

Resolution No. \_\_\_\_\_

A resolution accepting the terms of a cooperative purchasing master agreement for roadway paving equipment for the Department of General Services.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County ("Metro") to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between Sourcewell, a state of Minnesota public entity, and ST Engineering LeeBoy, Inc.; and,

WHEREAS, this master agreement was requested by the Department of General Services but is available to all Metro Departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of the Metropolitan Government of Nashville and Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between Sourcewell, a state of Minnesota public entity, and ST Engineering LeeBoy, Inc., a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

INTRODUCED BY:

Dennis Rowland  
Dennis Rowland  
Purchasing Agent

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO AVAILABILITY OF FUNDS:

\_\_\_\_\_  
Member(s) of Council

Jenneen Reed  
Jenneen Reed, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

*Juan V. Ortiz-Morales*  
\_\_\_\_\_  
Assistant Metropolitan Attorney



# Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email [zak.kelley@nashville.gov](mailto:zak.kelley@nashville.gov).

## Departmental Information

**What is your name?** Grace Wichert

**What is your department?** General Services- Office of Fleet Management

**What is your email address?** grace.wichert@nashville.gov

**What is your phone number?** (615) 862-5084

**In addition to your department, will other Metro departments be utilizing this cooperative?** No.

**If other Metro departments will be utilizing this cooperative, list them here:** Metro-Wide

**How much do you estimate spending on this cooperative contract?** 1000000.00

## Cooperative Information

**What is the cooperative entity?** Cooperative - Sourcewell.

**What is the lead agency?** Sourcewell

**Who is the supplier?** ST Engineering LeeBoy, Inc. (Power Equipment)

**Is the supplier registered in iSupplier?** Yes.

**If yes, what is the supplier's ISN?** 264

**What is the contract number?** 06122-VTL

**When did the contract start?** Wednesday, August 3, 2022

**When does the contract end?** Saturday, August 1, 2026

**What was the solicitation method for this contract?** RFP - Request for Proposal.

**What is the good/service that this cooperative will be utilized to purchase?**  
Roadway Paving Equipment

**Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?**

Utilizing this pre-negotiated contract will provide Metro a quick and viable option to procure specialized road paving equipment needed to maintain roadways. The pre-negotiated contract provides a volume discount, utilizing Sourcewell's buying power while saving time and easing the burden and workload on Procurement.

**Upload the original contract from the lead agency.**

 LeeBoy Contract 060122.pdf

 060122-VTL - Price Information.pdf

**Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?** No.

**This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.** Yes.

**I accept the terms of this contract without exception.** Yes.

**Upload the formal solicitation (RFP/ITB) from the lead agency.**

 RFP and Addendums-Roadway Paving....pdf

 Proof of Publication-Roadway Paving ... .pdf

 Proposal Opening Record-Roadway P... .pdf



Prop. Eval.-Roadway Paving 060122.pdf



Comment and Review-Roadway Pavin... .pdf



Board Resolutions.pdf

**This solicitation was advertised, open, and unrestricted.**

Yes.

**I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request.**

Yes

**I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.**

Yes



## Cooperative Request Review

This cooperative request for roadway paving equipment from ST Engineering Leeboy INC via Sourcewell contract #060122-VTL is recommended for approval.

The anticipated project value is **\$1,000,000.00**. The estimated savings to Metro via this cooperative is **\$115,071.00**.

The cooperative was requested by **General Services**; use will be available to all Metro entities.

Council approval of the master agreement is required.

### Legal Justification

**T.C.A. § 12-3-1205 & MCL 4.12.093** authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by Sourcewell; the lead agency is Sourcewell. Sourcewell is a public institution in Minnesota that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 18 offers**.

### Regulatory Justification

**R4.12.090.05** of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for supplies and products. This meets the standard as defined by the regulations.

### Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**10% off MSRP**) leverages both the scale of Sourcewell membership and the competition of 18 offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$115,071.00.**

### Impact on Minority & Women Owned Businesses

This cooperative is primarily for goods, so the equal business opportunity program would likely not apply if Metro issued a competitive solicitation. Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Zak Kelley  
04/30/2025



### Cooperative Request Signature Form

<b>Co-Op Request Number</b>	c2025078
<b>Date Received</b>	April 30, 2025

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

*Dennis Rowland*

\_\_\_\_\_  
**Dennis Rowland**  
**Purchasing Agent & Chief Procurement Officer**

4/30/2025 | 12:50 PM CDT

\_\_\_\_\_  
Date Signed



**Solicitation Number: RFP #060122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ST Engineering LeeBoy, Inc., 500 Lincoln County Pkwy. Ext., Lincolnton, NC 28092 (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 Roadway Paving Equipment 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 August 1, 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 tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product 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 or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract 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, 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. 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 liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:  
\$2,000,000

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

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by 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 cannot 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.

