy@swsequipment.com

www.SWSequipment.com

Quote To:

City of Newberg Preston Langeliers preston.langeliers@newbergoregon.gov

Phone: (503) 537-1234 Cell: (971) 246-0417 Ship To:

500 W. Third Street Newberg, Oregon 97132

Bill To:

500 W Third St

Newberg, Oregon 97132

Quote #:

2231.1

Date:

06/16/2025 Chris Young

Sales Rep: FOB:

SWS-O

Ship Via:

Bestway

Est. Ship Date:

07/01/2025

Term:

Net 30

Schwarze A7 SE w/ 2 Speed Rear End SWS #230112

Qty

Description

Unit Price

Ext. Price

Schwarze A7 Tornado Single Engine M2, 240 hp VPD sweeper drive.

Standard Options:

SWEEPER ENGINE.

Fuel water separator.

Safety engine shutdown device.

Battery and 50 gallon fuel tank shared with chassis.

160 amp alternator.

High capacity air cleaner.

HYDRAULIC SYSTEM.

25 gallon vented hydraulic reservoir w/shut-off valves.

Tank mounted level and temperature indicator.

Hydraulic pressure, 2500 psi. In-tank 10 micron return filter with in-cab indicator.

9000 BTU oil to air radiator type oil cooler.

12-volt DC hydraulic backup system.

DUST SEPERATOR.

Centrifugal dust separator, 29000 cu in with 1680 sq in door.

HOPPER.

Mild Steel, 8.4 CuYd, 7 CuYd usable Capacity.

Screens - 5615 square inches, saw tooth design.

Twin dumping cylinders, 51 degrees.

Rear door hydraulically opened, closed and locked.

Dual 20 in X 32 in watertight inspection doors, 1 left, 1 right.

External weatherproof dump switches.

Shroud enclosing the blower system.

BLOWER.

Closed face turbine 10 curved blades, 32.75 in dia. by 5 in wide.

500 Brinell hardness abrasion resistant steel.

Fully balanced within 1.5 grams on both sides.

Vacuum enhancer w/indicator in cab.

Remote grease lines for fan bearing.

PICKUP HEAD.

90 in x 36 in Sweeping Head with Rubber Blast Orifice.

3/8 in thick, 14 in dia Pressure hose, 14 in Suction Hose.

Sweeps-in-Reverse.

Doublewide full length carbide drag shoes Warranted against wear-out, two years/2000 hours, prorated.

DUST CONTROL SYSTEM.

Twin Electric diaphragm water pumps with inlet restriction indicator.

Water tank capacity 480 gallons, polyethylene.

25-foot long fire hydrant fill hose.

50 mesh cleanable filter with shut off valve.

Water spray nozzles shall be provided as follows:

Five at pickup head, two nozzles inside hopper.

Two at gutter broom, per option selected.

Two nozzles in suction tube, two at front axle.

An air purge system for flushing water lines.

OPERATING CONTROLS.

Sweeper power control with auto throttle standby.

Broom deploy, tilt and speed.

Head up/down or leaf bump, sweep in reverse.

Dust control water by zone.

Hopper dump - in cab and at side broom.

Sweeper lighting and beacons.

INSTRUMENTS.

Full color hi-res display with the following:

Water level, broom speed, hopper load, vacuum enhancer position.

Sweeper and drive system diagnostics.

Hopper tilted and door open indicator.

Swiveling console for left or right sweeping.

Hyd. temp. & filter restrictino.

SAFETY EQUIPMENT.

Two body props to lock hopper in raised position.

Rear Amber LED Strobe With Guard.

2 rear yellow alternating LED flashing lights.

Slow moving vehicle emblem, backup alarm, 5-lb fire extinguisher, and a warning triangle kit.

Rear view camera.

SWEEPER WARRANTY.

VPD Device 36 months, unlimited hours.

Chassis sweeper engine 36 Months.

Sweeper hydraulic pumps and fittings 5 years.

Sweeper hydraulic motors and valves 2 years.

- 1 Standard w/ rubber blast orifice
- 1 Sweep Head Deluge
- 1 Gutter Broom, Dual W/Power Tilt and variable speed
- 1 Standby, Full w/Throttle Ramp
- 1 Variable Speed Gutter Broom(s)
- 1 14 Point Standard Remote grease manifold
- Camera System, Four w/ Split Screen (Location of camera 2, 3, 4 in Special Options)
- 1 Water Tank, Standard 470G
- 1 Water Tank, Standard 470G
- 1 Spray Bar, Front
- 1 Spray Bar, Hopper Add. 7 Nozzles
- 1 Additional 100 gallon rear stainless steel tank
- 1 Water Fill Inline Y Strainer
- 1 Hopper, 8.4 CuYd Carbon Steel, Drop Down Screens
- 1 Auto Drop Down Screens (All Hoppers)

Qty	Description Unit Price Ext. Price	
1	Hopper Dump Assist Shaker	
1	Hand Hose - None	
1	Hopper Deluge, Conical Spray	
1	Load Weight Alarm & Indicator	
1	Hopper Up Alarm & Indicator	
1	Hopper Door Open Indicator	
1	Hopper Drain - None or	
1	Hopper, High Strength Stainless Steel ~LIFETIME WARRANTY~	
1	Strobe, Rear W/Guard	
1	Paint, Standard	
1	Decal Kit	
1	Mirror, 12" Parabolic, Set	
1	FL M2+ 164" Dual Steer, 48 States, Non Carb 2 Speed Rear End	
1	Camera Locations: Rear, Suction Head Curbside, Suction Head Street Side, and Street Side Gutter Broom	
1	Schwarze Warranty: STANDARD- 1 Year or 1200 hours as per the Manufacturer Warranty Policy at time of purchase.	
1	Sourcewell Discount on Contract #093021-SWZ awarded to the City of Newberg acct # 64098	
1	Schwarze Training at Facility. SWS Will cover the cost of the class for up to 4 people. Newberg will be responsible for all Travel costs. Approved per Jason H. Date and Time TBD.	

Addition of Arrow board

Change 2" hose fittings to 2 1/2" hose fittings

Remove 100 Gal tank and replace Bumper (Labor)

Add 6" Drain w/ Lay Flat Hose to Debris Body

Addition of Claw Broom for Sweeper Heads

Labor

Pre-Delivery Inspection

Freight

One Day Training performed by SWS Rep.

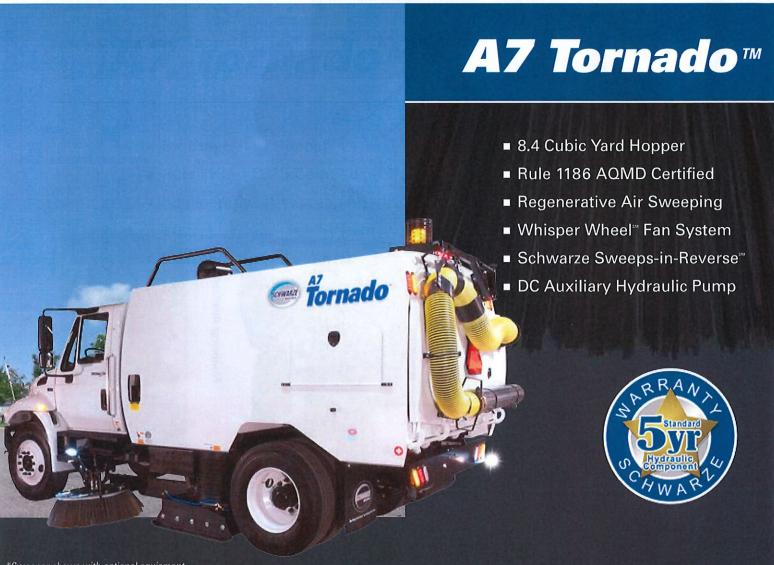
Grand Total \$ 420,631.96

TAX NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE. ANY IMPLIED WARRANTY AS PER THE MANUFACTURER'S STANDARD WRITTEN WARRANTY PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE

Due to a high level of uncertainty with regard to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be adjusted prior to shipping.

Signature:	h	1	1	<u></u>	Printed Name:	Preston Langeliers	Date: 6/19/25
_	1/						







QUALITY - PERFORMANCE - PUBLIC SAFETY
VALUE - CUSTOMER SUPPORT

TornadoTM

8.4 Cubic Yard Regenerative Air Street Sweeper

AMERICAN BUILT-

Bolt in Pressure & Transition Tubes: Ease of maintenance (reduced cost of ownership)

Abrasion Resistant Steel in Critical Wear Areas: Longer life expectancy equates to reduced cost

Four Point Protection³⁰¹: Optional stainless steel hopper package for long lasting performance

of ownership

PERFORMANCE

Extension Override^{5M}: Increased usability versatility in various applications, while eliminating the need for a center broom Optional Equipment: Gutter Broom of gutter brooms and expands the

screen surface area creates more productivity, eliminates the need for a screen vibrator, lower cost of operation Saw tooth Screens: Increased

Optional Equipment: Mechani-Pneumatic Powerhood (broom assist head), in-cab tilt controls for gutter brooms

Financing Available

Whisper Wheels" Fan System: 70% quieter, uses 20% less fuel and 7% more powerful than an open face fan design

PUBLIC SAFETY Available in CNG Fornado

ability to operate in noise sensitive areas Reduced operator stress and increased Noise Level:

requirements to pick up and contain harmful PM 10 Certified: Meets AQMD 1186 particulates Optional Equipment: One to three remote cameras with in-cab video monitor and sound suppression system

ALUE

hopper capacity equates to increased production 8.4 Cubic Yard Hopper Capacity: Increased and less dumps

90"x36" Sweeping Head: influence (quicker transfer, no bulldozing) Increased productivity with a larger area of

Optional Equipment: 8" auxiliary hand hose, extra 350 gallon polyethylene water tank

sweeping head to reverse Sweeps in Reverse^{5M}: Eliminates the need for the operator to raise the

Able to raise and lower the sweeping head without use of aux, engine Standard 12V DC Hydraulic Pump:

> street sweeper with an 8.4 cubic yard hopper. With over 20 years of successful operation throughout the world, the A7 TornadoTM The Schwarze A7 Tornado™ is a chassis mounted, regenerative air is a heavy duty workhorse that will provide a high quality option with a low cost of ownership. Come to the people you know for the products you trust.







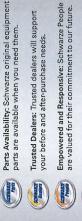






Wheel" Fan System

In Cab Hydraulic Tilt



Trusted Dealers: Trusted dealers will support your before and after-purchase needs.



Schwarze Products: Engineered for enhanced sweeping performance and low ownership cost.



Warranty Support: Schwarze people are on duty to support you and your equipment.

Schwarze regenerative air sweepers are guaranteed to be free from defects due to faulty materials and/or workmanship for a period of 12 months, or 1200 hours. Liability is limited to replacement of defective parts at factory or authorized dealer. The standard warranties of the chassis and sweeper engine manufacturer shall apply.

Sweeping Path Pickup Head Only 90" (2,286mm) Pickup Head and one gutter broom 117" (2,972mm) Pickup Head and two gutter brooms 144" (3,658mm) Chassis Mounts on various chassis to meet requirements Sweeper Body Construction Welded 10-gauge steel plate with 3/16 steel hopper floor Safety Prop Dual steel bars located under body Instrumentation Sweeper Engine Tachometer, hourmeter, voltmeter, temperature gauge, oil pressure gauge Standard Engine 4045T In-line Model / Type 4 cylinder Aspiration Turbo-charged diesel Manufacturer John Deere Displacement 275 cu. in. (4.5L) 115HP (86KW)@ Brake Horsepower 2400 RPM (opt. 140 HP) Torque 317ft-lb (430Nm) @1500RPM Air Cleaner Precleaner:

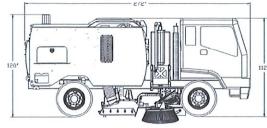
Centrifugal type; Air Cleaner: Dry type with safety element Oil Filter Full-flow / Spin on Stroke 5.00" (127mm) Bore 4.20" (106mm) **Compression Ratio** 19.0 to 1 Safety Shutdown Three-point automatic **Throttle Control** Electronic

Electrical System

Voltage 12 Volt Sweeper Engine Alternator 65 Amperes

Dust Control System

High Pressure / Type Low volume 250 Gallon (946 L) Capacity (600 gallon on cab-over chassis) **Tank Construction** Polyethylene 200 mesh, cleanable Filter Fill Diameter 2.5" (63.5mm)





hange without notice. Specifications may vary depending on chassis type.

Dust Control System cont'o	4
Controls	Electric; in-cab
Nozzles	2 on each broom
	5 around suction
	head
	2 inside suction nozzle
	2 on front axle
	2 inside hopper
Vater Level Gauge	In-cab
Blower System	
- ype	Closed-face radial
Drive	Direct via 5 groove,
The 6450/4707	banded power belt
Construction	Hardox Steel
Balanced	to 1.5 grams or less
	on 2 sides
Diameter	32.75" (832mm)
Housing Lining	Bolt-in corded rubbe
Mounting	2 regreaseable
	sealed bearings
/acuum Enhancer	For heavy/light
	material
	In-cab indicator
Pickup Head	10
ype	Dual chambered
	full-width blast
	orifice
Operating Direction	Forward and reverse
Suspension	Adjustable spring
***	balanced
ength	90" (2,286mm)
Pressure Hose Diameter	14" (355.6mm)
Suction Hose Diameter	14" (355.6mm)
lose Construction	3/8" (9.5mm)
	wire-reinforced
lood Aron	molded rubber
lead Area	3,240 sq. in.
Controls	(20,904cm²) Hydraulic raise
סונו נווט	and lower
Skids	Double wide
Midd	tungsten carbide
Construction	Abrasion-resistant
, on ou a 3 tion	steel inlet and outlet
	transitions

_				
Р	a	İ	n	ı

One coat of sealer / primer and two coats of Dupont Imron Elite polyurethane in standard white color

Side Br	rooms	1

Vertical steel digger	
Right, Left, forward of	
pickup head	
44" (1117.60 mm)	
Hydraulic	
Torque-sensing spring	
Automatic	
Manual	
Variable, non-reversing	
5 each side, disposable	

Manual with optional

Debris Hopper

in-cab controls

Tilt Angle Adjustment

Volumetric Capacity	8.4 cubic yards	
	(6.4 cu. meters)	
Useable Capacity	7.0 cubic yards	
	(5.4 cu. meters)	
Dump Angle	53 degrees	
Floor Angle	3 degrees	
Lifting	Twin hydraulic cylinders	
Hopper Dump Door	Open/close/	
	lock hydraulically	
Inspection Doors	1 on each side of hopper	
Screens	Sawtooth Drop Down	

Hydraulic System

Design

Туре	Dual output 2 section
Pump Capacity	6.5 gpm @1800RPM
	(24.6L / min.) per section
	for 13.0gpm total
Drive	Direct gear
Maximum Pressure	2500psi (173 bar)
Reservoir	25 gallons (94 liters)
Filter	10 micron, spin on
Protection	Pressure relief valve
Controls	Electro-hydraulic

Auxiliary Hydraulic System

Туре	Gear type, driven by
	electric motor
Function	Raise/lower hopper,
	open/close hopper door,
	raise/lower brooms and
	nickun head

NOTE: Specifications are subject to change without notice

Affiliates

Fill Hose



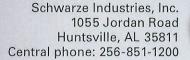




25 foot (7620mm)













City of Newberg

PO Box 970 500 W 3rd Street Newberg, OR 97132-0970 ID# 64098

Is this your organization?

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

Update your organization's information

Add a contact for your organization

Need help?

Contact our dedicated Membership Team at **membership@sourcewell-mn.gov** or 877-585-9706.











Sourcewell for Vendors →



Oregon Legal References

- Or. Rev. Stat. § 279A.205. Authorization of cooperative procurements.
- (1) A contracting agency may participate in, sponsor, conduct or administer a joint cooperative procurement for the procurement of any goods, services or public improvements.
- (2) A contracting agency may participate in, sponsor, conduct or administer a permissive or interstate cooperative procurement for the procurement of any goods or services, but not public improvements.
- Or. Rev. Stat. § 279A.220. Interstate cooperative procurements.
- (1) A contracting agency may establish a contract or price agreement through an interstate cooperative procurement only if:
- (a) The administering contracting agency's solicitation and award process for the original contract is an open and impartial competitive process and uses source selection methods substantially equivalent to those specified in ORS 279B.055 or 279B.060;
- (b) The administering contracting agency's solicitation and the original contract allows other governmental bodies to establish contracts or price agreements under the terms, conditions and prices of the original contract; and
- (c) The administering contracting agency permits the contractor to extend the use of the terms, conditions and prices of the original contract to the purchasing contracting agency.
- (2) In addition to the requirements in subsection (1) of this section:
- (a) The purchasing contracting agency, or the cooperative procurement group of which the purchasing contracting agency is a member, must be listed in the solicitation of the administering contracting agency as a party that may establish contracts or price agreements under the terms, conditions and prices of the original contract, and the solicitation must be advertised in Oregon; or
- (b)(A) The purchasing contracting agency, or the cooperative procurement group of which the purchasing contracting agency is a member, shall advertise a notice of intent to establish a contract or price agreement through an interstate cooperative procurement.

About Sourcewell:

Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government. Minn. Const. art. XII, sec. 3. As a public corporation and agency, Sourcewell is governed by local elected municipal officials and school board members. Minn. Stat. § 123A.21 Subd. 4 (2017). Under its enabling statute, Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members. Id. at Subd. 7(23).

Sourcewell follows the competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies. Minn. Stat. § 471.59 (2017). Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America. § 123A.21 at Subd. 3.

Disclaimer:

The information found on the Sourcewell website is provided for educational and informational purposes only. This information contained on the Sourcewell website, including any printed material derived from the website, is not legal advice and no attorney-client or other contractual relationship is formed by access to this information. Information here may be out of date, obsolete, or otherwise inaccurate. 202 12th Street NE | P.O. Box 219 | Staples, MN 56479 888-894-1930 | www.sourcewell-mn.gov Please consult with a qualified attorney regarding any questions.



Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Schwarze Industries, Inc., 1055 Jordan Road, Huntsville, AL 35811 (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 Street Sweepers and Specialty Sweepers, with Related Equipment, 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 16, 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.

Rev. 3/2021

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 Sourcewell 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 Sourcewell 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 taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt 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 ecommerce 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 Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell 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 Sourcewell 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 nonfederal 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 Sourcewell 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 Sourcewell 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.

Docusigned by:

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Chad Coauette

Date:

Title: Executive Director/CEO

11/22/2021 | 10:13 AM CST

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	Schwarze Industries, Inc.
By: Docusigned by: Jeveny Schwartz COFD2A139D06489	By:CoscBA257A53411
Jeremy Schwartz Title: Chief Procurement Officer	M.J. DuBois, President, DuCo, LLC Title: Authorized Contract Administrator
11/22/2021 8:54 AM CST Date:	11/15/2021 10:16 AM PST Date:
Approved:	

RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name: DuCo, LLC

1079 Tamiami Trl N

Address: #350

Nokomis, Florida 34275

Contact: MJ DUBOIS

Email: mjdubois@ducollc.com

Phone: 410-924-1004 Fax: 410-924-1004 HST#: 81-1963530

Submission Details

Created On: Thursday August 12, 2021 13:01:39

Submitted On: Wednesday September 22, 2021 09:28:53

Submitted By: MJ DUBOIS

Email: mjdubois@ducollc.com

Transaction #: e7e11140-46a9-4b3f-9740-d923b41df94e

Submitter's IP Address: 24.145.112.96

Specifications

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")	Schwarze Industries, Inc. EIN: 63-0427445	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	n/a	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	n/a	*
4	Proposer Physical Address:	1055 Jordan Road Huntsville, AL 35811	*
5	Proposer website address (or addresses):	www.schwarze.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):	M.J. DuBois, President of DuCo, LLC will be acting as both Contract Administrator and Authorized Negotiator for the duration of the proposal period and any subsequent contract award. See attached Authorization Letter. DuCo, LLC 1079 Tamiami Trl N #350 Nokomis, FL 34275 email: mjdubois@ducollc.com Phone: 410-924-1004	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC 1079 Tamiami Trl N #350 Nokomis, FL 34275 email: mjdubois@ducollc.com Phone: 410-924-1004	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joe Hendrickson, Schwarze VP of Sales and Marketing 1055 Jordan Road Huntsville, AL 35811 email: jhendrickson@schwarze.com Phone: 256-851-1150	

Table 2: Company Information and Financial Strength

Line	ne Question	Possonso *	
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.	Over 47 years ago, the founder of Schwarze Industries, Bob Schwarze, was a sweeping contractor. Because he wasn't able to find a sweeper design that truly met his needs, he built the company's first sweeper for his own use in cleaning parking areas. Within a decade, the combination of engineering craftsmanship, integrity, and strong customer services elevated Schwarze Industries to its position as the largest manufacturer of parking area sweepers in the United States. Due to the excellent reputation of its sweepers, Schwarze Industries is fast becoming one of the world's leading manufacturers of road sweepers as well. The Schwarze family credited its success with building innovative, simple-to operate sweepers and backing them with good old-fashioned attention to detail and customer support.
		In 2000, Schwarze Industries, Inc. was purchased by the Alamo Group (stock sign ALG), a publicly traded company whose various lines of commercial mowers are world-renowned for ruggedness and dependability. That means they can now additionally offer the financial strength and stability of a public company. All Schwarze sweepers are proudly built in Huntsville, Alabama. Schwarze Industries sweepers are in use throughout North America and over 35 countries around the world. Schwarze Industries distributes their "large" sweeper products exclusively through a worldwide dealer network, most of which are "government houses" specializing in equipment purchased by government entities.
		As a proud subsidiary company of The Alamo Group, Inc. (ALG), Schwarze Industries, Inc. adheres to the following Code of Business Conduct:
		"We at Schwarze Industries, Inc. are as committed to maintaining the highest ethical standards and to conducting our business in a manner consistent with our moral and legal obligations to our customers, suppliers, employees, shareholders and the public." The Code of Business Conduct and Ethics has been approved and adopted by The Alamo Group's Board of Directors and senior management and covers such concepts as confidential and proprietary information, inventions, conflicts of interest and fair dealing, corporate opportunities, insider trading and tipping, the Foreign Corrupt Practices Act, The Bribery Act 2010 and similar ant bribery laws, antitrust compliance, export controls, fraud, confidential reporting procedures and non-retaliation measures.
		The Code sets forth specific policies governing their conduct worldwide in Schwarze facilities and where they transact business. This Code is intended to be applied in good faith with reasonable business judgment within the framework of the law and sound ethical practices.
		It is the Company policy to observe and comply with all laws applicable to Schwarze Industries, Inc. and operations wherever business is located and to always act in a legal and ethical manner regardless of the location. The laws which apply to any given situation may only be the minimum standard. At all times, they must conduct themselves with integrity and honesty. (See Attachment)
10	What are your company's expectations in the event of an award?	As a current Sourcewell contract holder, Schwarze has an expectation that a contract awarded in response to this solicitation will hold the same benefit. They hope to continue to build on their past success and to providing your members with a continued exemplary level of service, quality products and discounted prices that reflect the quantities expected and previously experienced with the prior awarded contracts.
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.	Schwarze Industries is financially sound. Schwarze's parent company is Alamo Group, which is a publicly traded entity. See the attached Alamo Group SEC report attached as well as the Alamo Code of Ethics.
12	What is your US market share for the solutions that you are proposing?	Schwarze operates in product categories that are sold primarily to the municipal government market segment and to a smaller degree, the commercial market segment. Schwarze's market share is 25%. Schwarze is among the top three manufacturers in municipal sweeper sales in North America and the number one manufacturer in parking lot sweepers.
13	What is your Canadian market share for the solutions that you are proposing?	Schwarze's Canadian Market Share is 10%. Schwarze has dealers in Canada and has received orders from Canadian entities utilizing the Sourcewell Contract.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither Schwarze Industries nor its parent company, Alamo Group, have ever 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	B, Schwarze Industries is a manufacturer, located in Huntsville Alabama, which works directly through a worldwide dealer network. Dealers in North America are individually owned companies. The dealerships are assigned a geographic territory for exclusive Schwarze product representation of their Street and Airport Sweepers. Each of their dealerships has sales, service and parts representation.
	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?	Schwarze Industries also employs "in house" small product sales personnel that represents only small truck mounted parking lot sweepers.
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.	a) State of Alabama Business License - required to manufacture and sell vehicles b) City of Huntsville, AL Business License- Required to do business in the City of Huntsville, AL c) State of Alabama Regulatory License - Alabama Department of Revenue Motor Vehicle Division requires this license to manufacture/sell motor vehicles.
		See attached documents.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Schwarze Industries as never been suspended or disbarred from participating with any agency.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 American Infrastructure Magazine Brand Survey Winner 2021 North American Power Sweeping Association - Gold Partner 2018 Operation Green Team Award Recipient	*
		Patent No. 10.711.416 Roadway Sweeper with multiple sweeping modes Patent No. 10.190.275 Pavement sweeper with conveyor lift-out drop-in system Patent No 9.783.942 Gutter broom position-control system	
19	What percentage of your sales are to the governmental sector in the past three years	72% of Schwarze's sales are to the government sector for the past three years.	*
20	What percentage of your sales are to the education sector in the past three years	1% of Schwarze's sales are to the education sector for the past three years.	*
21	contracts that you hold. What is the annual sales	HGAC - Average Sales Volume \$945,000.00 per year STS - \$1,000,000 per year Missouri DOT - \$503,330.00 per year	*
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?	Schwarze does not hold an GSA contracts or Standing Offer and Supply Arrangements.	*

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 *	
	Lawrence Hardy lawrence.hardy@delaware.gov	302-760-2505	*
City of Greenville See the attached Testimonial	Ben Carroll, Operations Manager	864-467-4345	*
County of San Joaquin See the attached Testimonial	Kevin Myose, Fleet Manager	209-468-3099	*

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 *	ISIZA At Transactions *	Dollar Volume Past Three Years *
City of Phoenix DOT	Government	Arizona - AZ	Provide both air and mechanical sweepers	11 units	\$3,372,911.00
City of Philadelphia	Government	Pennsylvania - PA	Provide mechanical sweepers	15 units	\$5,199,515.00
City of Edmonton	Government	AB - Alberta	Provide mechanical sweepers	8 units	\$2,771,688.00
New Jersey DOT	Government	New Jersey - NJ	Provide High Dump Sweepers	8 units	\$2,653,462.00
Delaware DOT	Government	Delaware - DE	Provide both air and mechanical sweepers	7 units	2,835,598.00

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.	The Schwarze Industries internal sales force is comprised of a Vice President of Sales and Marketing, Customer Service Manager, Sales Operation Manager, four sales support positions, four Regional Sales Managers broken down into geographic regions, and two Product Managers. Schwarze Industries also employs "In House" small product sales (parking lot sweepers) personnel that consist of one National Sales Manager, one Product Manager and four Sales Representatives.	*
		Schwarze dealers function as the outward facing sales arm of the Schwarze business. Schwarze dealers are contractually exclusive distributors of sweeper products.	
26	Dealer network or other distribution methods.	Schwarze's dealer network functions as the outward facing sales arm Schwarze business. Their dealers are contractually exclusive distributors of their sweeper products and are trained in the selling, servicing and maintenance of the Schwarze equipment. Each dealer is required to fulfill specific facility and department (service, sales, parts and marketing) requirements to ensure exceptional customer service.	*
		Each dealer employs two to eight sales people who actively call on prospective clients in their areas of responsibility. Each dealership is individually owned and operated. Schwarze dealers are specialists and the sales force concentrates in the specialized field of pavement cleaning equipment. See attached detailed Dealer Location Chart	
27	Service force.	Schwarze has an internal team dedicated to the success of their products sold both through their dealer network as well as through the direct sales force. This team includes three Service/Warranty Technicians that assist the customer both internally and if required, travel extensively worldwide in support of their products as challenges develop. Schwarze also maintains servicing dealers that all have services locations spread within their respective territories. Road service is offered in most locations within the contiguous US, Hawaii and Alaska. Schwarze built a training facility in Huntsville Alabama to train local dealer's service force with a Manufacturer's Service Certification Program. They also provide service school at this new facility for their customers on a quarterly basis. The service school program can be attended by any customer who can travel to their facility.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The Member or dealer will contact a DuCo team member (Contract Administrator) for initial information, contract questions and quotations. DuCo will provide the customer/dealer with a quotation meeting the Sourcewell Contract requirements, terms, and conditions. The member will issue a Purchase Order directly to Schwarze.	
		Schwarze will build the customer equipment, will ship the order to the local dealer for pre-delivery inspection and test. The local dealer will then deliver the unit, train the Member personnel and Schwarze will invoice the item/s to the Member. The dealer will receive the proceeds of the sale in their respective territory. This will encourage their contract participation.	*
		In the case where a dealer owns a stock unit that is to be sold to the member, DuCo will provide the Member a letter authorizing the dealer to receive the Purchase Order directly. This will allow accuracy in the required sales reporting when a dealer receives a PO directly.	
		MJ DuBois and the DuCo team will be the single source "quarterback" for the Sourcewell Contract sales and will also report the sales to Sourcewell as required.	
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.	Schwarze's Customer Service Team consists of both Schwarze employees as well as Schwarze's extensive dealer network with over 100 locations across North America. Schwarze dealers are expected to maintain adequate parts inventory to maintain the population of Schwarze Products in their contracted area of responsibility. The commonly stocked parts include wear items or common maintenance parts. Schwarze also maintains a large inventory of parts to support the customer and dealer network in the field. Schwarze also has a robust service parts shipping process. With over 95% "on time" shipping, Schwarze is an established service business designed to keep their customers up and running. As part of becoming a contracted dealer, Schwarze requires regular training of the parts and service personnel to ensure timely and accurate assistance in servicing Schwarze customers.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Schwarze currently sells throughout the United States and is willing to provide products, parts and service to all Sourcewell participating entities.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Schwarze currently sells throughout Canada and is willing to provide products, parts and service to all Canadian Sourcewell participating entities.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Schwarze expects to sell, service a support their products within all of the United States and Canada and does not anticipate any geographic area that will not be fully serviced.	*
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?	Schwarze expects to sell, service and support their products to all participating entities within all of the United States and Canada	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no restrictions in sales, service and support to Hawaii, Alaska and in US Territories other than the expense and time allowance for shipping. All quotations will show the extra costs involved prior to a Member issuing a Purchase Order.	*

Table 7: Marketing Plan

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.	Schwarze will train all of their internal and dealer's sales force with the assistance of DuCo, Contract Administrator, and make use of Sourcewell's available employees and extensive collection of vendor support materials. This will be accomplished both by group sales meetings and one-on-one virtual meetings. DuCo has been training dealerships and manufacturers in marketing and sales of Sourcewell Contracts for over 13 years with an abundance of success with many manufacturers.
		Schwarze takes an aggressive approach to marketing Sourcewell. Schwarze includes the Sourcewell Logos in their product brochures (see attached example), their advertising (on-line and paper publications), and on their website (see attached). Schwarze wants their customers to immediately know that they are a proud holder of this exclusive contract and have them know that they can take advantage of purchasing on this contract whether they are already a member or would like to become a member. Schwarze will also include Sourcewell graphic banners at trade shows to further market their participation. In order to further ensure that Schwarze is fully marketing the value of Sourcewell, they encourage Schwarze salespeople and their dealer sales representatives to attend regional Sourcewell training sessions as well as utilize their assigned Supplier Development Administrator to assist in answering questions for Members interested in learning more about the value of the Sourcewell procurement process.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to	Schwarze uses the following digital marketing techniques to enhance its marketing effectiveness.
	enhance marketing effectiveness.	Website Schwarze provides areas on its website where customers can answer their own questions or seek answers from Schwarze representatives by filling out a simple request form on its product pages (Conversion Optimization.) This information is then submitted to sales or service representatives and recorded in the company's CRM software. Schwarze also uses Google Analytics to analyze how users are finding the Schwarze website and how users behave once on the website to further increase Schwarze's marketing effectiveness.
		Search Engine Optimization Schwarze optimizes its online content in a way that search engines such as Google Search like to show the content as a top result for searches of a particular sweeper related keyword. Schwarze does this by regularly creating high-quality content for its website.
		Content Marketing Schwarze builds a strong relationship with its target audience by giving them high-quality content that is very relevant to them on a consistent basis. These articles are called Schwarze Stories and are published biweekly on their website and social media. Similar articles are also printed in industry related magazines on a monthly basis.
		Search Engine Marketing Schwarze bids for ad placement (via Google AdWords) in Google's search sponsored links (very top spot on the Google results page) when someone searches for a particular keyword that is related to their business offering. These ads will link to either the Schwarze website or Schwarze dealer website depending on the targeted audience or marketing campaign.
		Social Media Marketing Schwarze uses social media platforms to promote Schwarze products and services through both free and paid advertisement. Schwarze actively utilizes Facebook, Instagram, Twitter, LinkedIn and YouTube to increase brand recognition, improve customer loyalty and increase inbound traffic.
		Digital Display Advertising Schwarze uses display advertising formats (text, image or video banners) to target potential customers on various sweeper industry websites such as worldsweeper.com, betterroads.com and northamericansweeper.com.
		Email marketing Schwarze uses e-mail as a way to improve customer service and more quickly respond to specific needs or help requests. Schwarze uses email marketing to stay in front of customers and prospects who have said that they want to hear from us. Examples: Monthly parts sales/newsletter. Dealer sales product bulletins/white papers.
		Remarketing Schwarze targets customers who have already visited the Schwarze website, based on cookie technology. When people leave the Schwarze website, ads appear on other websites (via Google AdWords) they visit for the particular Schwarze products they have looked at.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP?	Sourcewell knows how to promote a contract! Schwarze believes that Sourcewell's marketing model works and that is demonstrated by the growth in Sourcewell Contract Sales.
	How will you integrate a Sourcewell-awarded contract into your sales process?	Representatives from Schwarze have met and know the Sourcewell employees that deal with Schwarze's existing contract. The basis of their longevity is service-related and Sourcewell is well aware of this concept. Schwarze's expectation is that of Sourcewell's continued existence at trade shows, Getting to Know You events and Sourcewell University events will continue as possible in the new COVID environment. Schwarze believes Sourcewell has stepped up to the plate in planning education and information Webinars when travel has not been available.
		Schwarze is firmly committed to the Sourcewell contract buying concept and is in agreement that it is the way of the future. Schwarze has created a session at their National Dealer Meetings dedicated solely to Sourcewell sales education and training. These sessions include how to properly sell using the Sourcewell contract, question and answer periods, and testimonials from dealers who have had great success. Schwarze has utilized the flexibility that Sourcewell contracts offer and it has become common knowledge for most of their dealers to lead the buying process with this contract. Schwarze has sent senior management representatives annually to the H2O Conference. Schwarze has also agreed to subsidize the contract fees to make the Sourcewell contract even more attractive to their respective dealer sales forces. Schwarze's contract sales have grown over the years and this is a testament of Sourcewell and Schwarze's commitment to the same goal; to offer the best products, service and quantity discounts in support of customers/members. Schwarze has established Breakout Sessions at their National Dealer Meetings where pricing strategy has been and will be a major topic. Schwarze has also developed a secure "Dealer Only" web site that contains the Sourcewell contract and contract pricing, fees and contract required terms and conditions.
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.	The products represented in this response do not lend themselves to E-Procurement. The sweepers are "made to order" and have an extreme amount of variables.

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.	Schwarze has a hearty operator and maintenance training program. Dealers will train at time of delivery at no cost to the Member. Dealers also will do follow up training for members beyond the initial delivery for an additional fee. For those who are look for a more in-depth Training Option, Schwarze has a successful (8 years' operating) Global Training Academy. Schwarze's state-of-the-art facility trains on average 10 to 12 students a month on Maintenance and operations of their products. Cost of the class is \$150. See attached training schedule.	*
	,	Schwarze will also provide operations and maintenance videos to Members when available.	_
40	Describe any technological advances that your proposed products or services offer.	With this new contract proposal, Schwarze is continuing to innovate for their customers. They follow a strict Voice of the Customer (VOC) product management structure. Based on customer current needs, Schwarze is offering 5 new products to Sourcewell members.	
		Two Non-CDL mechanical sweepers addresses customer request for units that do not require a specialized CDL operator to run.	
		Three new single engine design products eliminate the need for a secondary engine and reduces the dependency on third party service organizations to maintain additional equipment and increasing uptime capabilities.	
		CAN control system is utilized on all Schwarze commercial sweepers. This system eliminates over 200 connections and approximately 2500 feet of wire when building a sweeper. It allows for easy addition of options and system upgrades at any time in the machine lifetime. CAN technology conveniently gives operator and service technicians important vital on-board diagnostics for chassis and sweeper in an easy to view full color display. Some examples of this are sweeping hours, gutter broom hours, water pump hours, fuel consumption, percentage of load on engines, engine temperature, oil pressure, hydraulic temperature, and water tank level to name a few. Incorporated through the CAN system is full engine protection for automatic shutdown to prevent engine damage in case of an engine system failure. All CAN switches are color coded for easy identification and ease of use. Overall CAN technology is the now and the future of auto, truck, and machinery operating systems. Schwarze Industries has chosen to embrace this technology and utilize it to its maximum capabilities on their sweepers.	*
		Schwarze has just competed their new state of the art On-Line Parts/Service site. Located at shop.schwarze.com, customers can access: Wear Parts, Search by Model Have online access to parts and service manuals Access to How-to videos, model walk-arounds, operator and maintenance tips. Auxiliary Engine and Chassis resources 2D and 3D parts drawing assemblies	
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.	Schwarze's approach to sustainability is built around three dimensions: environmental responsibility, people and community, and governance and ethics. Within each dimension, Schwarze has identified specific material topics that help focus their efforts where they matter most. At Schwarze, their environmental responsibility covers both the efficient use of natural resources in their facilities and the development of new products with sustainability goals in mind. In their facilities, the primary areas of	
		focus are energy, emissions, water, and waste management, all guided by a corporate environmental policy. Below are our internal metrics for Sustainability	
		KEY METRIC - GOALS BY 2025 RENEWABLE ELECTRICITY - ABOVE 20% RENEWABLE ENERGY	
			*
		RECYCLED WASTE - ABOVE 85% RECYCLED WASTE	
		WATER USAGE - BELOW 1.00 CUBIC METERS/METRIC TONS SHIPPED	
		SCOPE 1 CO2 EMISSIONS - BELOW 0.25 METRIC TONS/METRIC TONS SHIPPED	
		SCOPE 2 CO2E EMISSIONS - BELOW 0.60 METRIC TONS/METRIC TONS SHIPPED	
		ENERGY - BELOW 6.00 GIGAJOULES/METRIC TONS SHIPPED	
		Schwarze also is heavily involved in partnering with their customers in Storm-water Management Education and outreach. They provide case studies, graphical wraps, and other educational materials as resources for municipalities to educate their citizens on the value of sweeping and the direct impact it has on our planet.	
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, lifecycle design (cradle-to-cradle), or other green/sustainability factors.	South Coast Air Quality Management District Certified (see attached) Certified Air Movement and Control Association for fan performance (see attached original cert 4/4/2000 and recertified 2019) ISO 9001-2015 Certified - Renewed certification in 2020 AQMD PM10 Certified	*
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	Most of the local dealers that will be involved in this process are SBE, MBE, WMBE or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. That actual percentage of SBE, MBE, WMBE or Veteran owned business information will be provided to the customer upon request prior to the order being placed.	
	documentation of certification (as applicable) in the document upload section of your response.	Schwarze is also utilizing a Small Woman Owned Business, DuCo, LLC, to administer any awarded Sourcewell Contract.	*
	,	Schwarze is committed to hiring Veterans and Persons with disabilities in their hiring practices. They have many veterans currently employed. Schwarze partners with Veteran organizations when recruiting for all positions.	

44	company, your products, or your services	With the most diverse product offering in the sweeping industry, Schwarze Industries provides a consultative approach to guiding Sourcewell Members to find the right equipment to meet their needs. With over 100 dealer locations across North America, employing over 800 Sales and Service personnel, Schwarze has built a sales and service network fully capable of addressing a Sourcewell Member's sweeping equipment needs. With 50 years in business and a member of the Alamo Group, Schwarze has forged strong partnerships with brands such as Freightliner, Cummins, Isuzu, John Deere, and many more in order to maximize the service strength to their customers.	
		Schwarze also offer Industry leading warranties such as:	*
		Schwarze stainless steel hoppers with lifetime warranty shall be warranted against rust perforation and corrosion perforation for the 'LIFETIME" of the sweeper of the ownership period of the original owner. This warranty is non-transferable.	
		Schwarze warranties hydraulic valves and motors for a period of two years and hydraulic pumps and fittings for five years. This warranty applies to the original owner only and is non-transferable.	
		State of the art online parts and service support referenced above in question 40.	