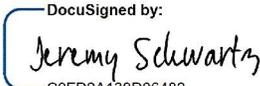
## **22. CANCELLATION**

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.

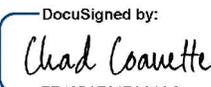
Sourcewell

ST Engineering LeeBoy, Inc.

DocuSigned by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 7/29/2022 | 12:57 PM CDT

DocuSigned by:  
  
 By: 662FBEB616DF419...  
 Jay Horn  
 Title: CFO  
 Date: 8/3/2022 | 4:08 PM CDT

Approved:

DocuSigned by:  
  
 By: 7E42B8F817A64CC...  
 Chad Coquette  
 Title: Executive Director/CEO  
 Date: 8/3/2022 | 8:35 PM CDT

# RFP 060122 - Roadway Paving Equipment

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## Vendor Details

Company Name: LeeBoy  
Address: 500 lincoln county Pkwy ext  
lincolnton, North Carolina 28092  
Contact: Bryce Davis  
Email: davisbl@leeboy.com  
Phone: 980-525-6002  
HST#:

## Submission Details

Created On: Tuesday April 19, 2022 09:07:25  
Submitted On: Friday May 27, 2022 12:55:08  
Submitted By: Bryce Davis  
Email: davisbl@leeboy.com  
Transaction #: 14cecec9-2012-4daa-9fe9-326f546d0a18  
Submitter's IP Address: 216.75.248.20

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**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")	ST Engineering LeeBoy, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	LeeBoy, Rosco, LeeBoy Performance
4	Provide your CAGE code or Unique Entity Identifier (SAM):	LeeBoy does not need a CAGE code nor a Unique Entity Identifier. However, LeeBoy's carries a DUNS number (09-125-6297) for federal government use.
5	Proposer Physical Address:	500 Lincoln County Pkwy Ext, Lincolnton, NC 28092
6	Proposer website address (or addresses):	<a href="https://www.leeboy.com/">https://www.leeboy.com/</a>
7	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):	Jay Horn, CFO, 500 Lincoln County Pkwy Ext., Lincolnton, NC 28092, <a href="mailto:jay.horn@leeboy.com">jay.horn@leeboy.com</a> , 704-966-3317
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Deanna Saunders, Inside Sales, 500 Lincoln County Pkwy Ext., Lincolnton, NC 28092, <a href="mailto:deanna.saunders@leeboy.com">deanna.saunders@leeboy.com</a> , 704-966-3371
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lee Huss, Sales Engineer, 500 Lincoln County Pkwy Ext., Lincolnton, NC 28092, <a href="mailto:lee.huss@leeboy.com">lee.huss@leeboy.com</a> , 704-966-3329

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>B.R. Lee Industries, Inc. (LeeBoy) was founded in 1964 in Denver, North Carolina, by B.R. Lee. Over the past 58 years Leeboy has dedicated itself to have the best value available for road maintenance equipment. In 1970, LeeBoy evolved from its successful pull-type paver design to its first self-propelled tilt-hopper. B.R. Lee and his family continued the tradition of quality and innovation that the commercial paving contractors had come to count on. In the 1980's Leeboy expanded its product line to include rollers, graders, asphalt maintainers, and trailer-mounted asphalt distributors to create an all-encompassing paving product package. Then, the LeeBoy product grew with the innovation of the 8500 asphalt paver series which included the industry leading legend screed system. In 2001, Exponential growth continued with the purchase of Athey force feed loaders and the Rosco road maintenance products. Giving LeeBoy the greatest lineup of paving, grading, and road maintenance equipment in the road construction industry.</p> <p>LeeBoy's sales team of individuals have a collective 100 plus years of industry experience with the objective to address not only the machinery but the customers as well. With all the experience and passion given LeeBoy delivers what the customer expects. The most important goal for LeeBoy is to uphold its worldwide reputation of providing quality products to every customer at the best value available.</p> <p>The LeeBoy vision is fueled by listening to those who can provide the most candid feedback. LeeBoy will always provide paving contractors with simple, functional, affordable, and reliable equipment. All built with the paving professionals in mind.</p>