Table 9: Warranty

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 Iten	n Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Schwarze warrants their equipment be free of defects in material and workmanship for one year or 1200 usage hours after purchase. Schwarze also warrants new parts be free from defects in material and workmanship for 90 days after purchase. Schwarze covers the repair or replacement of defective parts in both scenarios.	
		Schwarze stainless steel hoppers come with a lifetime warranty. They are warranted against rust perforation and corrosion perforation for the 'LIFETIME' of the sweeper of the ownership period of the original owner, of which LIFETIME WARRANTY must be acknowledged on the original sales order. Warranty repairs must be made by Schwarze Industries or authorized agents. This warranty is non-transferable.	
		Schwarze warranties hydraulic valves and motors for a period of 2 years and hydraulic pumps and fittings for 5 years. These warranties are subject to maintenance requirements and annual inspections by a Schwarze authorized agent/dealer. This warranty applies to the original owner only and is non-transferable.	
		All Schwarze Single Engine Sweepers warranty the VPD (single engine drive device) for a period of three years with unlimited hours of use.	*
		All labor on pre-authorized warranty items is covered under Schwarze's warranty.	
		Schwarze is committed to providing parts for warranty claims within 48 hours of the claim being filed.	
		There are longer warranty coverage periods for units mounted on commercial chassis. That coverage, for example, would come from the chassis manufacturer and carries a three year standard warranty. Also, some Schwarze models utilize John Deere auxiliary engines that have a two year coverage period. Each OEM component would be covered by their own warranty.	
		Extended multiple year warranties are available to purchase at a "pass through" price for these OEM components when the original purchase of the machine is made.	
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The above warranty information states 1200 usage hours. If beyond the 1200 hour standard warranty, warranty would be negotiated.	*
		Each component's warranty will carry the original equipment manufacturers warranty.	
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The warranty coverage will be reviewed on a case-by-case basis with the customers dedicated Warranty Specialist. Travel time and mileage may be considered to be covered under warranty. Typically, the customer is expected to take the unit in to a local dealer to perform warranty repairs.	*
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?	Every geographic region of the United States and Canada will be covered by either local dealer's certified technicians or Schwarze will provide each customer specialized assistance for warranty repairs. Each Member not accessible to a local dealer will have to contact Schwarze's dedicated warranty specialists, communicate the issue of concern and receive a written Statement of Warranty work from their Warranty Specialist. If the customer is comfortable with working on the unit with the written permission from Schwarze, they will be shipped parts at no cost, return any defective parts required (at no cost) and will be issued a labor credit at the current dealer warranty labor rate that they may use to purchase replacement parts in the future.	*
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?	Schwarze will not cover warranty service for items made by other manufacturers that are part of this proposal. The warranties are issued and serviced by authorized OEM dealers throughout the United States and Canada.	*
	equipment manufacturer:	Examples of these OEM's would consist of John Deere, Cummins, and Freightliner. If any member should have trouble with this arrangement, Schwarze will help the Member facilitate the utilization of these OEM warranties.	
50	What are your proposed exchange and return programs and policies?	Because each unit is built to order, there is no set exchange or return policies.	*
51	Describe any service contract options for the items included in your proposal.	Customers that outsource their warranty, service or repair work on their equipment may contact the local servicing dealer. Each dealer is independently owned and employ dedicated parts and service personnel.	
		Schwarze dealers have been specifically chosen to represent products based on their sustained financial stability, ability to provide superior product support both before and after the sale. It is important to Schwarze that all of their dealers develope a strong trust and commitment with their local customers. All Schwarze dealers have their own in-house maintenance facilities along with road-side mobile service repair. Each local dealer will have the capability to provide service contracts and do so regularly. These service contracts are dictated by case by case customer relationships. Schwarze does not offer service contract options directly to their customers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
52		Payment terms are net 30 days unless otherwise arranged prior to purchase on a case-by-case basis. Payments for units can be paid for my check, wire transfer or Automated Clearing House transfer (AHC). P- **Cards can be used to purchase parts only.
	Describe any leasing or financing options available for use by educational or governmental entities.	Schwarze does utilize municipal and non-profit leasing through third party vendors if there is Member interest. Schwarze does not quote rates or terms for leasing, however it should be known to Members that we have this service available to them. Schwarze will work with other Sourcewell Awarded Vendors (NCL) or any leasing agency of the Member's choice.
	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.	See the attached sample Sourcewell Quote.
	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?	Schwarze will accept the P-card or credit cards for all Members with no fees for parts. * P-card will not be available for sweeper units.

Table 11: Pricing and Delivery

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 *	
56	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.	It is Schwarze's intent to offer a percentage discount from the manufacturer list price to the Sourcewell Members on all of the items being proposed in this offer. Schwarze's discount will be based on a percentage off of the profit-making base model portion of this award. Schwarze mounts their products on commercial truck chassis. In order to provide the customer with convenience and the best pricing available, Schwarze will provide the truck chassis with no profit associated or at a Pass-Through price. This gives the Members the ability to utilize quantity discounts that are offered by the chassis manufacturers to the body manufacturers. Schwarze purchases chassis with substantial quantity discounts. Schwarze will also allow the customer to supply their own chassis in which to mount the body.	*
57	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.	Schwarze is proposing a 5% discount from the base model list price for all of their sweeper products. Schwarze is proposing a 3% discount and free shipping for parts and accessories over \$12,000. on a single order. Members will receive these special discounts after issuing a Purchase Order for parts only with their Soucewell Member number.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Schwarze will offer additional discounts for volume purchases. There will be an additional 2% discount off the base unit discounted price for a single Purchase Order for 4 or more units. At this time, Schwarze does not offer any rebate programs.	*
59	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.	It is Schwarze's intention to cover all items available on their commercial price lists. Schwarze does realize, from time to time, there may be individual requirements that will not be listed. Schwarze will provide any items "specific" to Sourcewell Members needs that they are able to. The pricing for such items will be cost plus 20%. Prior to accepting an order with Open Market items from a Sourcewell Member, Schwarze will discuss the availability of a specific request and price the item. Any documentation of cost that Schwarze can provide for these items will be presented on an individual basis when requested.	*

60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional	There are several costs not included in the pricing submitted in this proposal. These costs are listed below:
	charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight and Delivery: Freight costs will be pre-paid and added to the Members Quote and Invoice. Small items will be, in most cases, delivered by UPS. Other freight carriers may be utilized in shipments, i.e. Federal Express, DHL and common carrier for truck freight. The actual cost of shipment will be passed through to the customer. Schwarze will not mark up this item for profit. Minimal handling fees may be added where special packaging is required. The Member will be notified of these charges if applicable prior to order placement.
		Federal Excise Tax: Schwarze is required by law to collect Federal Excise Tax on any truck mounted unit rated above 33,000 GVW. This tax will be added to the customer invoice as a separate line item. Schwarze will pay this tax directly to the Internal Revenue Service. The rate of tax is calculated at 12%. Most municipal and non-profit entities are exempt from this tax. If Schwarze is provided a Federal Excise Tax Exemption Certificate, they will not be required to collect this tax.
		Mounting Fee: This fee is charged to the customer when ordering a truck mounted unit. Mounting fees cover the cost of the mounting of the body on the desired truck chassis.
		Federally Mandated Items: The cost of any federally mandated items will be passed on to the Member. Schwarze pricing includes any federally mandated items that are mandated at the time of this proposal. Should there be a Federal Mandate after the date of this proposal, any cost incurred to meet the requirements of this mandate will be passed on to the member. Any costs applicable will be provided to the Member prior to any Purchase Order being issued. This fee would typically be charged to meet any future EPA standards that may arise. An example of such costs would be in meeting Federal Emission Standards.
		Local Dealer Pre-Delivery Inspection, On Site Training, and Local Delivery Fees: These costs are charged by local dealers to inspect, test, in service the unit, local extended delivery and follow up training. These costs are a pass through cost to the member from the local dealer.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All freight charges are pre-paid and added to the Member quotation for convenience. Members always have the choice of picking up the units at the factory or retain a 3rd party of their choice to deliver the equipment. The freight charges are at a pass-through price. Schwarze has negotiated quantity-discounted shipping rates and will pass those discounts on to the Members.
		Most offered items are custom built to customer specification. Anticipated delivery of items ordered on a stock chassis or customer supplied chassis is expected to be 45-90 days after receipt of order or customer chassis. Anticipated delivery of an item ordered on a "special order" chassis is expected to be 120-180 days after receipt of order; however, this time can vary greatly depending upon chassis manufacturer back log.
		Delivery of truck mounted units will be pre-paid and added to Member Quotation and Invoice. Both "Drive-A-Way" service and common carrier service will be used.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The shipping and delivery charges for Canada, Alaska and Hawaii and any other off shore location are the same as the previously stated delivery programs for the contiguous US. The shipping charges to the port location will be calculated in the same manner.
		If the customer wishes that Schwarze deliver via ocean transport, Schwarze will pass on the negotiated shipping rates that they will pay to the ocean transport carrier to the Member. It has been their experience that the customers in these locations usually have their own negotiated rates with shipping carriers. If this is the case, Schwarze will provide the customer shipping to their desired port and provide the customer with the appropriate documentation required. Schwarze strives to provide the equipment as customer specified and to their satisfaction upon delivery.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As stated above, Schwarze does pass on negotiated, competitively bid freight pricing to their customers.
		Most of the Schwarze Dealers do have units in stock and Member's can purchase those units to enhance delivery times and in some cases better prices for any previous year's inventory.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64		Schwarze fully recognizes the value of the national Sourcewell Contract and as such gives the best discounts available to Sourcewell Members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	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,	Due to the unique nature of this proposed contract representation, Schwarze builds in an automatic audit process.	
	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.	DuCo, LLC, being the proposed Contract Administrator and single source for Sourcewell quotations, allows for this self-audit process. Schwarze will not have to rely on multiple reports from individual dealerships for an accurate accounting of sales. DuCo will have the ability to account for every sale at time of order. There is no after-the-fact gathering of information. DuCo prepares the quotation for each Member under the Contract guidelines. Every Sourcewell Member quotation delineates the Sourcewell Contract Number. When a Purchase Order is received, Schwarze will require the Purchase Order to reference the contract number. This process makes it clear for all personnel to recognize that it is a Sourcewell contract sale. The sale, when received, is booked and accounted for on the Sourcewell sales spreadsheet. This makes the end of quarter reporting complete at the actual end of quarter.	*
		As a secondary check, when Schwarze receives a payment for a unit, Schwarze will verify the contract used in its purchase. This ensures the correct accounting for the sale on a second level.	
66	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.	Schwarze values the ability to service Sourcewell Members with their products. In order for Schwarze to ensure they are providing a product that Sourcewell Members want, they will be evaluating the sales, Quarterly and Annually, to ensure growth. Schwarze will respond accordingly to specific regional performance through Dealer Training as well as participation in Sourcewell training classes.	
		As a member of the Alamo Group, Schwarze is expected to increase their sales each year. Schwarze operates with an annual marketing plan to ensure that they maximize their outreach to potential customers, including Sourcewell Members in order to achieve their goal. It is Schwarze's goal to not only increase its company sales to Sourcewell Members each year but increase their market share within the sweeper products offered to Sourcewell Members. If they are able to see measured increase in Sourcewell market share when compared to other companies in their product category, they feel this is a strong measurement of success with the Sourcewell Contract.	*
67	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.)	Schwarze proposes an administrative fee of 1%. The fee will be calculated on the Member price less Chassis cost, sales tax (if applicable), and dealer prep/delivery fees.	*

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your	Regenerative Air Sweeper Machines
	proposal.	A4 Storm - 4.5 Cubic Yard Non-CDL regenerative air road sweeping truck. Ideal for small areas in cities and towns. Very maneuverable in tight quarters yet very powerful.
		A7 Tornado Twin engine or Single engine8.4 Cubic Yard Large Multi- Purpose Regenerative Air Sweeper. Ideal for roads and highways picking up large amounts of debris. Helps cities and contractors meet the EPA's MS4 requirements to mitigate storm water runoff. Easy to maintain, yet powerful enough for the most demanding applications.
		A7 Zephyr -8.4 Cubic Yard Regenerative Air Runway Sweeper. The Zephyr is the choice for runways and airfields. With sweeping speed capability of up to 25 mph, the Zephyr is designed to cover a large amount of surface quickly. This is very important to the aviation industry (commercial and military) so as to rapidly remove debris that could cause FOD Foreign Object Damage to Aircraft. FOD is the single largest controllable cause of damage to Aircraft on runways.
		A8 Twister Twin Engine or Single Engine -6 Cubic Yard High Dump Regenerative Air sweeper. The Twister Incorporates all of the powerful road cleaning features of the A7 Tornado with a High Dump Hopper. The Stainless steel Hopper Has dump height range of 2' to 12' high. This is convenient for dumping accumulated debris directly into waste hauling trucks or containers.
		A9 Monsoon Twin Engine or Single Engine - 9.6 Cubic Yard Regenerative Air Street Sweeper. Largest payload in the regenerative air sweeping industry. This means more time on the job before dumping. Not only is the hopper larger but so are the debris screens in the hopper. More sweeping time before clean-outs, and steady performance throughout the entire loading process. Ideal for long stretches of roadway that need to be cleaned.
		Pure Vacuum Sweeper
		Hypervac Pure Vacuum road sweeper - 8.4 Cubic Yard Pure Vacuum sweeper. The Hypervac uses massive power of the A series sweepers in the vacuum design of the Hypervac, however instead of the air being re-circulated, the air is essentially scrubbed free of dirt and debris before being exhausted into the Atmosphere. This machine uses as many as 5 brushes as once to clean the road surface. This application process conforms to any irregular surface conditions leaving roadway clean and debris free. The 5 brush design is revolutionary in the pure vacuum market and is only a

Schwarze product

Mechanical Sweepers

M4 Cascade Mechanical Broom Sweeper - 4 Cubic Yard Mechanical Broom Sweeper. The M4 Cascade leads the way in compact heavy debris sweeping. Non- CDL in design, this machine is ideal for removing bulky debris from construction sites. The small cab over chassis configuration makes the M4 highly maneuverable for sweeping tight congested areas. High dump capability, up to ten feet, enables on site dumping into containers or mobile trucks for waste containment. Over all the M4 fills many needs for smaller contractors and governments that have the need for heavy sweeping.

M5 Torrent Mechanical Broom Sweeper - 4.5 cubic yard Mechanical Broom Sweeper. The M5 Torrent incorporates all of the features of the compact M4 cascade into a slightly larger footprint. Designed with a larger stainless steel 4.5 cu/yd Hopper, the Torrent is built on a heavier GVWR Chassis. This allows for larger loads and chassis that can withstand the rigors of long highway travel in between jobs. The M5 remains Non-CDL, staying under the 26,000 lb threshold.

M6 Avalanche Mechanical Broom Sweeper Twin engine or Single engine - 5 Cubic Yard Mechanical Broom Sweeper. The M6 Avalanche is the pinnacle of large debris commercial mechanical sweepers. The rugged design is meant for the most demanding of sweeping scenarios. Routinely used by paving contractors behind milling machines as well as tar and chip operations, the M6 Avalanche has the power to meet these needs. A fully integrated CAN operation system allows for memory presets "Six Sense" for on the fly quick adjustments to the sweeper for matching ever changing debris and road surface conditions.

Parking Lot Sweepers

Super Vac Gale force - 4.5 Cubic Yard Parking Area Sweeper. The Gale Force Is the most powerful parking lot sweeper on the market. With a 74hp auxiliary engine dedicated to sweeping functions, and 39 inch diameter gutter broom the Gale Force cleans up quickly and efficiently. Built for The most demanding parking lot sweeping contractors, the Gale Force is built to do the job day in day out. A standard stainless steel hopper is meant to last a lifetime with easy cleaning.

Super Vac Vortex - 4.5 Cubic Yard Parking Area Sweeper. The Vortex maintains the generous capacities of the Gale Force, but with a smaller power plant to meet the needs of the smaller sweeping contractors. Standard Stainless steel hopper, 93 gallon dust suppression system, and vertical steel digger type gutter brooms ensure the Vortex is ready to meet the challenges of parking lot sweeping.

Super Updraft - 3 cubic yard Low Profile Parking Lot Area Sweeper. The Super Updraft provides the unrivaled performance of Schwarze parking lot sweepers in a low profile format. By using a pick up truck chassis and a smaller 3 culyd hopper, the Super Updraft can sweep in areas with vertical overhead clearance limits. This specifically is in regard to parking garages. No Matter where, the Super Updraft will effortlessly keep these areas clean.

Updraft - -2 Cubic Yard low profile parking area sweeper. This light weight, low profile sweeper is ideal for parking areas with delicate surfaces. The poly wafer gutter broom will not mark surfaces such a decorative brick and pavers. Built with a stainless steel hopper, the Updraft is built to last. Ideal for Colleges, Universities, and beautified downtown areas.

Super Vac Aero - 2 Cubic Yard Portable Slide in/ Tow Behind Trailer sweeper. The Aero is an ideal machine to be kept on site for quick cleanups post event. Sports Arenas, Concert venues, and public Parks can utilize the Aero with great efficacy. Additionally The Aero has the ability to blast air off to the side of the machine where blowing off debris is a better option.

Road and Asphalt Repair Patchers

Road Patcher - 6.5 Cubic Yard Truck Mounted Road Patcher. The truck Mounted road patcher is a one person operation. With a fully automated hydraulic boom the Road Patcher makes fixing pot holes quick and easy. The machine uses air, aggregate (stone) and emulsion (tar) to clean, prep and fill the pot hole or deviation in the road surface. The truck mounted road patcher keeps the operator off the street and safely inside the cab of the truck.

- 2 Cubic Foot Spray Patcher tow behind Street Max. This tow behind machine is fed aggregate from a standard dump body that is towing it. This allows for Multiple repairs with a trailer-able unit that is not limited by capacity due to the fed by dump design.
- -2 Cubic Yard Spray Patcher tow behind Road King. Road King is a fully self contained tow behind spray patcher with a 2 cu/yd aggregate capacity. The Road King is ideal for those who do not want to dedicate a full time vehicle to road patching operations.

Demonstration equipment, dealer stock and used equipment is also being offered within this response.

Wear parts are being offered to Sourcewell Members with a 3% discount when purchasing parts in excess of \$12,000.00. This offer also come with free shipping via Schwarze delivery platform.

Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.] Regenerative Air Street Sweepers- CDL
Regenerative Air Street Sweepers- Non CDL
Mechanical Street Sweepers- CDL
Mechanical Street Sweepers-Non CDL
Pure Vacuum Street Sweepers
Parking Lot Sweepers
High Speed Runway Sweepers
Pothole Patching Equipment

Bid Number: RFP 093021

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	
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	© Yes	Schwarze offers many types of units in this category (from 2 yard debris hoppers to the industries largest, 9 yard debris hopper as well as two different types of vacuum systems in each of the size categories. Schwarze offers three different types of mechanical broom sweepers. In order to meet individual Member requirements, there are three different types of fuel platforms (gas, diesel or CNG), as well as single engine or twin engine technologies.	*
71	Runway sweeping and cleaning equipment	© Yes ○ No	Schwarze offers the same variety of Runway sweepers as listed in the above street sweepers.	*
72	Litter, trash, and debris vacuums	© Yes ○ No	Schwarze sweepers have optional vacuum hoses on their varied size sweepers for the purpose of litter, trash and debris removal.	*
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	© Yes ○ No	Schwarze is offering wear parts in this response with a 3% Discount	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. 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 Schwarze Sourcewell PRICE LIST 09_30_2021.zip Wednesday September 22, 2021 09:28:08
 - Financial Strength and Stability Financial Str and Licenses.zip Thursday September 16, 2021 10:47:24
 - Marketing Plan/Samples Brochures Ads Website.zip Thursday September 16, 2021 10:47:46
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information Training and Dealer Network.zip Thursday September 16, 2021 10:48:38
 - Standard Transaction Document Samples SAMPLE SOURCEWELL QUOTE TO MEMBER.pdf Thursday September 16, 2021 10:50:01
 - <u>Upload Additional Document</u> RepLetter Ref Letter Certs.zip Thursday September 16, 2021 10:50:33

Addenda, Terms and Conditions

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:
 - 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.

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.

DocuSign Envelope ID: 12401640-D042-4FC8-A891-F9F54085B82E

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	区	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	™	2



Schwarze #093021-SWZ

Pricing for contract #093021-SWZ offers Sourcewell participating agencies the following discounts:

- 3-5% discount off list price
- In addition to the discount off MSRP, Sourcewell participating entities can also qualify for a volume discount of up to 2% applicable to order size.

REQUEST FOR COUNCIL ACTION



Date Action Requested: July 21, 2025

Order □ Ordinance □ Resolution ⊠ Motion □ No. 2025-3981	Information □ Proclamation □	
Subject: Authorizing the City Manager to purchase one (1) Envirosight Rovver CCTV Pipe Inspection System and Vehicle from True North Environmental Equipment Company in the amount of \$396,634.03	Staff: Russ Thomas Department: Public Works	
Business Session	Order On Agenda: Consent	
Hearing Type: Administrative		

Is this item state mandated? Yes \square No \square

If yes, please cite the state house bill or order that necessitated this action:

Recommendation: Adopt Resolution No. 2025-3981 authorizing the City Manager to approve the purchase of one (1) Envirosight Rovver CCTV Pipe Inspection System and Vehicle from True North Equipment Company in the amount of \$396,634.03

Executive Summary:

The city currently has a 12-year-old 2013 CUES CCTV Televised Inspection System mounted on a 2014 Ford F-450 chassis. The existing CUES Televised Inspection System is used daily to perform visual inspection of the interior of the 90 miles of wastewater collection system mainline piping, 38 miles of wastewater service laterals, 1,850 Wastewater manholes, 77 miles of stormwater piping and culverts, and 1,220 stormwater manholes. The 12-year-old CUES CCTV Televised Video Inspection System has reached a point of becoming technologically obsolete. The system is not capable of internal video inspections of wastewater service laterals from the mainlines without the addition of a lateral launch camera, and the current computer system and inspection software is not compatible with current city software programs, only allowing video review by one individual at a time using the CCTV truck system, will not support the upgrade to the Windows 11 environment, or the integration of new AI based video inspection technologies or software systems.

An upgrade of the current CUES system, including updated computer and software compatible with city systems and Artificial Intelligence (AI) video inspection technology, and a lateral launch camera would require complete replacement of the CCTV system at a cost equal to other manufacturers' new CCTV video inspection systems. The current 2014 Ford F450 chassis and onboard generator was custom fitted for the CUES System. Retrofitting of the 2014 Ford F450 chassis and body to fit the new Envirosight CCTV system would cost as much as a new vehicle chassis and would eliminate any recoverable value of the sale of the 2014 CUES CCTV inspection system when replaced.

Due to upgrade costs of the CUES system equaling the cost of other manufactures new systems, Public Works Maintenance staff reviewed, inspected, and brought in other manufactures wastewater CCTV video

inspections systems to demonstrate their ability to best meet the wastewater and stormwater CCTV video inspection needs and requirements of the City of Newberg, and selected the Envirosight Rovver CCTV Pipe Inspection System as the most cost effective system that met our requirements.

The Envirosight Rovver CCTV Pipe Inspection System provides the combination of both a mainline inspection camera and crawler, capable of providing video inspection of pipes up to 80" in diameter, and to launch the camera into service laterals for a distance up to 140 feet from the mainline to perform video inspections of the lateral pipe conditions. The Envirosight Rovver CCTV Pipe Inspection System is fully compatible with city software, can integrate with all current software, meets current technology requirements, including AI video inspection software, Windows 11, and the current ESRI GIS mapping and Cartegraph asset management systems. AI CCTV inspection system software with human oversite and review will increase inspection reporting accuracy, video and data capture, and reduce inspection times by over 50%, increasing the inspection crews' effectiveness and efficiency.

The City is continuing a multi-year Inflow and Infiltration (I&I) identification and removal program that the CCTV Video Inspection system is an integral part of. Sections of the wastewater collection system are over 100 years old, some of which have never been inspected, including service laterals in the Public Right of Way (PROW) due to the limitations of the past and current systems. Flows into the wastewater collection system during the wet weather months can increase up to 5 times the normal dry weather flows, increasing operational costs for the wastewater treatment facility. Review and renewal of the city's current National Pollution Discharge Elimination System (NPDES) Permit is anticipated within the next year, and a program to inspect, identify, locate and remove sources of I&I in the wastewater collection system, is a required component of the new permits. The Envirosight Rovver CCTV Pipe Inspection System will enable the city to be able to meet these requirements.

Fiscal Impact:

Funding for the replacement of the 2013 CUES CCTV pipe inspection system at a cost of \$396,634.03, which is an anticipated and scheduled equipment replacement, is included in the approved FY2025-2027 budget. When replaced, the current CUES CCTV system and vehicle will be sold to recover the maximin value and reduce overall replacement costs.

Council Goals:

Goal 1 – Exceptional Customer Service:

Up to date CCTV internal pipe video inspection systems with a lateral launch camera, can provide property owners information on their service lateral pipe condition, potential blockages, pending failure, or prevent, unnecessary replacements that is discovered during normal mainline inspection activities. The internal pipe CCTV inspection equipment is also used to investigate citizen reported problems with Wastewater or Storm issues that is used to plan cost effective maintenance, repairs, or replacements, to prevent blockages, backups, or flooding that can damage homes, businesses, or other private properties.

Goal 3 – Enhance Community Safety:

Maintaining an effecting internal pipe inspection program of both wastewater and storm pipes helps reduce and prevent pipe failures or system blockages that can cause road failures, sewage backups into

homes and businesses, system spills, area flooding, and other potential problems that can expose property owners and citizens to health and safety hazards associated with sewage spills and area flooding issues.

Goal 5 – Implement a Careful and Prudent Fiscal Policy:

An internal video pipe inspection program that provides current and accurate information on internal pipe conditions is critical in the development of needed pipe replacement projects that can be planned and budgeted in the most cost-effective manner. Routine and scheduled internal pipe inspections can discover potential issues that can be remedied prior to costly emergency repairs or premature pipe failures, and the associated additional costs of damage due to blockages and system backups. Information collected through CCTV inspection is used to locate and eliminate groundwater Inflow and Infiltration (I & I) into the wastewater collection system, reducing additional treatment costs due to groundwater.

RESOLUTION No. 2025-3981



A Resolution Authorizing the City Manager to purchase one (1) Envirosight Rovver CCTV Pipe Inspection System and Vehicle from True North Equipment Company in the amount of \$396,634.03

Recitals:

- 1. The City of Newberg has operated its own truck mounted video inspection system to inspect the over 90 miles of wastewater lines and 72 miles of storm lines and culverts within Newberg city limits since the original system was purchased in 1977.
- 2. The existing 12-year-old CUES CCTV Televised Inspection System has reached a point of becoming technologically obsolete, the inspection software is not compatible with current city software programs, will not support the upgrade to the Windows 11 environment, or the integration of new AI based video inspection technologies or software systems.
- 3. The City of Newberg entered into an Interagency Cooperative Purchasing Agreement with Sourcewell (formally the National Joint Powers Alliance -NJPA) effective March 20, 2012. The Sourcewell cooperative agreement complies with the State of Oregon Public Contracts and Purchasing Rules per ORS Chapter 279A and the City of Newberg Municipal Code Chapter 3.25 regarding Public Contracts and Purchasing.
- 4. The agreement with Sourcewell provides for competitive state bid prices to purchase items such as the Envirosight Rovver CCTV Pipe Inspection System. The City of Newberg received the Sourcewell competitive bid from True North Environmental Equipment Company, in the amount of \$396,634.03. Funding for this purchase is in the approved FY 2025-2027 budget.

The City of Newberg Resolves as Follows:

- 1. The City of Newberg entered into an Interagency Cooperative Purchasing Agreement with Sourcewell (formally the National Joint Powers Alliance NJPA) effective March 20, 2012. The Sourcewell cooperative agreement complies with the State of Oregon Public Contracts and Purchasing Rules per ORS Chapter 279A and the City of Newberg Municipal Code Chapter 3.25 regarding Public Contracts and Purchasing.
- 2. Sourcewell developed specifications and documents for a request for proposals (RFP) for Underground Infrastructure Inspection Equipment, solicited bids, and awarded Best Equipment Company Inc. (Envirosight, LLC) a purchase contract for Underground Infrastructure Inspection Equipment.
- 3. True North Environmental Equipment is the authorized Envirosight, LLC local manufacturer's representative, providing a purchase quote of \$396,634.03 for one (1) Envirosight Rovver CCTV Pipe Inspection System.

Rovver CCTV Pipe Inspe	ection System from True North Environmental Equipment.	
Effective Date of this resolution is the day after the adoption date, which is: July 22, 2025. Adopted by the City Council of Newberg, Oregon, this 21st day of July, 2025.		
Rachel Thomas, City Recorder		
Attest by the Mayor this	_ day of, 2025.	
Bill Rosacker, Mayor		

4. The city manager is authorized and empowered to sign all necessary documents, do all necessary acts, and enter into all necessary contracts or agreements for the purchase of one (1) Envirosight



CONTRACT PRICING WORKSHEET

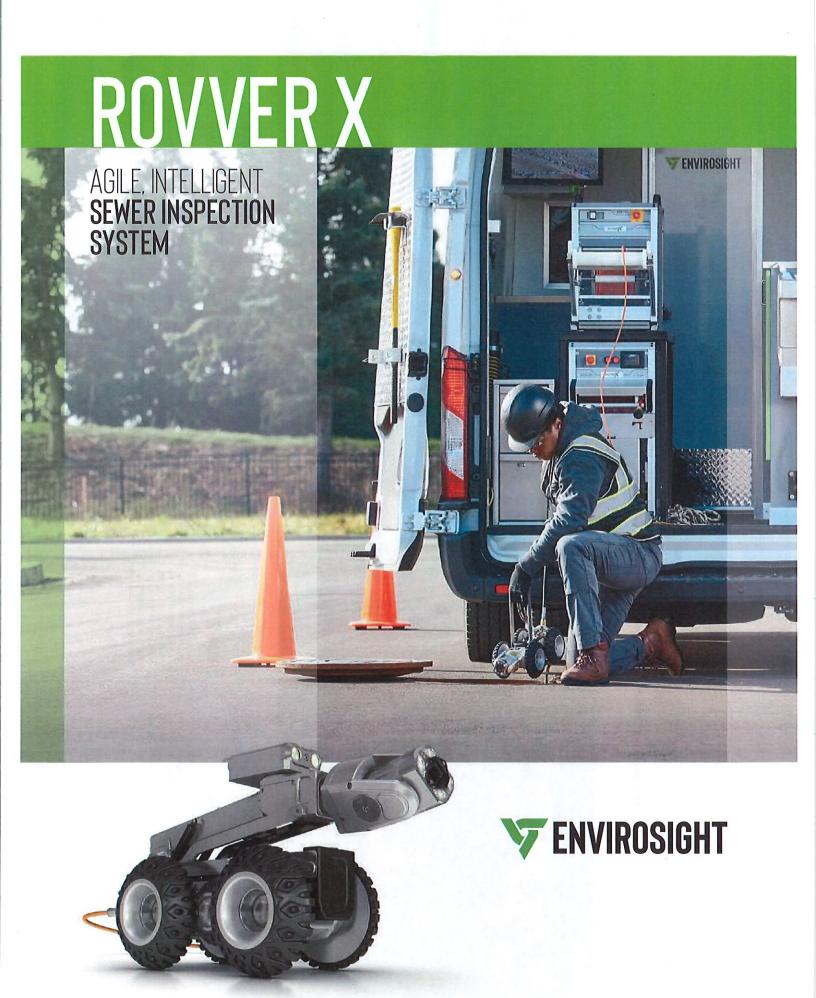
Contract No.: 120721-EVS

Buying Agency	City of Newberg	Sales Partner	True North Equipment	
Contact Person	Carl Ramseyer	Contact Person	Jim Brown	
Phone	503-537-1147	Phone	503-319-8488	
Fax		Fax	503-848-0848	
Email	carl.ramseyer@newbergoregon.gov	Email	jbrown@truenorthenviro.com	

		ons - Attach additional sheet if necessary		
QTY	Part Number	Description	LIST PRICE	Contract PRICE
1	E-RX-SYS-SAT-Combo-HDL	Combination HD RX Mainline and HD SATII System-Includes HD DCX5000 Desktop Controller with CCU1, HD RXSATII QCD 140 Crawler, HD PTP50 SAT Pan & Tilt Camera, AC40 SAT Axial Camera, RAXSAT Cable Reel w/ 300m cable and 45m SAT push cable, HD RAX300 Mainline Cable Reel w/300m and mounting frame, HD RX130 Crawler QCD w/built integrated lift, HD RCX90 Color Pan, Tilt, and Zoom Camera, Double Bottom Manhole Roller, Guide Pipes for 10' through 36", Connection Cables, Pressurization Kit, Allen Wrenches, Rubber Wheels for 6", 8", and 12" pipe standard.	\$ 243,425.00	\$ 231,253.75
1	E-559-3900-03	LED Auxiliary Light with Backeye Camera for ROVVER X 130	\$ 5,628.20	\$ 5,346.79
4	E-080-0711-00	Medium (M) Quick-Change Aggressive (Carbide) Wheel		\$ 2,722.20
4	E -080-0710-00	Large Aggressive Wheel QC		\$ 2,805.96
4	E-080-0704-02	XXL Quick-Change Rubber Wheel Top Manhole Cable Roller; Aluminum frame and rubber wheel		\$ 2,554.68
1	E-000-0035-00	with bearings, protects cable from manhole top cover edge and reduces friction to improve crawler performance Tyger® Tail 2" for manhole bottom cable protection; 2 Inch		\$ 487.92
1	E-000-0036-00	diameter rubber sleeve to protect cable from manhole bottom pipe entry.		\$ 91.49
1	E-512-0901-00-SP	Retermination Kit		\$ 1,524.75
1	Upfit	Upfit Pricing Carried Over from Upfit Page		\$ 78,365.08

			Subtotal Contract Items	\$ 249,053.20	\$ 325,152.62
Sourced	I / Non Contract Items				
QTY	Part Number	Des	Description		COST
1	Ford E-450	2025 Ford E-450 w/14ft Box			\$69,955.00
1	Market Adjustment	Market Adjustment			\$ (8,273.59)
2	Training	Two days training for Envirosight equipment on site		N/C	N/C
			Subtotal Sourced Items		\$61,681.41
			Freight Surcharge		\$ 2,000.00
			Transport-Build Center to Hillsboro		\$ 6,550.00
			Freight		\$ 1,250.00
			Total Sourcewell Purchase Quote		\$ 396,634.03

NOTE: TheEnvirosight equipment may be subject to a tariff charge. Charge is calculated at time of invoice.



GAIN DEEPER INSIGHT

insight you need to make critical maintenance decisions. It

With unmatched power and agility, ROVVER X delivers the

When you open a manhole, be ready to get the full picture.

V-BIVISOSIGIT offers industry-leading productivity with a simple interface, advanced capabilities and support for digital workflows.



SIMPLE

Cut out complexity for your crew with technology that's easy to support team, and a regional service network that delivers learn and use, a responsive rapid turnaround.



RELIABLE

Stay on schedule and within budget with ROVVER X's industryendure punishment, its intuitive design lets you perform routine maintenance right in the field. ownership. Not only is it built to low downtime and cost-of-



ADAPTABLE

condition. And when the job calls for specialized capabilities, easily add lateral launch, laser profiling, side scanning and more. Tackle any inspection challenge. ROVVER X accessories and wheels swap in seconds to fit any pipe size, material and



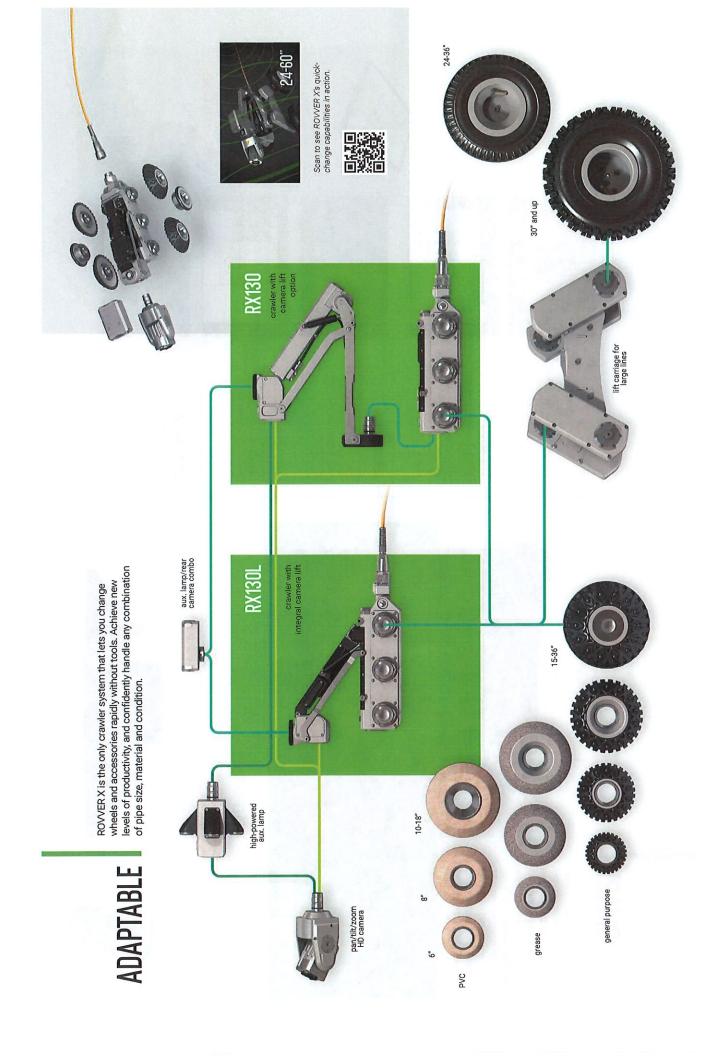
AGILE

sensors helps you avoid hazards. ROVVER X avoids obstructions Power past obstacles that sideline other crawlers. With offsets. An array of onboard and climbs over debris and steerable six-wheel drive,



SMART

crawler, record video, overlay text, log observations, measure defects Access every capability from a and create reports. Inspection data streams securely to the cloud, and the system auto-updates to the latest features. single interface—operate the



entire inspection workflow. Simple to learn yet powerfully capable, ROVVER X's touchscreen controls support your online and keep your with the latest features. can share inspections And with built-in Wi-Fi, you ROVVER X system updated



netimes you need maximum



NEED LESS?

major crawler and reel functions in the palm of your hand, and it This remote control puts all comes standard with every ROVVER X system.





NEED EVEN MORE?

For maximum productivity, this center offers precision control, full QWERTY keyboard, and optional desktop command ergonomic comfort.



Control every ROVVER X function Onscreen notifications help warn controls and real-time feedback. using twin multi-function joysticks, intuitive touchscreen against operating hazards.

•

OVERLAY TEXT

create an overlay that has static text, live data, observation details and your logo. Customize text position, color and background With drag-and-drop simplicity, to your preference.

MEASURE DEFECTS

you size up cracks, water level, pipe diameter, wall features, bend angles, inclination and much more. Powerful measurement tools let

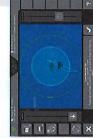
ENTER OBSERVATIONS

Create an inspection, then log observations with help from onboard defect catalogs, including PACP and WRc.

CREATE REPORTS

Generate PDF reports from completed inspections, then deliver them via USB drive.







edit, analyze and map inspection

inspections directly to WinCan sewer inspection data. Review,

CONNECTED

Web, the cloud platform for Wirelessly upload your

data online, and securely share

results with your entire team.