11	What are your company's expectations in the event of an award?	In the event LeeBoy receives an awarded contract this will be our number one sales tool in driving our municipality sales in both the United States and Canada. LeeBoy will continually educate both LeeBoy's territory managers and LeeBoy's authorized dealerships. We have a national accounts manager that will make sure our product, parts, and services surpass all Sourcewells expectations.	*
12	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.	LeeBoy's financial report and credit references are attached. The financial report includes financial highlights, director's statements, independent auditors report, consolidated income statement, balance sheets, and statements of changes in equity.	*
13	What is your US market share for the solutions that you are proposing?	LeeBoy holds the number one commercial class asphalt paving market in the United States. LeeBoy's commercial market share has always ranged from 50% up to 70%-year end and out.	*
14	What is your Canadian market share for the solutions that you are proposing?	LeeBoy's Canadian market share for commercial class asphalt pavers has always been around 50%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, LeeBoy has never petitioned for bankruptcy protection in our 58 years of being in business.	*
16	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?	LeeBoy is best described as manufacturer of road maintenance and paving equipment. LeeBoy offers over 30 unparalleled road maintenance paving equipment. LeeBoy's dealers are thriving self-governing businesses that are in both North America and Canada. Each dealership has a LeeBoy territory manager that keeps the dealers up with the latest products and sales tools. Our dealerships help deliver products to any contractor or municipality.	*
17	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.	LeeBoy is not required to hold any licenses or certifications to pursue business contemplated by the RFP. However, LeeBoy has an ISO 9001 certification that ensures our products and services exceeds the necessary standards and demonstrates continuous improvements. Also, LeeBoy holds a truck dealer license in order to sale our distributor trucks to our end users.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There have been no "Suspension or Debarment."	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>There are too many awards to list over the past five years. Below are just a few of our awards that were awarded to LeeBoy.</p> <p>Contractor's choice awards by roads and bridges media. For five consecutive years we have been awarded the small asphalt paver class award along with a few other awards.</p> <ul style="list-style-type: none"> <li>• 2016 Asphalt pavers –small</li> <li>• 2017 Asphalt paver small</li> <li>• 2018 Asphalt paver small</li> <li>• 2019 Asphalt paver small</li> <li>• 2020 Asphalt paver small</li> <li>• Asphalt screed</li> <li>• Road patching</li> <li>• Motor grader</li> <li>• Concrete curb and gutter</li> </ul> <p>Asphalt contractor magazine has chosen the top 30 editor's choice award, Products have been tested by end users that say they cannot work without these machines. During this 5-year period we have been awarded on the pavers below.</p> <ul style="list-style-type: none"> <li>• 8530 Asphalt paver</li> <li>• 8515E Asphalt paver</li> <li>• 5300 Asphalt paver</li> </ul> <p>LeeBoy has several awards regarding the factory and the community.</p> <ul style="list-style-type: none"> <li>• Three consecutive years of NC Department of Safety Achievement.</li> <li>• American Cancer Society "Relay for Life"- top funding team.</li> <li>• Association of Equipment Manufacturers "I Make America"- Recognition of outstanding contribution to the people and communities of the equipment manufacturing industry.</li> <li>• ST Engineering "President Award"- Most outstanding financial achievement.</li> </ul>
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 30-35% of LeeBoy's sales are to government sectors in the past 3 years.
21	What percentage of your sales are to the education sector in the past three years	Approximately 2-5% of LeeBoy's sales are to educational sectors in the past 3 years.
22	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?	LeeBoy primarily uses the Sourcewell contract as our one and only way to promote municipalities. LeeBoy used the STS contract for one state until they transferred to the Sourcewell contract. Several of LeeBoy's dealers hold various contracts to help promote municipality's sales, but their primary way to acquire municipalities is through Sourcewell.
23	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?	LeeBoy no longer holds any GSA contracts. Five years ago, the contract expired, and we made the decision to only use the Sourcewell contract.