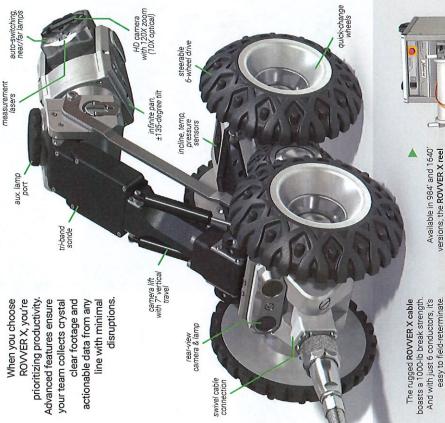


Scan to set up your free WinCan Web trial account:



CAPABLE

ROVVER X, you're disruptions. prioritizing productivity. Advanced features ensure your team collects crystal clear footage and actionable data from any line with minimal

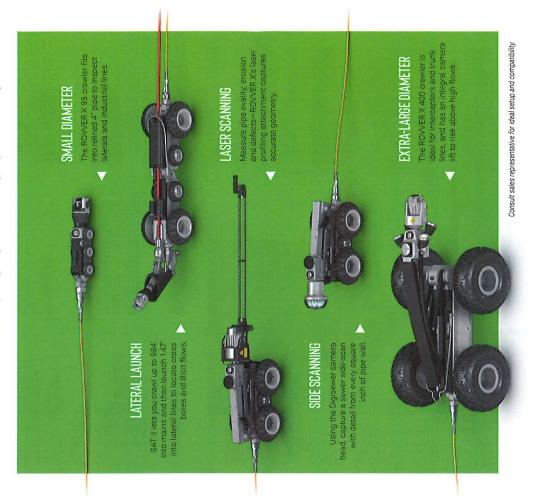


crawler doesn't have to pull it off the reel. This extends travel range and reduces crawler wear-and-tear.

Available in 984' and 1640' automatically feeds cable so the versions, the ROVVER X reel

SCALABLE

Once you own the ROVVER X platform, the sky is the limit. Specialty crawlers and attachments give you plug-and-play capability, so you can meet any inspection challenge.



ROVVER X in the field. Envirosight-built vehicles protect your Stay safe, productive and comfortable while deploying your crew and offer full amenities-ensuring your equipment, tools, and safety gear are within easy reach.



experience helping sewer professionals succeed. We've built the industry's largest network of regional support and service locations—so wherever the job takes you, help is never far. Standing behind ROVVER X is a team with decades of



Don't take our word for it. Some

contractors trust ROVVER X. Scan to read their stories.

of the largest cities and

instructors. Not only do we cover equipment care, operation and Your operators will be productive training from certified ROVVER X training? We deliver it on demand safety, we're available to provide PACP training, too. Need virtual from a fully equipped studio. out of the gate with on-site

and capabilities strategically deployed nationwide, ready for

you on demand.

have systems, parts inventory

ground game. That's why we

Success in our industry is a

LOCAL PRESENCE

TURNAROUND

ROVVER X is backed by one of

WARRANTY

comprehensive warranties.

the industry's most

extended warranties offer further Optional maintenance plans and

more than 25 factory-certified

cost predictability. And with

America, we're never far when

you need help.

service centers across North

same day, with next-day delivery placed before 3:00 pm ship the capabilities, know that rental gear is available from 23 locations across the continent. comprehensive online parts portal, where in-stock orders available. And when unique challenges require unique Gain access to our



crawler systems worldwide



locations in North America



average yearly cost of ownership ompared to purchase pri-



average distance inspected per day

SPECIFICATIONS

system

										CE, NRTL
power					.0	٠	٠	,		120-240 Vac, 60 Hz
										pipelines 4-96" dia.
operati	n	gt	te	m	p.					32 to 104°F
										4 to 158°F

camera (RCX90 HD)

	sensitivity 0.05 lux
	resolutior 1920 × 1080 pixels
	zoom lens 120× (10× optical, 12× digital)
1	pressure rating 1 bar
i	protection class
	features auto shutter; auto/manual focus
i	illumination dimmable LED, dual mode
	articulation ±135 deg tilt; infinite par
ı	measurement twin laser diodes spaced 1.97°
	sensing temperature, pressure, pan/tilt
	size 6.6"×3.2"×2.8" (168×81×72 mm)
	weight
J	materials aluminum, stainless steel

crawler (RX130 HD, RX130L HD)

drivetrain steerable 6-wheel drive
turn radius down to 0.0'
camera color rear-view with tri-LED lamp
sensors pitch, roll, temperature, pressure
pressure rating 1 bar
protection class
size (130) 12.2"×4.3"×3.5" (310×110×90 mm)
size (130L) 15.1"×5.0"×4.6" (384×126×117 mm)
weight (130) 13.2 lb (6 kg)
weight (130L) 17.6 lb (8 kg)
lift range (130L) 7.1" (180 mm)
materials aluminum, stainless stee
sonde transmitter 33kHz/512Hz/640Hz

control pendant (VC500 HD)

controls..... joysticks, touchscreen, power, stop touchscreen..... 10.1" color TFT, multi-touch, ... 1280×800 px, 1280 cd/m², 150-deg view angle size 11.8"×10.5"×2.8" (300×267×71 mm) weight 4 lb (1.81 kg) housing plastic (ABS, PC), IP55-ratec

auxiliary lamp (RAL200 HD, optional)

forward illumination	. twin tri-LED lamps
camera color rear-v	iew with tri-LED lamp
sonde transmitter	33 kHz / 512 Hz
protection class	IP68
dims 2.8"×1.3"×4	.0" (72×33×102 mm)
weight	1.3 lb (0.6 kg)
materials alum	inum, stainless steel



cable reel (RAX300 HD)

cable length 984' (300 m)
cable diameter ¼" (6.5 mm)
cable weight 0.03 lb/ft
cable strength 1000 lb
cable conductors 6
controls (local) power, emergency stop
controls (via pendant) auto/manual, speed,
forward/reverse, pull strength
sensors tension, tilt
size 24.6"×14.5"×22.6" (625×368×575 mm)
protection class
weight
connections pendant, service, video in/out

camera lift (optional)

lift range		7.1" (180 mm)
materials	aluminum.	stainless steel

carriage (optional)

wheelbase (w/l)	14.5"/12.2" (368/310 mm)
weight	34.2 lb (15.5 kg)
materials	aluminum, stainless steel



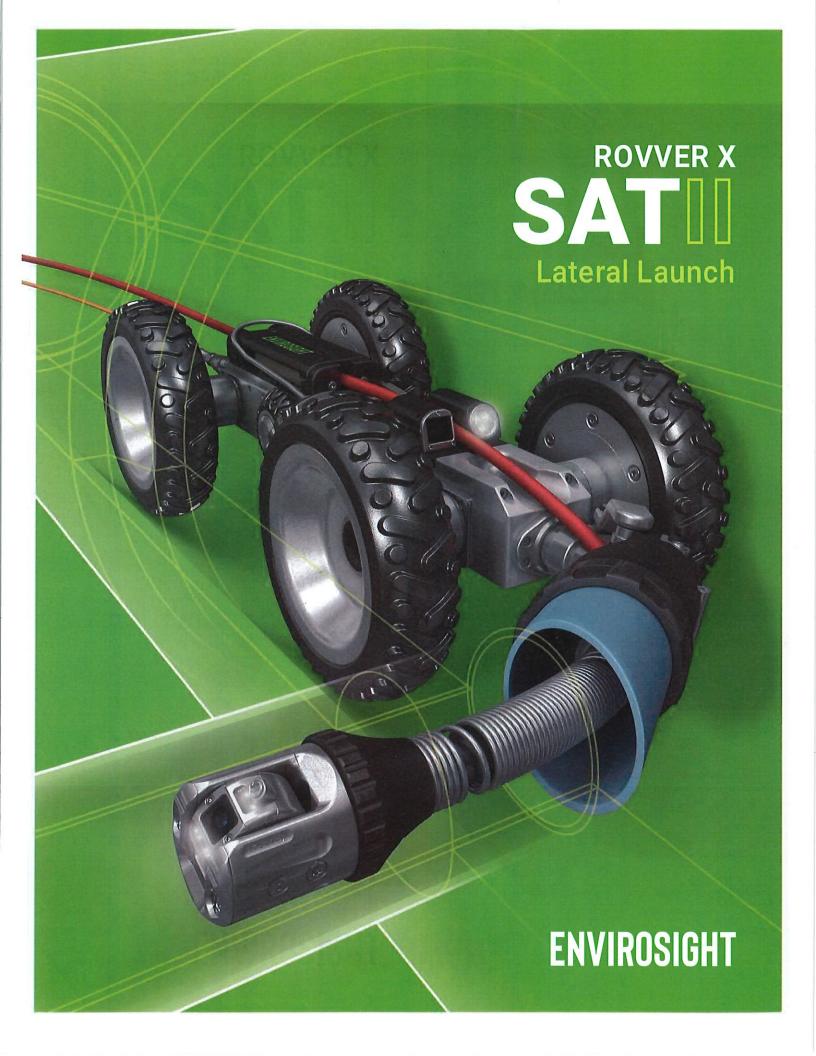
- RX130 HD crawler body
- RCX90 HD camera head
- RAX300 HD reel with 984' cable
- VC500 HD control pendant
- · WinCan VX software (basic)
- · handheld wireless remote control
- assortment of wheels



Request a FREE On-site Demo







Lateral Acceleration

Whether you're locating cross bores, performing pre-acceptance inspection or hunting down illicit flows, lateral inspection is all about pushing past obstacles and maximizing productivity.

The ROVVER X SAT II lateral launch crawler system is redesigned from the ground up to give you industry-leading productivity, range and reliability, while keeping your cost of ownership low.



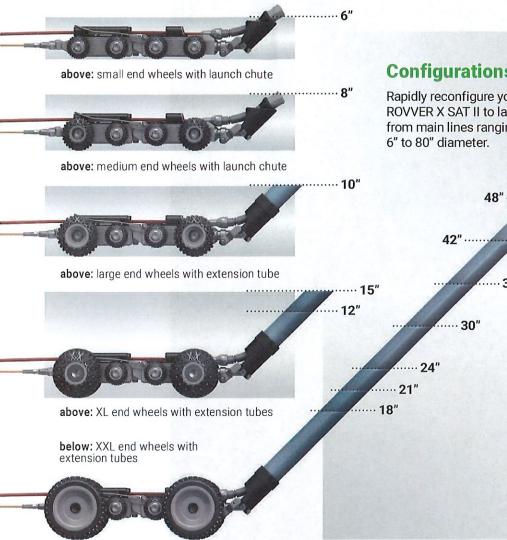




‡compared to prior model, approximate

ENVIROSIGHT





Operator Controls

The ROVVER X SAT II desktop command center puts every function at your fingertips, so you can inspect with maximum productivity—all from the comfort of your truck's control studio.



Configurations

Rapidly reconfigure your ROVVER X SAT II to launch from main lines ranging

72-80"

48"

Specifications

crawler

crawl distance 984' (300m) launch distance 147' (45m) crawl speed 98 fpm (30m/min) launch speed 23 fpm (7m/min) drive train steerable 8×8 rating ... IP68 to 33' (10m) water depth operating temp . . . 32-140°F (0-40°C) sensorsinternal pressure, incline constructionstainless steel size . . 5.35"×4.57"×32" (136×116×813)‡

pan/tilt launch camera (detachable)

line sizes ... 2½-12" dia. (DN60-300) resolution standard pan, tilt 360, +120/-30 deg sonde on/off 512/640/33k Hz lamps shadowless LED

axial launch camera (detachable)

line sizes 2-12" dia. (DN75-300) resolution standard sondeon/off 512/640/33k Hz lamps shadowless LED

targeting camera (integral)

total field of view 130 deg resolution5 megapixel pan/tilt/zoom digital illuminationLED

reverse camera (integral)

resolution standard illuminationLED

‡without wheels and launch chute



(866) 936-8476 • www.envirosight.com





PTP50 - P&T Camera Ø 56 mm - 300 mm

Pan & Tilt Camera PTP50 for the AGILIOS™ push camera system. The application area starts at DN60. The camera disposes of an endless rotation and a large panning range. The camera is characterized by its high-grade and robust design and excellent optical qualities. The camera is optionally available as EX version.

TECHNICAL DATA - PTP50

TECHNICAL DATA - PTP50	
Nominal pipe widths	DN 60 - DN 300
Pipe bend mobility	starting at DN 90 $/$ 90 $^{\circ}$
Push operation	yes
Crawler operation	no
Pressure tightness	up to max. 1 bar
Panning range	-30° -+120°
Rotation range	endless
Illumination	LED illumination
Angle of view	80 ° horizontal
Focus	1 mm -∞
Horizontal resolution	500 TVL / PAL
Shutter	fix
Light sensitivity	0.4 Lux
Upright picture	yes (in axial view)
Locating	$512~\mathrm{Hz}$ / $640~\mathrm{Hz}$ / $33~\mathrm{kHz}$ (activatable and switchable)
Laser pointer	yes
Distance laser	21 mm
Internal pressure sensor	yes
Angle sensor panning	yes
Angle sensor rotation	yes
Protection class	IP68 up to 10 m of water depth
Ambient temperature area	0 °C - 40 °C
Storage temperature area	-20 °C - 70 °C
Material	Aluminium (hard coated)
Dimensions (ø x L)	49 x 308 mm (incl. spring connector)
Weight	approx. 1.4 kg



- CMOS-color camera
- Rotation and pan unit integrated in the camera head
- Backwards view into the connecting pipelines when inspecting IN water flow direction
- Strong homogeneous illumination through adjustable LED illumination
- Impact-resistant lighting ring with integrated bumper made of stainless steel
- Scratchproof, replaceable camera front glass
- Upright picture (in oxial view)
- Integrated laser to measure the diameter and crack width
- Multi-frequency of the location transmitter (activatable and switchable)
- High resolution
- · Large angle of view
- Focus mode
- Compatible with the AGILIOS™ push camera system
- Compatible with the ROVION satellite inspection system
- Optionally available as EX version







AC40 Axial Camera Ø 44 mm - 200 mm

The AC40 axial camera with upright picture is perfectly suitable for our AGILIOS push camera system. The application area starts at DN50 and already offers a pipe bend mobility of 90° from DN75. Its high-quality and extremely robust design as well as its excellent optical qualities complete our smallest camera head. Available as Ex- or Non-Ex-Version.

Technical data - AC40

Nominal pipe width

DN50 - DN200

Pipe bend mobility

from DN75/90°

Push operation

yes

Crawler operation

no

Pressure tightness

up to max. 1 bar

Illumination

LED illumination (focused)

Angle of view

75° (diagonal)

Focus

4 cm up to ∞ (fix)

Resolution (horizontal)

500 TVL/PAL

Aperture control

fixed

Light sensitivity

0.4 Lux

Upright picture

yes (in axial view)

oprigiti picioi

Location

512 Hz/640 Hz/33 kHz (can be

activated, switchable)

Internal pressure sensor

yes

Protection class

IP68 up to 10 m of water depth

Ambient temperature range

0°C to 40°C

Storage temperature range

-20°C to 70°C

Material

Stainless steel

Dimensions (ØxL)

40 x 252 mm

Weight

650 g



- Easy to service (modular and easy design)
- CMOS color camera, for an improved picture quality
- New developed Roller-Skid Concept, change your skids under 30 Seconds
- Strong, homogeneous illumination through focused LED illumination
- Light regulation from 0 to 100 %
- Extremely robust design
- Impact-resistant light ring
- Scratch-proof camera front glass (sapphire glass)
- High light sensitivity
- Upright picture (in axial view)
- Easy location through a strong multi-frequency locating spoil

Product compatibility - AC40

AGILIOS XR

ves

VisionReport App

yes

AGILIOS AR

yes, with GEN16 Upgrade-Kit

VC500, VC200 Control Panel

yes

ROVION crawler

no

DCX5000 Control Panel

yes, with RasCon

SAT Crawler RX140SAT | & II

yes

underground understood

Command performance

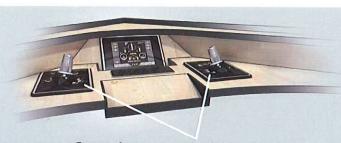
The ROVVER X DCX5000 desktop command center puts every function at your fingertips, so you can inspect with maximum productivity—all from the comfort of your vehicle's control studio.





total integration

The DCX5000 works with all other ROWER X components, so upgrading your capability has never been easier or more affordable.



custom configuration

DCX5000 components can be mounted in the supplied bezel for a unitized installation, or positioned individually to suit the unique needs of the user.

precision control

Proportional joysticks control crawler and camera movement, while thumbwheels adjust illumination intensity, cruise speed, camera height and reel tension.





ROWERX auick-change Wheel system

tool-free, bolt-free hassle-free

underground understood

Quick-change wheels for ROVVER X attach with a click—no bolts, washers or tools.

This makes your set-up and clean up hassle-free. The design also eliminates the risk of under-tightened wheels detaching. And new wheel geometry and tread patterns improve performance.





Eliminate bolts, washers and tools.

Reconfigure your crawler faster.

Facilitate more thorough cleaning.

Prevent detachment due to undertightening.

Enhance handling and performance:





















10 wheel options

Carbide wheels for 8" PVC.

Four rubber sizes, three abrasive sizes, and three carbide sizes give you the flexibility for any application.

easy upgrade

Quick-change hubs are available on all new systems, but can also mount on your existing ROVVER X crawler.







UNDERGROUND UNDERSTOOD



GAS GENERATOR 14' CUTAWAY

KEY FEATURES

OPERATOR STUDIO

solid bulkhead wall with sliding smoked window and pass-through door with aluminum kick plate • Formica desk with outlets above and below • cork board wall above desk surface • storage cabinet • hinged bench seat with cushion and storage beneath • overhead recessed LED lighting • 19" Tru-Vu desk monitor • high-back operator chair • carpeted walls and ceiling • safety light switches in truck cab • rack cabinet (for computer/DVD-RW) • rack-mount UPS device • black-treaded rubber floor • wall file • video distribution booster • battery-operated carbon monoxide detector • USB charger/12V receptacle combo

- KLITEATURES
- strip controlled via digital thermostat

 built-in 2-drawer file cabinet and locker above

13,500-BTU roof air conditioner with 5600-BTU heat

EQUIPMENT BAY

enclosed generator compartment with maintenance access • stainless steel work surfaces • built-in heavy-duty storage/tool box • vertical crawler drawer • rear-facing 19" Tru-Vu monitor • upper storage cabinet behind crawler drawer • wash-down system (on-demand pump, lighted switch, 18-gallon tank with exterior fill, 25' retractable hose reel) • overhead recessed LED lights • plywood ceiling/walls covered with gray FRP • aluminum storage shelf and caddy with trash can • rubber glove dispenser

 tool package (manhole hook, pick, sledge hammer and shovel, all secured on aluminum brackets against diamond plate backing)

POWER

shore power cord with 120V adapter • breaker box • auto-transfer switch • 12V fuse block • wall-mount start/stop/hour meter

 5.5 kW Onan super-quiet gas-on-gas (with side vent and dedicated battery under chassis in battery box)

EXTERIOR

rear barn doors with latches/locks • side door with step well with flip-up latchable cover • Chicago-style bumper • hitch • custom Envirosight mud flaps • tie-off clamp on rear bumper

- · corner-mounted LED spotlights
- front roof-mounted LED strobe
- · rear LED arrow board

MISCELLANEOUS

hand sanitizer • hand cleaner • paper towels • rubber gloves • first-aid kit • fire extinguisher • Simple Green • dry-erase board • traffic cones • counter mat • remote mount • lanyard • front bumper cone storage

- back-up camera
- back-up alarm

excludes 14' aluminum cutaway truck body; 100" cab-to-axle distance required







City of Newberg

PO Box 970 500 W 3rd Street Newberg, OR 97132-0970 ID# 64098

Is this your organization?

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

Update your organization's information

Add a contact for your organization

Need help?

Contact our dedicated Membership Team at **membership@sourcewell-mn.gov** or 877-585-9706.











Sourcewell for Vendors →



Oregon Legal References

- Or. Rev. Stat. § 279A.205. Authorization of cooperative procurements.
- (1) A contracting agency may participate in, sponsor, conduct or administer a joint cooperative procurement for the procurement of any goods, services or public improvements.
- (2) A contracting agency may participate in, sponsor, conduct or administer a permissive or interstate cooperative procurement for the procurement of any goods or services, but not public improvements.
- Or. Rev. Stat. § 279A.220. Interstate cooperative procurements.
- (1) A contracting agency may establish a contract or price agreement through an interstate cooperative procurement only if:
- (a) The administering contracting agency's solicitation and award process for the original contract is an open and impartial competitive process and uses source selection methods substantially equivalent to those specified in ORS 279B.055 or 279B.060;
- (b) The administering contracting agency's solicitation and the original contract allows other governmental bodies to establish contracts or price agreements under the terms, conditions and prices of the original contract; and
- (c) The administering contracting agency permits the contractor to extend the use of the terms, conditions and prices of the original contract to the purchasing contracting agency.
- (2) In addition to the requirements in subsection (1) of this section:
- (a) The purchasing contracting agency, or the cooperative procurement group of which the purchasing contracting agency is a member, must be listed in the solicitation of the administering contracting agency as a party that may establish contracts or price agreements under the terms, conditions and prices of the original contract, and the solicitation must be advertised in Oregon; or
- (b)(A) The purchasing contracting agency, or the cooperative procurement group of which the purchasing contracting agency is a member, shall advertise a notice of intent to establish a contract or price agreement through an interstate cooperative procurement.

About Sourcewell:

Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government. Minn. Const. art. XII, sec. 3. As a public corporation and agency, Sourcewell is governed by local elected municipal officials and school board members. Minn. Stat. § 123A.21 Subd. 4 (2017). Under its enabling statute, Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members. Id. at Subd. 7(23).

Sourcewell follows the competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies. Minn. Stat. § 471.59 (2017). Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America. § 123A.21 at Subd. 3.

Disclaimer:

The information found on the Sourcewell website is provided for educational and informational purposes only. This information contained on the Sourcewell website, including any printed material derived from the website, is not legal advice and no attorney-client or other contractual relationship is formed by access to this information. Information here may be out of date, obsolete, or otherwise inaccurate. 202 12th Street NE | P.O. Box 219 | Staples, MN 56479 888-894-1930 | www.sourcewell-mn.gov Please consult with a qualified attorney regarding any questions.



Solicitation Number: RFP #120721

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Envirosight LLC, 111 Canfield Ave., Building C, Randolph, NJ 07869 (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 Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services 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 January 17, 2026, 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 other 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 Sourcewell 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 Sourcewell 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 taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt 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 ecommerce 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 Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell 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 Sourcewell 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 thetrademark(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 nonfederal 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 Sourcewell 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 Sourcewell 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	Envirosight, LLC
By: Docusigned by: Jevery Schwartz By: Docusigned by: Jevery Schwartz	By: DocuSigned by: Mike Dallmann AB9320B9CCF8412 Mike Dahlmann, President Best Equipment Company, Inc.
Title: Chief Procurement Officer	Title: Authorized Contract Administrato
Date:	1/26/2022 9:05 AM PST Date:
Approved:	
By: Chad Coauette Chad Coauette Title: Executive Director/CEO	
Date:	

RFP 120721 - Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

Vendor Details

Best Equipment Company, Inc. Company Name:

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

5550 Poindexter Drive

Address:

Indianapolis, IN 46235

Contact: Mike Dahlmann

Email: mikedahlmann@bestequipmentco.com

Phone: 317-823-3050 Fax: 317-823-3050 HST#: 35-1097778

Submission Details

Created On: Wednesday November 10, 2021 13:50:41 Submitted On: Friday December 03, 2021 14:54:12

Submitted By: Mike Dahlmann

mikedahlmann@bestequipmentco.com Email: Transaction #: 6146e2b9-2a24-44e3-8ac9-891a701bc8f1

Submitter's IP Address: 96.68.203.1

Bid Number: RFP 120721 Vendor Name: Best Equipment Company, Inc.

Specifications

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")	Envirosight, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Envirosight does not have any direct subsidiaries.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Envirosight does not have any direct subsidiaries.
4	Proposer Physical Address:	Envirosight, LLC 111 Canfield Ave Building C Randolph NJ 07869
5	Proposer website address (or addresses):	www.envirosight.com
	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):	Best Equipment Company, Inc. Mike Dahlmann 5550 Poindexter Drive Indianapolis, IN 46235 mikedahlmann@bestequipmentco.com Mobile: 317.691.4984 Direct: 317.823.3050 x102 Main Toll Free: 800.372.2378
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Best Equipment Company, Inc. Mike Dahlmann 5550 Poindexter Drive Indianapolis, IN 46235 mikedahlmann@bestequipmentco.com Mobile: 317.691.4984 Direct: 317.823.3050 x102 Main Toll Free: 800.372.2378
	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Best Equipment Company, Inc. Mike Dahlmann 5550 Poindexter Drive Indianapolis, IN 46235 mikedahlmann@bestequipmentco.com Mobile: 317.691.4984 Direct: 317.823.3050 x102 Main Toll Free: 800.372.2378

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
			4

Bid Number: RFP 120721 Vendor Name: Best Equipment Company, Inc.

DocuSign Envelope ID: 6DBB730C-DA8A-4196-AAC5-F1410DEB5BF1 Provide a brief history of your company, including your company's core values, technology for 20 years. business philosophy, and industry longevity related to the requested equipment, products or services. experience. STRATEGY: 1. Integrity

Envirosight has been serving municipalities with wastewater infrastructure inspection

ORIGINS: In 2001, Envirosight's founder identified an unmet market opportunity where equipment capability and customer experience intersect. Simply put, the market was settling for antiquated technology, and operators were left to fend for themselves when that technology failed under the harsh real-world conditions of sewer inspection. We knew we could help buried infrastructure owners gain better insight with less suffering and win loyalty and market share in the process.

VISION: Create an inspection technology brand offering enhanced technical capabilities and the support infrastructure to deliver a loyalty-inspiring owner

- · Build a network of top-tier regional sales partners (dealers) with full on-site capabilities: service, support, inventory, and rentals.
- · Deliver a comprehensive basket of best-in-class wastewater infrastructure inspection, rehabilitation, and asset management solutions.
- · Franchise our vision for how sales and service should be run by implementing rigorous processes and training.
- · Build out an industry leading brand and marketing apparatus.

VALUES: We organize our values into three categories:

- 1.1. Character is revealed in adversity. When the chips are down, we step up.
- 1.2. We build gratitude with each interaction. Goodwill pays dividends long-term.
- 1.3. Everyone makes mistakes. We own our mistakes swiftly and fully.
- 1.4. We never sugarcoat. We communicate directly, transparently and with empathy.
- 1.5. It is infinitely easier to maintain trust than regain it.
- 2. Ownership
- 2.1. We run toward challenges, not away from them.
- 2.2. We spare no effort to ensure great outcomes for our customers.
- 2.3. We grow only when customers are satisfied enough to become return customers.
- 2.4. Our customers sign our paychecks. We don't rest until their problems are solved.
- 2.5. The value of every relationship is immeasurable. We treat our customers like gold. 3. Ingenuity
- 3.1. We're problem-solvers. Tell us what needs to be done and we'll find a way.
- 3.2. We find the best solution--not the quickest, cheapest or easiest one.
- 3.3. Sewer workers face complexity, red tape and dysfunction--but never from Envirosight.
- 3.4. We don't throw money at a problem when brainpower and creativity can solve it.
- 3.5. We don't worry about the future. We envision the future and make it happen.

OUTCOMES:

- · Having started at 7th place, Envirosight is now a leading brand in the wastewater inspection market.
- Through acquisitions, we also own a revered plumber equipment brand and a distributor of cutting-edge sewer rehab technology.
- · Across our companies, we employ ~150 people and book annual revenue of ~\$65M.
- · Our platform now gives us multiple channels to market, expanding our reach far beyond municipal dealers.
- Technologically, we are positioned at the forefront of trends driving our industry, including AI, cloud, SaaS and GIS/GPS.

10 What are your company's expectations in the event of an award?

- In the event of an award, we plan to promote awareness of and engagement with the contract internally, to our dealers, and to our customers. This will include:
- · Promotion of contract participation through print advertisements and at industry
- · Training of internal and channel staff on how to use the contract: advantages, benefits, procedures, and requirements. This will be conducted through online and inperson trainings, and with informational collateral.
- · Educating the market on the benefits of cooperative purchasing via Sourcewell using emails, blog posts, social media, white papers and webinars.
- · Integrating procedures in our Salesforce CRM and Pandadoc quoting platform to ensure Sourcewell is a primary purchasing option that's pursued on every qualifying

We also plan a campaign to identify and aggressively promote the partnership between Sourcewell and Envirosight. This includes using the Sourcewell Awarded logo on all Envirosight literature and web pages.

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.	Attached in the financial strength section are two letters of good standing from the State of New Jersey, Chase Bank Reference Letter, D&B Credit Report, and a Referral Letter from our Accounting Firm.	*
12	What is your US market share for the solutions that you are proposing?	In the U.S., the market for sewer inspection technology is fragmented among private companies. We have mixed market share percentages depending on the product category, but in general we have a 30% market share.	*
13	What is your Canadian market share for the solutions that you are proposing?	We have mixed market share percentages depending on the product category, but in general we have a about 5% market share.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Envirosight 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?	b) Envirosight is a manufacturer of sewer inspection equipment with headquarters in Randolph, New Jersey. We sell our equipment through a network of (third-party) regionally exclusive dealers • 20 North American dealers • 52 North American sales locations • 34 North American factory-certified service locations • 175 sales reps This dealer network is managed by an in-house (employee) staff of: • One (1) global sales manager • Six (6) regional sales managers • One (1) strategic accounts manager • Five (5) marketing personnel • One (1) channel service manager When a customer order is fulfilled, Envirosight typically ships the equipment to the dealer, who then conducts on-site delivery to the customer and trains the operators. When service is needed, it is handled at the regional dealer's Envirosight-certified service facility. Envirosight's in-house national service center will assist with regional service issues where needed.	*
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.	Envirosight does not require any licenses and certifications to be held. However, Envirosight does issue training certifications in the event that one of our sales training programs are completed. We have various service centers throughout North America at which their service technicians are also certified to repair Envirosight equipment. Many of our sales representatives are also certified in the Pipe Assessment Certification Program (PACP) administered by the National Association of Sanitary Sewer Companies (NAASCO). Attached are copies of our New Jersey Business License and our Standards for our CCTV Truck Build Outs.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Envirosight has not had any Suspensions or Debarments within the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Envirosight received two awards for new and innovative equipment in 2017 and 2018. Both awards were judged by a panel of industry experts for Environmental Protection Magazine. One was for the QuickView Air HD and the second was for the JetScan high pressure cleaning video nozzle. Both of these products create their own equipment category and continue to lead the market in performance and overall market share.	*
19	What percentage of your sales are to the governmental sector in the past three years	The government sector continues to be our largest revenue percentage. On average it is 85%. The remainder is mostly contractors who provide services to the government sector and other niche markets.	*
20	What percentage of your sales are to the education sector in the past three years	Sales to the educational sector are under 1%.	*
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?	Envirosight currently holds purchasing contracts with HGAC, BuyBoard, and Ohio STS. The average annual sales volume for HGAC for the past three years is \$1.8M, for BuyBoard is \$15K, and for Ohio STS is \$997K.	*
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?	We do not hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA).	*

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 Chilliwack	Jake Nesbitt	604.792.9311	*
Clackamas County	Russell Weber	503.722.6324	*
Franklin Township Sewerage Authority	Scott Nocero	732.873.2420	*
City of Red Deer Utlitlies	Curtis Ennis, C.E.T.	403.392.5802	

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 *
California Department of Transportation District 7 Luis Monterrubio - 213-400-2249	Government	California - CA	Equipment is sold to individual Districts of Cal-Trans (California Department of Transportation), serving 9-10 individual Districts over the past 2-3 years. Individual Districts make their own equipment purchase decisions that are then approved at the State level. Reference contact person is a representative district user/manager.	Delivered and trained 15 mainline inspection systems, 14 Quickview AirHD zoom survey systems, and 4 JetScan systems over the past 3 years.	Total Cost of goods sold over \$1.5M over the past 3 years.
Pittsburgh Water & Sewer 1200 Penn Ave Pittsburgh, PA 15222 Jim Tracey - 412- 867-6075	Government	Pennsylvania - PA	The Authority, established in 1984, is responsible for the entire city of Pittsburgh's sewer system, roughly 12,000 miles of mostly combined sanitary and storm sewer lines. Pittsburgh Water & Sewer has been doing exclusive business with Envirosight sewer inspection products for over 15 years.	Built, delivered, and trained 2 full pipeline inspection vehicles equipped with 3 lateral inspection systems this year and plan to purchase a 4th lateral inspection system in 2022.	Total cost of goods sold is \$800K
City of Wichita, KS 455 N. Main Street Wichita KS 67202 Rick Killion - 316-268-4400	Government	Kansas - KS	Wichita Public Works & Utilities Sewage Treatment Division operates and maintains four (4) Wastewater Treatment Facilities, fifty-nine (59) Sanitary Sewer Lift Stations and over 2,000 miles of sewer lines, treating 10 billion gallons of wastewater annually; serving roughly 400,000 residents. These facilities provide primary, secondary, and advanced wastewater treatment, along with disinfection prior to discharge.	Built, delivered, and trained 2 full pipeline inspection vehicles equipped with 2 mainline inspection systems, 4 JetScan nozzle systems, and 2 Quickview AirHD zoom survey systems over the past 2 years.	Total cost of goods sold is \$500k.
City of Norfolk, VA 1316 Ballentine Blvd Norfolk, VA 23504 David Speer - 757- 823-1023	Government	Virginia - VA	As wastewater superintendent, above has overseen budgeting and purchasing of equipment to support all aspects of collection system inspection, maintenance, operation and management for the City of Norfolk over the last 5 years.	Delivered and trained 2 mainline inspection systems within the past year.	Total cost of goods sold is \$200k.
City of Toledo, OH 640 Jackson Street Toledo, OH 43604 Adam Zolciak - 419- 936-2178	Government	Ohio - OH	Equipment and inspection vehicles have been provided to the Sewer and Drainage Services division of the City of Toledo over the last 4 years. Purchasing decisions are made with input from the engineering, inspection, CSE and CCTV sections. Above contact has been the point person for this process; including budgeting and capital improvement planning.	Built, delivered, and trained 1 full pipeline inspection vehicle equipped with 2 mainline inspection systems within the past 2 years.	Total cost of goods sold is \$250k.

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.	Envirosight directly employs the following sales/sales-enablement roles: • One (1) global sales manager • Six (6) regional sales managers (Northeast NA, Southeast US, Midwest US, West Coast NA, Central/South America, and Europe) • One (1) strategic account manager (focused on large fleet accounts) • Five (5) marketing personnel (content, promotion, sales enablement, channel outreach) • One (1) channel service manager (training, standards compliance, performance auditing)
		Marketing prospects are managed in Hubspot; sales opportunities (leads) and customers are managed in Salesforce.
		Our in-house sales and service personnel coordinate on account management, but otherwise have separate functions that allow them to specialize in what they do.
26	Dealer network or other distribution methods.	Our dealer network in North America consists of 20 third-party dealer organizations, 175 sales reps, 52 sales locations, and 34 factory-authorized service locations. For some dealers, reps focus on Envirosight products in addition to other product lines. Other dealers have reps dedicated exclusively to the Envirosight line. At our dealers, sales and service personnel coordinate on account management, but otherwise have separate functions that allow them to specialize in what they do. See attached dealer list of locations as well as service locations. All sales opportunities are forecasted and tracked in Salesforce, so we can provide ongoing promotion of Sourcewell options according to funnel stage, as well as implement methodologies to ensure compliance with Sourcewell processes and requirements.
		Our sales academy trains hundreds of partner representatives to win deals with a combination of proprietary strategies, competitive intellligence and applications expertise. We track each deal to react in real-time, make targeted interventions, and coordinate on strategic accounts. Sourcewell processes will be integrated into all facets of this sales channel management ecosystem.
27	Service force.	Envirosight has 34 North American factory-certified service locations, each with: • At least one factory-trained and -certified service technician • On-site parts and accessories inventory • A dedicated service and testing room
		We also conduct service out of our New Jersey headquarters.
		Other aspects of our service program include: • Rental Fleet. When the unexpected happens, it's essential for custmers to get back up and running quickly. We offer no-charge warranty rentals from 23 locations across the country, plus rental equipment for other needs, like when specialty jobs require special capability. • Parts Consignment. Based on a customer's fleet, we'll stock them with a consignment of spare parts, including windows, seals, retermination kits and more. They pay only for what they use, and we keep them replenished. • Maintenance Plans. Keeping to budget means managing cost-of-ownership. Envirosight makes it easy with maintenance plans and extended warranties to keep cost of ownership predictable long-term.
		 Warranty. Envirosight equipment is backed by one of the industry's most comprehensive warranties. Parts Portal. Customers can gain access to our comprehensive online parts portal, where in-stock orders placed before 3:00 pm ship the same day, with next-day delivery available. Technical Support. The Envirosight customer success team is standing by to help customers with technical issues and challenging applications—a single call to get support that's responsive, efficient and friendly. Operator Training. Equipment operators are productive out of the gate with on-site training from certified Envirosight instructors. Not only do we cover equipment care, operation and safety, we're available to provide NASSCO PACP/MACP/LACP training, too. Maintenance Training. If a customer runs an in-house maintenance shop, Envirosight's service training program will teach their techs to perform common repair and preventative maintenance procedures on our equipment. Training can be

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Although we have a vast sales dealer network to further assist with the order process and customer service, Envirosight will generate all Sourcewell quotes directly at the request of a customer and/or sales dealer. This way Envirosight will have complete visibility on all Sourcewell deals. Envirosight will have at least one person fully dedicated to monitoring all Sourcewell orders. The purchase orders for Sourcewell quotes will be made out to Envirosight. All inbound order sheets for Envirosight have listed whether the sale used the Sourcewell contract. Orders cannot be entered without this information. Once entered, orders will also be designated as Sourcewell sales for reporting purposes and fee remittance. With the assistance of our sales dealer network, Envirosight will have the orders fulfilled directly or by our sales dealer nearest to the customer location. Once fulfilled, Envirosight will generate the final invoice to the customer and will be responsible for collecting payment. Envirosight will remit the Sourcewell fee directly to Sourcewell upon completion. Envirosight will distribute the detailed ordering process among its sales dealer network.	*
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.	Customer Service is a top priority for Envirosight. We have six full time employees dedicated to our various areas in customer service. These six areas include all new equipment orders, all new truck build orders, all new parts orders, all in house service for our inspection equipment, all in house service for our pipeline renewal equipment, and all warranty requests. 100% of in stock parts will ship the same day as long as the orders are received prior to our shipping cutoff time of 4:00PM (EST). Many of our sales dealers also stock Envirosight equipment and trucks.	*
		We also have four full time service technicians available to provide technical assistance for designated product lines. Our repair turnaround rate is 48 hours. We work as a team at Envirosight to ensure both our sales network and end users are fully supported in a timely and efficient manner.	
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	In the United States, we have nineteen (19) sales partners covering all states with 43 sales locations and 32 factory-certified service locations. The service locations offer rental/loaner equipment, spare parts inventory, and factory-trained service technicians.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	In Canada, we have two (2) sales partners covering all provinces with 9 sales locations and 2 factory-certified service locations. The service locations offer rental/loaner equipment, spare parts inventory, and factory-trained service technicians.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will be fully serving all geographic areas within the United States and Canada through the proposed contract.	*
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?	We will be fully serving all Sourcewell participating entity sectors through the proposed contract.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no specific contract requirements or restrictions that would apply to Sourcewell's participating entities in Hawaii, Alaska, and in US Territories.	*