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Los Angeles	Joe Castaletta	323-526-9204
Holmes County	Andy Tharpe	850-326-2423
DE Department of Transportation	George Unkle	302-760-2407

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** 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 *	
Stephens County District 1	Government	Oklahoma - OK	Road Work	Two Machines	\$239,938.75	*
Lea County	Government	New Mexico - NM	Road Work	Two Machines	\$600,000.00	*
Gibson County	Government	Tennessee - TN	Road Work	One Machine	\$235,396.00	*
EI Dorado County	Government	California - CA	Road Work	One Machine	\$258,524.00	*
City of Portland	Government	Oregon - OR	Road Work	One Machine	\$221,582	*

**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 *
26	Sales force.	LeeBoy sales force includes a combined effort of sales and field team members, inside sales team, and the marketing department. The sales and marketing team has 13 current members. Out of the 13 members LeeBoy’s territory managers consist of 9 members. These nine territory managers help manage all 51 United States and Canada dealerships. Each dealership has multiple locations in the surrounding area and states. LeeBoy’s territory managers are responsible for building not only dealer relationships but customer relationships as well. They will educate, advise, and support any contractor or municipality not only during the sale, but after as well.
27	Dealer network or other distribution methods.	LeeBoy has a prestigious dealer network that is vital to the success of our company. We currently have 55 dealers with a total sales force of 500 plus in the field promoting LeeBoy. Our authorized dealerships have a LeeBoy territory manager that assists in all contractor and municipality sales.
28	Service force.	LeeBoy’s service team has 26 current members with a mix of inside and outside team member. These members work with our dealer network servicing and supporting all our products and customers. Our product support representatives help assist both the end users and the dealer technicians. LeeBoy’s dealer network has 55 current dealers with well over 800 service members in the field supporting and providing parts. The service team preforms rebuilding existing equipment and assisting the end user to be productive and profitable. LeeBoy has a rapid response team that is available all day and night.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Whenever a contractor or municipality wants to place an order through Sourcewell. The municipality should contact their local LeeBoy dealer. The dealer will then contact LeeBoy’s territory manager for a quote. Once the quote is completed by the proper inside sales representative. The quote will then be sent back to both the territory manager and the dealer. Whenever the contractor or municipality accepts this quote, it will then be sent back to LeeBoy to process the order.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	LeeBoy’s dealer network should be able to respond to any need within twenty-four hours if not sooner. If a complication occurs on a machine which results in a manufacturing defect LeeBoy will cover the cost of within our two-year machine warranty. LeeBoy supports product training, troubleshooting, online diagnostics, and parts. LeeBoy assist dealer network with both the territory managers and product support representative.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	LeeBoy will provide all products and services to all 50 states in the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	LeeBoy will provide all products and services to Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	LeeBoy will support any geographical region in the United States and Canada. There are no limitation serving sourcewell members.
34	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?	LeeBoy is honored to serve all Sourcewell members within the United States and Canada.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no requirements or restrictions when serving Sourcewell members in Hawaii and Alaska. LeeBoy has local dealers in both states to support both contractors and municipalities.

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	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.	LeeBoy is involved in an average of 7 national trade shows a year along with local trade shows with all Dealers totaling as many as 100 shows a year. Promotional and Marketing items used but not limited to, Equipment Brochures, Ad's, website (www.LeeBoy.com), Facebook, Twitter, Linked In, Instagram, YouTube, Webinars, signage, dealer open house events, dealer demo events, LeeBoy university training classes and sales school, and promotional sales and marketing videos. see link for Sourcewell video. <a href="https://www.youtube.com/watch?v=XBxNQ183ZKE&amp;t=27s">https://www.youtube.com/watch?v=XBxNQ183ZKE&amp;t=27s</a> Please see uploaded Form "A #36 Marketing Examples" to analyze how LeeBoy promotes the Sourcewell contract.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	LeeBoy currently has 1 website, www.LeeBoy.com. We work to make improvements and updates constantly to help the customer educate themselves about the product offerings like adding resources and videos. Our websites have links to Sourcewell and tools to help educate about the benefits of this tool. Facebook will be utilized to help with the social media aspect. LeeBoy is committed to stay on top of the latest technology.
38	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?	In the event of an awarded contract LeeBoy recognizes Sourcewell as a partnership rather than relying on Sourcewell to promote our products. However, LeeBoy immensely appreciates Sourcewell's marketing presence. We will continue to use Sourcewell's marketing material to promote all government, educational, and not-for-profit contract along with rental contracts as well. Continually uplifting our sales force to utilize Sourcewell. We will continue to educate our sales force and how to utilize Sourcewell and the available tools. LeeBoy has been selling equipment through Sourcewell for 16 years. During this time LeeBoys territory managers and dealers have gained a substantial amount of knowledge regarding Sourcewell. One of our goals is to make it easier for the end user to do business with LeeBoy. The other goal is to continually educate the end user and the dealerships about Sourcewell through sales schools, dealer events, and customer events.
39	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.	LeeBoy does not offer an e-procurement ordering process. LeeBoy's customers have different needs depending on the geographical region. This creates customization of equipment to satisfy their needs. Nevertheless, we use an e-quote for efficiency. However, LeeBoy is always looking for new ways to update our ordering and payment processes through technology.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	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.	Once a machine is purchased and the product is delivered, we offer operator training on every sale. With this training we will have either a LeeBoy territory manager or a LeeBoy rapid response personnel on the job to discuss safety and proper methods for application and operations of the machinery. During this training we will start with the overview and safety of the machine. Then the setup of the machine followed by the startup of the machine and go through the basic operations and best practices. In closing, we will discuss the proper maintenance required to maintain the equipment for the best long-term value of the equipment.
41	Describe any technological advances that your proposed products or services offer.	LeeBoy is a market leader in the commercial class pavers for well over 25 years. During this time, we have always been on the leading edge with innovation and technology improvements. We have reduced the amount of energy required to maintain the screeds heat through an automatic temperature-controlled device. Remote monitoring (Telemetric) is available to monitor how the machine is performing and determines when your machine needs maintenance. We have a wireless self-loading brush for the NV55 broom. A hot oil system installed on a distributor truck that reduce the amount of time to apply bitumen and creates less wear on the pump. Centralized manifold for ease of access and maintenance, and a wireless in truck controls for ease of operation on our tack tanks.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At LeeBoy we are committed to creating a better world. We have taken the initiative to continually develop products with fewer emissions. Since 2013 our overall waste reduction is 65%. Below are some actions that LeeBoy took upon itself to reduce waste and emissions at the factory.</p> <ul style="list-style-type: none"> <li>• Purchased solvent recycling system for paint operations.</li> <li>• Purchased more efficient paint control system.</li> <li>• Improvements to product life cycle.</li> <li>• Hundreds of recycling containers throughout production and offices.</li> <li>• Recycled scrap metal</li> <li>• Recycled oil</li> <li>• Recycled cardboard</li> <li>• Recycled batteries</li> <li>• Recycled computers</li> <li>• Collection of aerosol cans for proper disposal.</li> <li>• Replacing all lighting will LED bulbs.</li> <li>• Purchased water treatment plant to clean our wastewater.</li> </ul> <p>ST Engineering has reduced greenhouse gasses by 71% in ten years. We are on track to reduce another 70% in the next ten years.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>LeeBoy proudly holds an ISO 9001: 2005 - ASQ/ANSI/ISO 9001:2015 certificate. The scope of this certificate is the Design and Manufacturing of:</p> <ul style="list-style-type: none"> <li>• Construction Equipment</li> <li>• Maintenance Equipment</li> <li>• Specialty Vehicles</li> </ul> <p>One example for the ISO 90012015 is ISO code Number 20 / 18 / 15: Certified cleanliness of new hydraulic oil straight from the manufacturer.</p> <p>LeeBoy has an NEC permit for the discharge of water, and an air permit from NC Department of Environmental Quality.</p>
44	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.	<p>Monroe Tractor is one of our authorized dealers, which is a woman owned business. We have several small business dealers, along with several veteran owned dealers.</p> <p>A few of our veteran owned businesses are:</p> <ul style="list-style-type: none"> <li>• Mid-South Machinery</li> <li>• Nixon-Egli Equipment</li> <li>• ROMCO Equipment</li> <li>• Closner Equipment</li> <li>• ASCO</li> <li>• Founder of McLean Company</li> <li>• Founder of Hoffman</li> <li>• Founder of Richmond Machinery</li> <li>• Founder of Allied Machinery</li> <li>• Founder of PAPE Machinery</li> </ul> <p>At LeeBoy we have an Affirmative Action Plan. This is used to focus heavily on the recruitment of women, minorities, and veterans.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>LeeBoy has many unique attributes that are not only offered with our products but our services as well. We believe in providing equipment with the best overall value available. Always leading the way with quality and innovation for over 58 years.</p> <ul style="list-style-type: none"> <li>• Having a dealer network with sales, parts, and local service support in all 50 states and in all of Canada.</li> <li>• We have one of the largest sales and production support team in the field of any of our competitors.</li> <li>• Product warranty are unlimited hours, no restrictions during the time of warranty. Our warranty is based on the initial date of service. With unprecedented industry leading two full years of warranty protection for the end user.</li> <li>• Our products are designed and built with the operator in mind for the ease to operate and maintain the equipment.</li> <li>• We offer end users product service training in the winter and spring across the country in various locations each year. This includes customer maintenance and operation training along with helpful tips and best practices. The training is an open forum base where if specific questions or concerns arise it can be addressed at this time. LeeBoy offers this training year around online.</li> <li>• LeeBoy has the best return on investment in the commercial class asphalt paver market. With all our other niche products LeeBoy supports the municipality customers for the life of the machine from any local dealership, and on second to none 24/7 dealer factory support.</li> </ul>