Table 7: Marketing Plan

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.	In the event of an award, we plan to promote awareness of and engagement with the contract internally, to our dealers, and to our customers. This will include: • Promotion of contract participation through print advertisements and at industry events. • Training of internal and channel staff on how to use the contract: advantages, benefits, procedures and requirements. This will be conducted through online and in-person trainings, and with informational collateral. • Educating the market on the benefits of cooperative purchasing via Sourcewell using emails, blog posts, social media, white papers and webinars. • Integrating procedures in our Salesforce CRM and Pandadoc quoting platform to ensure Sourcewell is an option that's pursued on every qualifying deal.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Envirosight conducts fully integrated digital marketing using the Hubspot platform, where we maintain a database of nearly 18,000 marketing contacts. We engage with those contacts ongoingly through email, social, blog and website. We have integrated Hubspot with our call tracking platform (CallRail), our CRM (Salesforce), and GoogleAnalytics. Hubspot is also integrated with all our social presences: Facebook, Instagram, Youtube, LinkedIn and Twitter. We place heavy focus on content marketing, which helps us pull contacts into our database when they're in the research stage of making a purchase decision. We then nurture them with ongoing communications around product and content, so that when they're ready to make a purchase decision, Envirosight is top-of-mind. We gateway our primary content (downloadable/mailable white papers, posters, infographics, etc.) so that we can collect additional data about each contact who requests it. We start with name, title, company, phone and email, but move progressively toward more granular information like org type, org size, miles of pipe, and other qualifying data. To constantly bring new contacts into our marketing database, we invest in media that drives prospects to our content, including content sponsorships, PR, Google Ads and other SEM, social media advertising, event advertising and print advertising. We realize that the experience with our brand starts well before a purchase and continues long after it. We invest heavily in marketing that Projects our brand. Our visual identity, messaging and values are broadcast across a range of digital and traditional channels. Engages the market. Our buyers gather information before exhibiting buying intent. Through use of content and promotional marketing, we constantly engage with the market in order to capture prospects as soon as they're ready to embark on the buyer's journey. Establishes thought leadership. Credibility is a huge component of any successful brand in our industry, and we're committed to producing non-	*
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?	 Builds Loyalty. We support and augment the ownership experience with ongoing communication, so customers become lifetime accounts, influencers and brand ambassadors. While our sales and marketing teams pride themselves on being resourceful and ambitious, we hope to depend on Sourcewell for certain resources: Brand assets (logos, etc.) that can be incorporated into marketing and communication campaigns. Listing of Envirosight as a Sourcewell vendor within Sourcewell materials and resources, both print and online. Review of certain promotional and informational materials for accuracy of messaging pertaining to Sourcewell. Access to certain cooperative purchasing experts within Sourcewell for interview purposes so that we may develop content around Sourcewell cooperative purchasing. Sourcewell would be integrated into our sales process in the following ways: Proactive bid searching for all Sourcewell opportunities. Promotion of Sourcewell partnership in sales collateral, marketing materials and digital marketing (social, email, blog, website). Extensive training of in-house personnel on Sourcewell benefits and procedures. Extensive training of channel sales reps on Sourcewell benefits, procedures. Development of sales processes and scripts that integrate Sourcewell promotion into the vetting of every opportunity. Integrating procedures into our Salesforce CRM to ensure Sourcewell is an option that's pursued on every qualifying deal. Integrating informational materials about Sourcewell into our Pandadoc quoting platform to boost awareness of Sourcewell on every qualifying deal. 	*
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.	The Quick Lock product line is the only product available through an e-procurement ordering process for end users. End Users may register and purchase Quick Lock products through our online parts portal upon request. Some municipalities that currently utilize this e-procurement ordering process are Duluth (MN), Twin Falls (ID), Charleston (SC), Guilderland (NY), Liberty (MO), Decatur (IN), Pueblo (CO), Hillsborough (NJ), and Bentonville (AR).	*

Table 8: Value-Added Attributes

Bid Number: RFP 120721

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,	Service training is provided by Envirosight to both sales dealers and end users. Service training is standard at no cost. Envirosight also has an online service library where we host pro tips, service trainings, and operator resources for our entire product line. This service library is accessible to all our Sales Partners and end users (photo attached).	
	who provides training, and any costs that apply.	Envirosight also hosts an anual training for our sales dealers known as ST5 (photo attached).	
		Software training is mandatory at an additional cost, which is included with our software pricelist.	*
		The majority of Envirosight's sales dealers have Envirosight specialists that train and demo equipment for end users. Many sales dealers conduct training often with factory assistance. Whether the sales dealer charges for additional training is determined on a case by case basis. Most of the training provided by the sales dealers are at a nominal or no cost. Any nominal training costs will be disclosed to the member during the quoting process.	
40	Describe any technological advances that your proposed products or services offer.	Envirosight products have integrated Wifi communications, imbedded reporting software, advanced measurement capabilities, and run on upgradable software platforms for future expansion.	*
41	Describe any "green" initiatives	Envirosight has taken several steps to become more environmentally friendly.	
	that relate to your company or to your products or services, and include a list of the certifying agency for each.	Previously, Envirosight hosted service trainings in person where we would arrange the travel and hotel accomodations for attendees. Now Envirosight hosts remote trainings online to cut down on fuel emissions.	
		Envirosight has also implented online parts ordering for our sales dealer network as well as online access to our service library and warrany registrations for end users. With the increase in digital resources, Envirosight has reduced its paper consumption.	
		Envirosight has also upgraded its infrastructure to include motion sensor LED lighting and sinks. Submittals attached.	*
		Our equipment runs on electricity, which eliminates greenhouse gas emissions. Envirosight does not contribute to noise pollution at construction sites, as our equipment is essentially inaudible. Envirosight is also considering electric powered chassis in the future.	
		The proactive nature of our business allows us to identify piping and sewage vulnerabilities before a pipe break actually occurs. Our crawlers and other products are fitted with high resolution cameras where problem areas are identified with pinpoint accuracy, minimizing environmental contamination and wasteful digs.	
42	Identify any third-party issued ecolabels, ratings or certifications that	Products are subject to European Directive 2002/96/EC for the safe disposal of electronics.	
	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.	Regarding our equipment from our truck build facility: - The Xantrex 3000 KW inverter meets UL458 with marine supplement, CSA, ABYC, and FCC Class B (documented in attachments). - The Onan generator meets tier 3 and EPA Phase 3 Standards. - LED lighting is used in our vehicle build outs.	*
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.	Envirosight holds no disadvantaged business certifications. Our sales dealer in northern California, U-Rock Utility Equipment, is certified as a small business.	*

	company, your products, or your services offer to Sourcewell participating entities? What makes	Beyond the technology we offer, we deliver a customer experience that is designed maximize satisfaction and loyalty. Investments and infrastructure that enhance this customer experience include: • Customer Service Infrastructure. Besides managing our sales funnel, SalesForce is our platform for warranty registration, purchased asset tracking, and service and support case management. • Service Network. We maintain a high standard for regional service with certified training for technicians, stringent inventory requirements, and continuous benchmarking of turnaround and customer satisfaction. • Parts. For partners and customers, ordering parts is easy with our online portal. Regional inventory depots ensure rapid fulfillment, in-stock orders ship the same day, and next-day delivery is available.	*
		• Trust and loyalty: In the world of municipal supply, expertise and credibility are the cornerstone of any successful brand. And when you're talking about technology that's used to maintain essential services, the stakes are even higher. Our success is built on thousands of industry relationships, decades of work in the trenches, and the belief that we succeed only when our customers do.	
		• Virtual Support. We have a full video production studio that has all of our equipment. We use this to not only supply online training videos, but we can conduct live support or training when time is of the essence. We have conducted hundreds of online virtual support calls and have had over a thousand views on portal videos and online classes.	

Table 9: Warranty

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?	Yes, our warranties cover all products, parts, and labor for manufacturer defects in materials and workmanship. Envirosight warrants up to twelve months from the in service date	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, our warranties do not impose usage restrictions or other limitations that adversely affect coverage. However, there are exceptions due to accident, misuse, abuse, fire, flood, or other contigencies beyond the control of Envirosight. These contigencies include damage to warrantied items sustained in shipment, equipment that has had any of its idenfication, instructional, or sealing labels removed or tampered with, and/or equipment that has had its serial numbers altered, defaced, or removed.	*
		Envirosight will not be responsible for any changes, modifications, or repairs, either in cost or consequence, made by personnel not authorized by Envirosight. Envirosight will not be responsible for the loss of or damage to equipment while in the possession of any authorized or unauthorized service agency.	
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Envirosight will cover the expense of technicians' travel time and mileage to perform warranty repairs on a case-by-case basis as needed through its vast North American distribution network.	*
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?	No, Envirosight has certified technicians to perform warranty repairs throughout North America. Many of Envirosight's sales dealers have service centers dedicated to the Envirosight product line. Two such dedicated repair centers in Cleveland and Indianapolis are pictured in our attachments.	*
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?	Yes, we will cover warranty service for items made by other manufacturers that are a part of our proposal. We do have some products pertaining to our truck builds that we do pass on to the original manufacturers (vehicle chassis, truck chassis, trailer chasis, AC units, Generators, MEPS Units, and Inverters).	*
50	What are your proposed exchange and return programs and policies?	New and unused items can be returned within 60 days with a 10% restocking fee.	*
51	Describe any service contract options for the items included in your proposal.	Envirosight offers maintenance plans and extended warranties to help customers keep cost of ownership predictable long-term.	
		Due to the variety of systems and options available from Envirosight, such agreements will be priced accordingly and presented to the member in the quoting process.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	Envirosight's payment terms are Net 30. We accept payment by wire, credit card, and/or check.C314	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Although Envirosight does not have any leasing or financing options available, Envirosight can help connect Sourcewell members with third party financing if so desired.C316	*
54	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.	Envirosight's standard transaction documents include order forms, terms and conditions, and a service level agreement concerning product warranties. Samples of such documents are attached. The Envirosight order form is required to process all inbound orders. On this order form, the end user's information as well as the order procurement details are listed. Once completed, the order will be processed and will be designated as a Sourcewell sale when applicable. Envirosight's terms and conditions outline the expiration period, payment terms, FOB, and currency which pertain to sales quotes. Envirosight's warranty policy provides additional details regarding the length of the warranty as well as any exceptions that do not apply.	*
55	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?	Envirosight does not accept the P-card procurement and payment process.	*

Table 11: Pricing and Delivery

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 *	
56	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.	Envirosight will provide Sourcewell members a 5% Discount off list price. The attached pricelist includes both the list and discounted pricing as well as the SKU number for each item.	*
57	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.	5% Discount Off List Price	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Envirosight has a large/national accounts program where purchases of 5 or more of any product can receive a 3% discount. We would gladly extend this volume discount to Sourcewell members/customers as well.	*
59	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.	Envirosight can supply specific non-standard "sourced" items to our truck builds. Depending on the cost and our ability to get a resale discount on "nonstandard options", we would supply such items at cost or add at the most 10% to cover the resources used to acquire these items for the member.	*
60	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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All equipment sales are FOB Randolph, NJ with the exception of Truck Builds which would be FOB from the Envirosight Truck Build Facility in Evans City, PA. Additional charges related to pre-delivery inspection, installation, set up, or mandatory training will be determined on a case by case basis by our sales dealers. Any additional charges will be conveyed to the member during the quoting process prior to the issuance of a purchase order.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight & shipping charges are separate and based upon the lowest standard rate at time of physical shipment from our NJ distribution center or our truck build center, depending on the equipment package being purchased. Additionally, there are varying freight import surcharges that will be addressed during the quoting process prior to the issuance of a purchase order.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We do not exploit higher shipping rates, delivery packages or disadvantages to customers purchasing outside of the contiguous United States. Standard lowest rate of freight shipping will be employed for all North and South American customers.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	At most locations, in person delivery of equipment and hands-on training by an authorized Envirosight specialist is our preferred standard for delivery. Sourcewell members will benefit from this process. Many of our competitors simply ship the equipment to the end-user direct.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64		5% Discount Off List Price. Please see attached Price list.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	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.	Envirosight is fully committed to the proposed Contract with Sourcewell and will be solely responsible for adhering to Sourcewell's contract requirements. All customer orders will be initially submitted directly to Envirosight for this purpose rather than through our sales dealer network. Envirosight ensures that both Sourcewell participating entities and our sales dealer network obtain the proper pricing. All inbound order sheets for Envirosight have listed whether or not the sale used the Sourcewell contract. Orders can't be entered without this information. Once entered, orders will also be designated as Sourcewell sales. This will generate the fee that Envirosight will pay for using the Sourcewell contract. Envirosight will be accountable for reporting all sales under the Sourcewell contract each quarter and will remit the proper administrative fees to Sourcewell in a timely manner. Envirosight will have staff members designated in monitoring all Sourcewell sales, remitting all Sourcewell fees, and reporting quarterly sales.	*
66	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.	In addition to reporting all sales under the Sourcewell contract each quarter to Sourcewell and the self-audit process Envirosight will employ, Envirosight will also track these sales internally. All Sourcewell sales will be noted in our CRM which is Sales Force. Envirosight would like to know how many overall sales opportunities are attributed to Sourcewell. Envirosight will also use this as part of our audit trail to make sure all Sourcewell business is properly accounted for. Lastly, we will have a third party review our Sourcewell activity and administrate the contract as a last measure to make sure we do not miss anything and we have the metrics we seek to better understand how our contract program is performing.	*
67	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.)	Envirosight proposes a 1.5% administrative fee that will be payble to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that Envirosight is awarded a Contract.	*

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

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	 Sewer inspection crawlers: The world's most trusted crawler brand, ROVVER X, answers any inspection challenge with steerable 6-wheel drive, tool-free wheel changes, and a modular design. It accepts accessories like a motorized camera lift, large-diameter carriage, side scan camera and laser profiling probe. With powerful controls, an operator can access any function via touchscreen, log observations and generate reports. Online updates keep you equipped with the latest software-driven features, while onboard diagnostics help reduce downtime and repairs. Compact and efficient, ROVVER X easily travels to remote job sites. Lateral launch sewer inspection crawlers: Our lateral launch crawler system locates cross bores and illicit flows with unrivaled speed, range and pushing force, plus three onboard cameras. Sewer inspection vehicles: We build sewer inspection truck bodies that keep crews safe, productive and ready for any challenge. Our truck builds spare no amenity and work with a wide range of chassis/power options. Sewer zoom survey camera: The wireless Quickview airHD rapidly assesses mainlines to determine where CCTV, cleaning or rehab is needed. Push camera: The Verisight Pro+ push camera inspects laterals and clean-outs, offering digital recording, defect logging and available pan/tilt camera. Jetter nozzle camera: Sewer jetting crews can clean, assess line condition and verify results with the wireless Jetscan HD video nozzle. Automated manhole inspection system: The fully automated Cleverscan captures sidewall imagery and a 3D point cloud, with powerful tools to view and measure results. Sewer inspection software: WinCan software is the industry-leading software platform for sewer inspection and asset management, with special capabilities for artificial intelligence (Al), GIS mapping, municipal enterprise software integration, and could-based workflows. 	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Sewer inspection equipment Sewer inspection trucks Sewer inspection software Asset management software Manhole inspection Sewer cleaning nozzles Drain inspection cameras Push cameras Cross-bore location Lateral launch inspection Sewer rehabilitation	*

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	
70	Video, imaging, scope, and sensor equipment	© Yes ○ No	Envirosight offers equipment to visually inspect sewer and stormwater infrastructure, including mainline inspection crawlers; lateral launch crawlers; sewer inspection vehicles; push cameras; zoom survey cameras; HD video nozzles; automated manhole inspection systems; and software for sewer inspection and sewer asset management. In addition, the company offers crawler accessories used to perform laser profiling and side scanning.	*
71	Flow and leak testing, detection, and monitoring equipment and tools	C Yes ⓒ No	N/A	*
72	Underground infrastructure rehabilitation equipment	© Yes	Envirosight offers equipment to repair sewer and stormwater infrastructure, including point repair sleeves and the equipment used to install them; small- and large-diameter sewer rehab cutters; drain jetting camera systems; and equipment for curing CIPP rehab liners using LED light.	*
73	Products, accessories, supplies, parts, technology, software, and services related to the offering of the solutions in questions 70-72 above	© Yes ○ No	In support of the inspection and repair equipment it sells for sewer and stormwater infrastructure, Envirosight offers parts and accessories; maintenance and repair services; operator and service technician training; equipment rental; customer support (via phone, email and on-site); software for data collection, management, analysis and reporting; and consultation.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
	Describe the compatibility of any software products offered with industry hardware.	Envirosight software products are compatible with a variety of industry hardware platforms. WinCan, the primary software for use with Envirosight products, is compatible with most inspection equipment including IBAK, CUES, and ARIES to name a few.	*
	Describe the compatibility of any hardware products with industry software.	Envirosight hardware products are compatible with a variety of infrastructure database software products. Rovver X is compatible with software packages such as Pipe Logix, POSM, Pipe Tech, IT Pipes, and Granite Net and can be easily adapted to virtually any software platform in the industry.	

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

Line Item 76. 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 UPLOADS 1 PRICING.zip Friday December 03, 2021 14:48:46
 - Financial Strength and Stability UPLOADS 2 FINANCIAL STRENGTH AND STABILITY.zip Friday December 03, 2021 11:20:07
 - Marketing Plan/Samples UPLOADS 3 MARKETING PLAN AND SAMPLES.zip Friday December 03, 2021 11:20:51
 - <u>WMBE/MBE/SBE or Related Certificates</u> UPLOADS 4 WMBE MBE SEB OR RELATED CERTIFICATES.zip Friday December 03, 2021 11:22:34
 - Warranty Information UPLOADS 5 WARRANTY INFORMATION.zip Friday December 03, 2021 11:22:51
 - <u>Standard Transaction Document Samples</u> UPLOADS 6 STANDARD TRANSACTION DOCUMENT SAMPLES.zip Friday December 03, 2021 11:27:08
 - Upload Additional Document UPLOADS 7 UPLOAD ADDITIONAL DOCUMENT.zip Friday December 03, 2021 11:27:32

Addenda, Terms and Conditions

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;
 - 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

DocuSign Envelope ID: 6DBB730C-DA8A-4196-AAC5-F1410DEB5BF1

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. - Michael Dahlmann, CEO/Owner, Best Equipment Company, Inc.

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Underground_Infrastructure_Inspect_Equip_RFP_120721 Fri November 19 2021 11:33 AM	M	1

AMENDMENT #1 TO CONTRACT # 120721-EVS

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Envirosight LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services to Sourcewell and its Participating Entities, effective January 26, 2022, through January 17, 2026 (Contract).

The parties wish to amend the contract to update Suppliers pricing strategy.

NOW, THEREFORE, the parties amend the Contract as follows:

Lines 56 and 57 will each be modified to add: "Any services provided by Envirosight pursuant to this Agreement will be priced individually and may be eligible for discount on a case-by-case basis relative to the volume of work that is contracted."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell	Envirosight LLC	
Signed by:	DocuSigned by:	
By: Jeremy Schwartz	By: Andrew Wicker F9ECE2659929499	
Jeremy Schwartz, Chief Operating Officer	Andrew Wicker, Director of Sales	
Date:5/21/2025 2:12 PM CDT	5/21/2025 3:03 PM PDT Date:	



Envirosight #120721-EVS

Pricing for contract #120721-EVS is provided at 5% off list price to Sourcewell participating agencies.

Envirosight is placing a 5% surcharge on majority of our products in response to the presidential directive. In effect through April 15th, 2025, to September 15th, 2025. On September 15th, 2025, Envirosight will re-evaluate the surcharge. Envirosight reserves the right to continue implementing the surcharge after September 15th, 2025, if the presidential directive is still in effect.

REQUEST FOR COUNCIL ACTION



Date Action Requested: July 21, 2025

Order \square Ordinance \square Resolution \boxtimes Motion \square	Information \square	
No. 2025-3982		
Subject: Department of Land Conservation and Staff: Scot Siegel and Leanne Wagener		
Development 2025-2027 Housing Planning Assistance	Department: Community Development Department	
Grant	File No. n/a	
Business Session	Order On Agenda: New Business	

Is this item state mandated? Yes \boxtimes No \square

If yes, please cite the state house bill or order that necessitated this action: Oregon House Bill 2003 (2019)

Recommendation:

1. Adopt Resolution to approve an application for a Housing Planning Assistance Grant through DLCD to conduct a Housing Capacity Analysis.

Background: The 2025-2027 Housing Planning Assistance Grant allows the City of Newberg to conduct a Housing Capacity Analysis utilizing a DLCD provided consultant. In order to qualify for the grant, the City of Newberg must submit a resolution letter from the governing body of the City demonstrating support for the project. Applications and supporting materials for the grant are due by August 4, 2025. Pursuing this grant funding opportunity through DLCD is in line with Newberg City Council goal of administering a prudent fiscal policy.

This application is consistent with Resolution 3952 passed on October 21, 2024, when City Council moved to modify the deadlines for the City of Newberg to adopt a Housing Capacity Analysis and Housing Production Strategy, respectively, to 2027 and 2028, in compliance with state housing requirements, which was approved by DLCD on December 19, 2024.

Fiscal Impact: None.

Council Goals:

The proposed community project may align with the following goals:

• Goal 5: Implement a careful and prudent fiscal policy.

RESOLUTION No. 2025-3982



A RESOLUTION TO APPROVE AN APPLICATION FOR A HOUSING PLANNING ASSISTANCE GRANT THROUGH DLCD TO CONDUCT A HOUSING CAPACITY ANALYSIS

Re	rita	le•
Ne	cita	15:

l.	On October 21, 2024, City Council passed Resolution 3952 to modify the deadlines for the City of
	Newberg to adopt a Housing Capacity Analysis and Housing Production Strategy, respectively, to
	2027 and 2028, in compliance with state housing requirements, which was approved by DLCD on
	December 19, 2024.