**Table 9A: 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 *
46	Do your warranties cover all products, parts, and labor?	Yes. Warranty document is attached in the uploaded section.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. the warranty is not restricted on hour usage. LeeBoy warrants any defect in the machine when the machine is used as properly designed. Please refer to the uploaded warranty document for more information.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty for repair on machines with less than fifty hours in service will have a factory trained service representative. The service representative will be reimbursed at a rate of \$2.00/mile maximum of 100 miles and three hours maximum shop rate.
49	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 geographical restrictions. All areas are covered by local LeeBoy authorized dealerships in the United States and Canada.
50	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?	LeeBoy warrants all parts manufactured or installed by LeeBoy except for any engines, truck chassis, or tires. Which in return is covered by the engine, truck, and tire manufacturer.
51	What are your proposed exchange and return programs and policies?	LeeBoy has no set policy for exchange or returns. However, LeeBoy has always stood behind what we build. Our product will be free of defects. In the event they are not free of defects LeeBoy will take precise actions to mend the defect.
52	Describe any service contract options for the items included in your proposal.	LeeBoy offers an extended warranty program through Glynn General if requested by the customer or dealership. The extended warranty will cover another one to three years on top of LeeBoy's factory warranty.

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	If a manufacturing defect in factory supplied materials or factory workmanship is found and the authorized LeeBoy dealer ("Dealer") is notified during the warranty period, LeeBoy will be responsible for repairing or replacing any part or component of the unit or part that fails to conform to the warranty during the warranty period. See uploaded warranty document for more information. LeeBoy's dealership may have additional performance standards or guarantees that apply on top of LeeBoy's warranty.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	LeeBoy affiliates directly with dealerships, which in return the dealerships deal directly with the end user. Therefore, each policy, metric, and KPI regarding service standards and guarantees will vary depending on which local LeeBoy dealership the Sourcewell member uses. LeeBoy's territory manager and rapid response team will always be there to help any end user.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Terms of sale to our dealer network will be net 30 days. LeeBoy's dealers will normally handle the terms to the end user.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	LeeBoy uses a third-party financial organization which is proud to offer Sourcewell members financing and leasing options. Finance can be used with new, used, and rent to own equipment. In the document upload section, you will find our dealer rental program.	*
57	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.	LeeBoy's standard transaction document is uploaded in the document upload section.	*
58	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?	Currently we do not accept the P-card.	*