The C	City of Newberg Resolves as Follows:
1.	Adopt Resolution to approve an application for a Housing Planning Assistance Grant through DLCD to conduct a Housing Capacity Analysis.
	ive Date of this resolution is the day after the adoption date, which is: July 22, 2025. ted by the City Council of Newberg, Oregon, this 21st day of July 2025
City R	ecorder
	by the Mayor this 21st day of July 2025.
вш К	osacker, Mayor

REQUEST FOR COUNCIL ACTION



Date Action Requested: (July 21, 2025)

Order 🗆	Ordinance	Resolution	Motion	Information ⊠	Proclamation
Subject: Scoping the will of council on the Rail Spur question				Staff: Will Worthey CM Department: Administration	
Work Session ⊠ Business Session □				Order On Agenda: New Business	

Is this item state mandated? Yes \square No \boxtimes

If yes, please cite the state house bill or order that necessitated this action:

However follow on actions would be controlled by ORS 823 & 824.

Recommendation:

Staff desires to scope the will of council on this item.

Executive Summary:

This presentation examines the possible steps and possible costs of removing the southern rail spur so that future grind and inlay repairs can be conducted more efficiently. This will be administratively challenging as ODOT rail ultimately has control of this "journey". This costs cannot be scoped without spending some research and legal dollars.

Fiscal Impact:

Potentially (and ultimately) the cost may be as high as \$600,000 to fully complete such a task. The true cost cannot be known without spending some research money as described in the presentation.

Council Goals:

Continuous Goal A: Ensure Newberg infrastructure (roads, water, city employees) is in good repair and supply.

Division 200 Applications

741-200-0010

Purpose

To provide procedures to apply for authority to construct, relocate, alter or close crossing.

Statutory/Other Authority: ORS 823 & 824

741-200-0020

Applications Required

Except where formal proceedings are initiated by the Rail and Public Transit Division of the Department and except as provided in OAR 741-110-0050 and 741-120-0040, an application for authority must be filed with the Department to:

- (1) Construct, relocate or alter a sidewalk, multi-use path or roadway across one or more railroad tracks at grade;
- (2) Construct or relocate one or more railroad tracks across a sidewalk, multi-use path or roadway at grade; or
- (3) Construct, relocate or alter a separated crossing of a sidewalk, multi-use path or roadway.

Statutory/Other Authority: ORS 184.616, 184.619, 823.011, 824.202 & 824.220

741-200-0030

Persons Who May Make Application

Pursuant to ORS Chapter 824, only a railroad company or the public authority in interest may file an application for authority to construct, relocate, alter or close a crossing.

Statutory/Other Authority: ORS 184.616, 184.619, 823.011, 824.202 & 824.220

741-200-0040

Form of Applications

- (1) Applications shall be filed on forms approved by the Department.
- (2) An original application and attachments must be filed with the Rail Division of the Department.

Statutory/Other Authority: ORS 184.616, 184.619, 823.011, 824.202 & 824.220

741-200-0050

Information to Accompany Application

Unless exceptions have been authorized pursuant to OAR 741-200-0060, each application shall be accompanied by an engineered plan (drawing). The plan shall include:

- (1) A vicinity map, drawn to scale, showing in detail the vicinity of the crossing, project site and surrounding area road grid. The map shall show:
- (a) The angle of intersection of the centerlines of railroad and roadway. In cases where such intersection is on a curved section of roadway or railroad, the angle of intersection shall be the angle formed by a tangent to the curve or curves at the point of intersection;
- (b) The right-of-way lines of the roadway and the railroad;
- (c) The location of all public and private crossings within the limits of the map;
- (d) The location of all structures or other obstructions to vision that are between approaching vehicles and trains:
- (e) The location of all signs and signals that govern the flow of rail or roadway traffic within the safe stopping distance and the location of all railroad signs and signals within the grade crossing approach circuit; and
- (f) Maximum distance of unobstructed view along the tracks, indicated by sight lines drawn from:
- (A) Points on the roadway 18 feet on each side of the centerline of the nearest track; and
- (B) Points on the roadway at the distance from the centerline of the nearest track in accordance with the table of safe stopping distances.
- (2) Drawings for Active Protective Devices. When active protective devices are to be installed or altered, a drawing (scale of 1 inch = 20 feet is recommended) shall be provided showing the location of proposed signal foundations in relation to distances from centerlines of highway and nearest railroad track. This drawing shall also show the proposed position of other related structures and devices such as guardrails, shoulders of roadway, curbs of roadway and part-time turn restriction signals.
- (3) Vehicle Traffic Signal Plan (if applicable) with Operation Description.
- (4) Roadway Profile. A profile showing, to scale, the grade of the roadway within the safe stopping distance on each side of the crossing.
- (5) Railroad Profile. A profile showing the track profile within 250 feet of the crossing.
- (6) Drawings for Separated Crossings. All applications to construct or alter separated structures shall include engineered drawings showing the vertical and horizontal clearances above and adjacent to the railroad tracks that will exist upon completion. Such clearances shall not be less

than those prescribed in CFR 646.212(a)(3) as stated in the Appendix to Subpart B of Part 646—Horizontal and Vertical Clearance Provisions for Overpass and Underpass Structures.

(7) Drawings for Undercrossings. All applications to construct or alter undercrossings shall include engineered drawings showing the clearances beneath the structure that will be provided for roadway use. Minimum clearances shall comply with AASHTO.

Statutory/Other Authority: ORS 184.616, 184.619, 823.011, 824.202 & 824.220

741-200-0060

Application Alternative

Upon approval of Rail and Public Transit Division management staff, certain requirements of OAR 741-200-0050 may be waived.

Statutory/Other Authority: ORS 184.616, 184.619, 823.011, 824.202 & 824.220

Statutes/Other Implemented: ORS 824.202

741-200-0065

Submittal Process

Application and application materials may be submitted electronically or in hard copy format.

Statutory/Other Authority: ORS 184.616, 184.619, 823.011, 824.202, 824.220, 84.022 & 84.025

741-200-0080

Assignment of Responsibility for Continuing Costs

Cost responsibility for the maintenance of facilities associated with any project for which an application is filed pursuant to these rules shall be assigned to a railroad or the public authority in interest.

Statutory/Other Authority: ORS 823 & 824

741-200-0090

Expiration of Authority to Construct Crossings

Authority to construct a crossing expires two years from the effective date of the Order granting such authority unless the authorized construction is substantially in progress within that period or within such additional period as may have been provided by Order of the Department.

Statutory/Other Authority: ORS 184.616, 184.619, 823.011, 824.202 & 824.220



Rail lines support the efficient transport of people and goods over long and short distances. Tracks go through city centers, urban, suburban and rural areas. Periodic crossings allow for other modes to move from one side of a track to another, facilitating a fluent, multimodal system. For that system to be effective the needs of each mode must be balanced and consideration must be given to safety, system efficiency, connectivity, and mobility, among other important goals. Atgrade rail crossings represent a multimodal issue requiring such balance and consideration. This document summarizes authorities, rules, regulations, and approaches for public at-grade rail crossings in Oregon.

Oregon State Rail Crossing Issues and Policies

The Oregon Department of Transportation (ODOT) is the regulatory agency responsible for public rail crossings in Oregon and must follow state statutes, rules and policies addressing safety, freight mobility, and local transportation system connectivity.

When there is formal interest to add a new crossing, or to modify or close an existing one, a review process is initiated. Applications are submitted to ODOT Rail and Public Transit Division, who will then work with applicants and affected railroads and road authorities.

Safety is the driving factor in assessing applications. Local movement needs also play a key role in decision making, such as when crossings provide important routes for local pedestrian, bicycle or vehicle circulation. As required by statute¹, ODOT must also examine opportunities to eliminate at-grade crossings, focusing on crossings that are redundant or have the greatest potential for conflicts between trains and other modes.² Consideration of project costs, available resources, expected benefits and local conditions may result in alternate approaches to closure. ODOT also considers environmental and community impacts and resources.³ See Table 1 for a full list of considerations.

Additional parameters set in administrative rule and statute also guide decisions:

- ♦ ORS 824.018 Grade Crossing Protection Account.
- ◆ ORS 824.204 Construction of New Grade Crossing.
- ◆ ORS 824.206 Alteration or Closure of Existing Grade Crossing.
- ♦ ORS 824.210 Construction of New Separated Crossing.
- ♦ OAR 741-200-0050 Engineered Plans and Vehicle Traffic Signal Plan.
- ◆ OAR 741-120-0020 Grade Crossing Construction and Maintenance.
- ¹ requires ODOT to eliminate at-grade crossings wherever possible.
- ² The Oregon State Rail Plan provides guidance concerning crossing closure prioritization.
- ³ The Oregon State Rail Plan instructs ODOT to consider environmental and community impacts in the decision-making process concerning rail transportation and at-grade crossing facilities or proposals.

Quick Facts

- Oregon has 1,876 public at-grade crossings and approximately 2,000 private at-grade crossings (ODOT regulates public at-grade crossings, plus the signage required for private crossings).
- Regulated crossings in Oregon encompass 30 railroads and over 200 road authorities.
- ◆ Crossing Orders are laws that not only specify what is to be constructed at a crossing, but they may also close crossings, suspend operations of railroads or road authorities, levy fines, authorize investigations, and authorize changes to Oregon Administrative Rules.



Key Contact

CCD Rail Crossing Unit

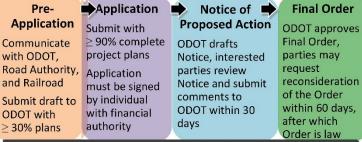
Phone: 541-250-6788

Recommendations for Rail Crossing Applicants

When there is interest in adding a new at-grade crossing, or modifying or eliminating an existing one, you should follow this process:

- Identify the need: A road authority (i.e. city, county, or ODOT), railroad, or ODOT's Rail Crossing section, identifies a need, which may be through routine internal processes or through investigations requested by the public.
- Understand the process: Consult with ODOT's Rail Crossing Section to determine whether a rail crossing application is appropriate and to clarify roles and responsibilities of the applicant, ODOT, railroad or public road authority.

Figure 1: Crossing Order Process Summary



Order process takes about 3 months (more with issue negotiation)

Administrative hearing process (only if issues cannot be resolved)

- Only a public road authority, railroad or ODOT may apply for a new crossing, existing crossing modification or closure.
- Submit an application: Applicants may submit a draft application as early as 30% complete project plans or anytime thereafter.
 - o Complete Railroad-Highway Public Crossing Safety Application (form 9202).
- Participate in the decision making process: ODOT reviews application, facilitates negotiations between the applicant, affected
 railroad and road authority to address right of way, crossing configuration, appropriate warning devices, and other issues
 during the application process (see Figure 1), and issues a decision.⁴

Recommendations for Rail Crossing Applicants

The ODOT Rail Crossing Section reviews applications for new crossings and the alteration, relocation or closure of existing crossings. Table 1 lists the items ODOT considers during application review.

Assessment of new crossings includes identifying if a new facility can be grade-separated or not and consideration of public safety, convenience, and general welfare. For existing crossing alterations, relocations, and closures, ODOT also considers the necessity of the change (see Table 1).

New crossings are considered from a corridor perspective, as appropriate. When reviewing new crossing proposals, ODOT will look for opportunities to reduce safety risks within the corridor through mitigation strategies at existing crossings.

Upon application review, if the public road authority, railroad, and ODOT all agree to proceed, ODOT will draft a Notice of Proposed Action for review by the Crossing Section Manager and all interested parties (railroad, public road authority, and other interested parties). If the parties do not agree to move forward, but the applicant wishes to pursue the project, an administrative hearing process is available.

Additional Resources

Find more detail on rail crossing policy, planning, and implementation at the resources listed below:

- ♦ Oregon State Rail Plan.
- ♦ ODOT Rail Crossing Safety Section.
- ♦ Contested Case Hearing Rules ORS 183.
- ♦ Federal Highway Administration Grade Crossing Handbook.

Table 1: Crossing Proposal Considerations

Public Safety

Public Safety	General Welfare
Train/Vehicle exposure-speed, length and frequency	Emergency vehicle impacts
Train/Vehicle collision history	Land use impacts
Potential Train/Vehicle Conflicts	Economic impacts
Physical features	No train horn
Mix of motor vehicles	Reduced liability
Driver behavior	
Public Convenience	Necessity*
	· ·
Traffic Circulation	Safer Alternate Access
Traffic Circulation Max. Freight Mobility	Safer Alternate Access Land Use
Max. Freight Mobility	Land Use
Max. Freight Mobility No Modal Conflicts	Land Use
Max. Freight Mobility No Modal Conflicts Blockages	Land Use
Max. Freight Mobility No Modal Conflicts Blockages Public mobility and efficiency	Land Use

Conoral Wolfard

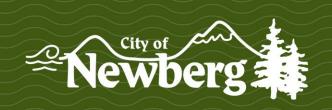
^{*}Necessity considerations are only applicable during review of existing crossing modification or closure proposals.



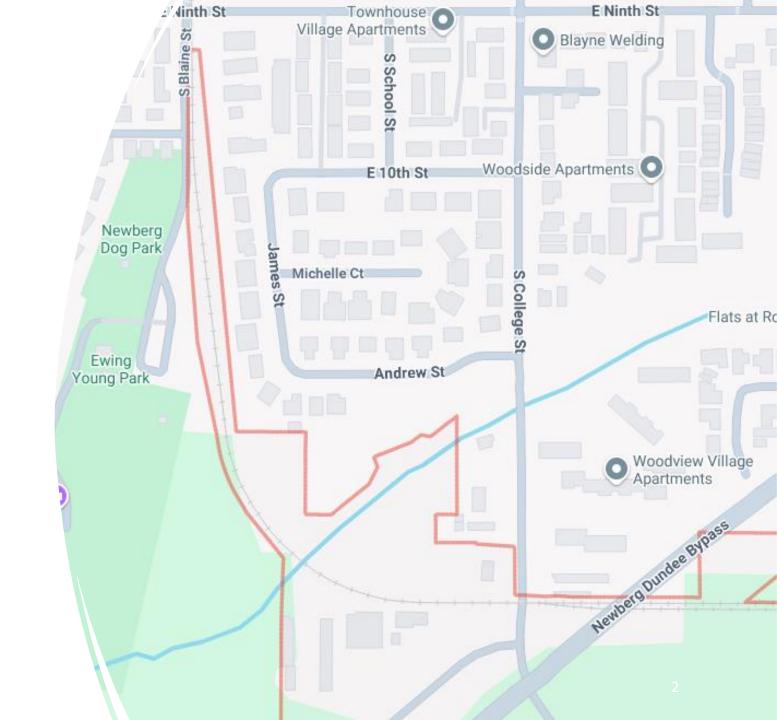
⁴ For a complete description of the application process, including application issue resolution, Proposed and finalized Orders, and administrative hearings, see CCD Order Process Guide.

Working to Remove the Southern Rail Spur

Assessing the will of council

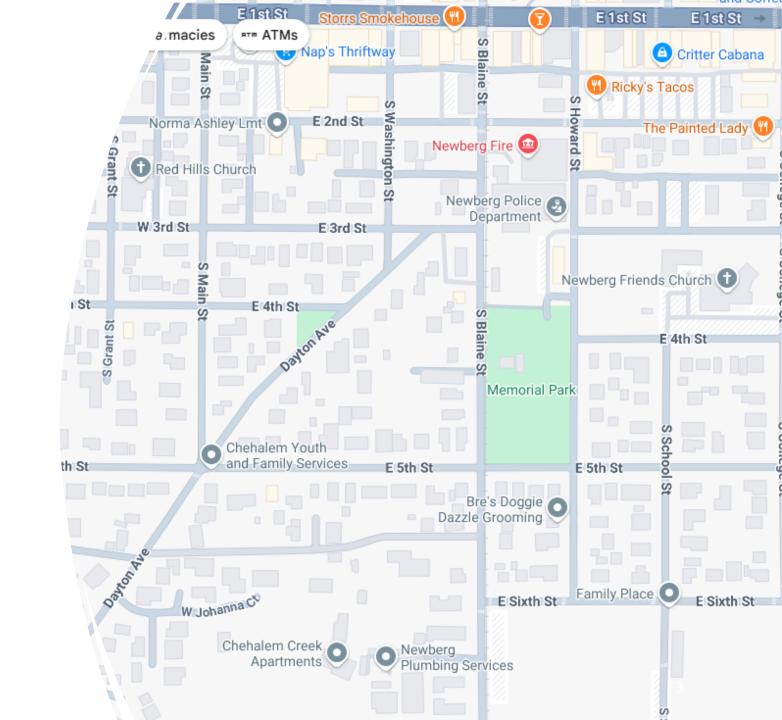


First what Rail spur are we talking about? Here is the Southernmost bit:



Here is the bit that runs up to 1st street.

Basically, up Blain Street:





Where does this question come from?

Staff can see the advantages of seeking to remove the rail spur at least from the CDC owned property line to the railroad crossing at highway 99 (the junction of 1st street and S. Blaine Street).

This would enable the city to conduct grind and inlay repairs to the impacted streets with greater economy. Staff would like to see if this is something that council would like us to formally explore.



What steps and at what cost?

I have included an extract from OAR 741-200-X that illuminates the steps that are needed to try to close / remove a rail line.

Within the framework of ORS Chapter 824, only a railroad company or the public authority in interest may file an application for authority to construct, relocate, alter or close a crossing.

So we can ask...



The action would begin with ODOT-rail. Given ODOTs customary efficiency we can assume that if we make an ask it will take at least a year to get any meaningful response.

This would be the first step and as a curtesy we would inform Community Development Corporation (CDC) of our intent. I would anticipate that this stage would generate some legal expenses perhaps \$5000 and would use up maybe 10 hours of staff time working with ODOT rail management. Maybe 5 hours of GIS staff time making the required maps?

I also anticipate perhaps \$50,000 of engineering work to meet all the ODOT requirements (wild guess at this stage).



With ODOT approval on their forms I assume that we would then enter some sort of dialog with the railway itself – this is unclear to me at this time.

"741-200-0040 Form of Applications

- (1) Applications shall be filed on forms approved by the Department.
- (2) An original application and attachments must be filed with the Rail Division of the Department"

CDC might be unresponsive as usual, or they might file an appeal in opposition.



Assuming that the process works out and ODOT rail approves we could then scope the cost of removing the rail lines.

I have no experience in this arena and do not know how this would compare to conventional grind and inlay or rebuild work.

Perhaps \$6000 per 1000 square feet for removal??

Grind and inlay would need to follow removal to make for a smooth ride. TUF funds and conventional transportation dollars could be spent.



So that represents my thoughts right now.

Should we spend money and time scoping this? I thought this would be a good thing for council to discuss.

Questions (I don't have many answers yet)?

Rachel Thomas

From: noreply@revize.com

Sent: Wednesday, July 16, 2025 10:16 AM

To: City Recorder

Cc:

Subject: New Public Comment

This email originated from outside the City of Newberg's organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Date = 2025-07-21

Meeting-Body = City Council

Agenda-Item = 7.4 Rail Spur

Subject-Matter-to-Comment-On =

Name = jim talt

Representing =

Email-Address =

Phone Number =

Contact-Info-release[] = Yes

Is-this-a-public-hearing[] = Yes

Written-or-Spoken[] = Written

Written-Comment = Councilor Kilburg

I see the Southern Rail spur is agenda item 7.4 for the 7/21 council meeting. Following are some thoughts that I hope may be helpful in some small way.

The rails from the Ewing Young Park entrance to the 'Old Mill' sit on lands owned by Newberg Inc, i.e. the mill site owners. These are the rails that cross College Street and River Street in the Urban Renewal Area south of the bypass and that we discussed in the NURA Citizens Advisory Committee.

The railway access is a listed selling point in the sales brochure for the Old Mill industrial site. Newberg Inc. will not agree to lose that rail access which would be the result of the City of Newberg removing the Blaine Street rail portions.

Therefore it seems best not to expend any City of Newberg resources on this agenda proposal until the mill site sells and the buyer's industrial use plans are known.

The likelihood of a future buyer actually wanting rail access is low. The future industrial owner might be willing to give it up if they don't need it AND if they can get some advantage from either selling it or donating it to CPRD and City of Newberg.

If the future owner did not need rails and would give up those rail lands, perhaps the portion adjoining Ewing Young could go to CPRD to facilitate widening the parks entrance and providing an additional trail to the river area.

And if the rail portions that cross South College St and River Street were taken-over by City of Newberg

and the rails removed, then no need for the expensive new rail crossing listed in the Newberg Urban Renewal Plan at River Street thus saving big \$\$ for NURA.

As always, thank you again for your time and service to our city.

Regards,

jim talt

Client IP = 73.37.97.58