**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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	LeeBoy is offering a discounted price from our published prices. Refer to "2022 LeeBoy's Sales Discount" for further information.
60	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.	Sourcwell's discounted price will be 10% off LeeBoy's list price and rental equipment.
61	Describe any quantity or volume discounts or rebate programs that you offer.	LeeBoy' offers the best price available for individual machines. Therefore, our products are rarely bought in volume.
62	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.	Leeboy has many standard and non-standard items that are listed with the price sheet. In the event the end user wants to purchase an open market or nonstandard option that is not on the price sheet. LeeBoy will quote the option to the dealer on each request.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Everything is spelled out and included in our quote. Some dealers add local freight, PDI, and extra warranty. This will be included and there will be no hidden costs.
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	When LeeBoy quotes one of its products to a Sourcwell member there is a freight charge that is good for 10 days. If they do not accept the quote within the 10-day time frame LeeBoy will issue another quote with a new freight charge. Once it is at the dealership the Sourcwell member can either choose customer pick-up, or the dealer can deliver it with an additional freight charge.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight for Hawaii, Alaska, and Canada has an additional dealer freight charge. Additional freight charges will be discussed between the dealer and the Sourcwell member.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	LeeBoy's dealers have a wide range of LeeBoy products on their lot at any given time. The sourcwell member can visit their local LeeBoy dealer to examine our products. Depending on the product size and weight can affect the price on freight charges. LeeBoy dealerships have stock machines on their lot that any sourcwell member can purchase.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	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.	LeeBoy has an internal sales self-audit annually. During this audit we will review all the Sourcewell contracts that LeeBoy has quoted. LeeBoy's second audit process is the cooperate audit. We hire a professional firm (example: PWC) to audit out documents annually.
69	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.	One-way LeeBoy tracks its success is by creating a list for each quote daily until quotes are either accepted or closed out. This will be stored in a document and sent out quarterly and yearly. The document is examined in our bi-weekly sales meeting as well. This document not only helps us track our success but helps LeeBoy improve success with municipalities through the Sourcewell contract.
70	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.)	LeeBoy proposes an administration fee of 1% for order process of our company's equipment sold through the Sourcewell contract. This fee does not pertain to freight or pre-delivery inspections.

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	LeeBoy's is offering all or our market leading product lines. This includes all LeeBoy's highway, commercial, and governmental equipment. Our products consist of 11 different Asphalt Pavers, three different Tack Tanks, three Motor Graders, five different Brooms, three different Max Distributor trucks with six different rated capacities on each Distributor truck, two different Road Wideners, one Force Feed Loader, one Patcher truck, and one Chip Spreader. For a total of 30 products with a chance of more in the future. Also, LeeBoy offers all the product support and training that is required to back all the equipment.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Paver: <ul style="list-style-type: none"> <li>• Wide Conveyor Pavers</li> <li>• Narrow Conveyor Pavers</li> <li>• Tilt Pavers</li> </ul> Broom: <ul style="list-style-type: none"> <li>• Front Mount Brush</li> <li>• Center Mount Brush</li> <li>• Three Wheel Broom</li> </ul> Skid or trailer mounted Tack Tanks: <ul style="list-style-type: none"> <li>• 150 Gallon Tank</li> <li>• 300 Gallon Tank</li> <li>• 600 Gallon Tank</li> </ul> Distributor Truck with several different tank sizes: <ul style="list-style-type: none"> <li>• Maximizer 2- 12' Spray Bar</li> <li>• Maximizer 3- 16' Spray Bar</li> <li>• Maximizer 4- 24' Spray Bar</li> </ul>

**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
73	Asphalt pavers, screeds, distributors, and loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our asphalt pavers, distributors, and loaders can be configured in several different ways to provide the perfect product to our end user.
74	Steel-wheeled and pneumatic tire rollers	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
75	Wideners, tack distributors, cold planers, and compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Except for planers and compactors. LeeBoy's Wideners and tack distributors can be configured in several different ways to provide the perfect product to our end user.
76	Concrete mixers, and gunite or shotcrete delivery equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
77	Other	<input checked="" type="radio"/> Yes <input type="radio"/> No	The additional equipment that is added to the Sourcewell contract is our Brooms, Motor Graders, Patcher Truck, and Chip Spreader. All the equipment can be configured in several different ways to provide the perfect product to our end users.

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

**Line Item 78. 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](#) - Sourcewell 2022 Current Pricing Rev 5.24.2002.pdf - Wednesday May 25, 2022 11:11:51
- [Financial Strength and Stability](#) - ST Engineering Annual Report 2020.pdf - Wednesday May 18, 2022 14:15:14
- [Marketing Plan/Samples](#) - Form A #36 Marketing Examples\_Final 5.2022.pdf - Wednesday May 18, 2022 14:21:45
- [WMBE/MBE/SBE or Related Certificates](#) - New York State WBE Certificate for Monroe Tractor Implement Co. Inc\_.pdf - Wednesday May 18, 2022 14:21:56
- [Warranty Information](#) - Two\_Year\_Warranty\_Statement\_for\_Customers (1).pdf - Wednesday May 18, 2022 14:22:06
- [Standard Transaction Document Samples](#) - Standard Transaction Document.pdf - Wednesday May 18, 2022 14:22:30
- [Upload Additional Document](#) - Sourcewell Additional Documents.pdf - Wednesday May 18, 2022 14:28:13

## 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>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jay Horn, Chief Financial Officer, ST Engineering LeeBoy, 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
<b>Addendum_4_Roadway_Paving_Eqpt_RFP_060122</b> Tue May 24 2022 04:31 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Roadway_Paving_Eqpt_RFP_060122</b> Thu May 19 2022 09:01 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Roadway_Paving_Eqpt_RFP_060122</b> Fri April 29 2022 04:09 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Roadway_Paving_Eqpt_RFP_060122</b> Fri April 15 2022 03:54 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1  
TO  
CONTRACT # 060122-VTL**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **ST Engineering LeeBoy, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Roadway Paving Equipment to Sourcewell and its Participating Entities, effective August 3, 2022, through August 1, 2026 (Contract).

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

Section 18. Insurance–Subsection A. Requirements– Item 5. Network Security and Privacy Liability Insurance of the Contract is deleted in its entirety.

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

**Sourcewell**

DocuSigned by:  
*Jeremy Schwartz*  
By: \_\_\_\_\_  
Jeremy Schwartz, Director of Operations/CPO

Date: 10/2/2023 | 9:37 AM CDT

Approved:

DocuSigned by:  
*Chad Coquette*  
By: \_\_\_\_\_  
Chad Coquette, Executive Director/CEO

Date: 10/2/2023 | 9:40 AM CDT

**ST Engineering LeeBoy, Inc.**

DocuSigned by:  
*Jay Horn*  
By: \_\_\_\_\_  
Jay Horn

Title: CFO

Date: 10/2/2023 | 8:54 AM CDT



**Leeboy #060122-VTL**

Pricing for contract #060122-VTL is provided to Sourcewell participating agencies at 10% off LeeBoy's list price and rental equipment.



**RFP #060122**  
**REQUEST FOR PROPOSALS**  
**for**  
**Roadway Paving Equipment**

**Proposal Due Date: June 1, 2022, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Roadway Paving Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 1, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SOLICITATION SCHEDULE**

Public Notice of RFP Published:	April 12, 2022
Pre-proposal Conference:	May 3, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	May 24, 2022, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>June 1, 2022, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	June 1, 2022, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

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

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

### B. USE OF RESULTING CONTRACTS

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

- Federal and state government entities<sup>1</sup>;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

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

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

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<sup>1</sup> Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario (excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

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

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

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

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

## **II. SOLICITATION DETAILS**

### **A. SOLUTIONS-BASED SOLICITATION**

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

**B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES**

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

1. Sourcewell is seeking proposals for Roadway Paving Equipment, including, equipment, attachments, accessories, and related technology designed or primarily intended for use in the paving of road and highway surfaces, such as:

- a. Asphalt pavers, screeds, distributors, and loaders;
- b. Steel-wheeled and pneumatic tire rollers;
- c. Wideners, tack distributors, cold planers, and compactors; and,
- d. Concrete mixers, and gunite or shotcrete delivery equipment.

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

- a. Heavy Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #032119), with the exception of those solutions identified in Section II. B. 1. above;
- b. Medium Duty and Compact Construction Equipment with Related Attachments, Accessories, and Supplies (RFP #040319), with the exception of those solutions identified in Section II. B. 1. above;
- c. Portable Construction Equipment with Related Accessories and Attachments (RFP #041719);
- d. Equipment Rental with Related Services (RFP #062320);
- e. Road Right-of-Way Maintenance Equipment (RFP #070821); and,
- f. Roadway Maintenance Equipment (RFP #080521).

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

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

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers,

resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

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

### C. REQUIREMENTS

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

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

### D. ANTICIPATED CONTRACT TERM

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

### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$8 Million; therefore, proposers are expected to propose volume pricing. Sourcwell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

## F. MARKETING PLAN

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

## G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

## III. PRICING

### A. REQUIREMENTS

All proposed pricing must be:

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

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

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

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

#### B. ADMINISTRATIVE FEES

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

### IV. CONTRACT

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

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

Exceptions must:

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

Unclear requests will be automatically denied.

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

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

## **V. RFP PROCESS**

### **A. PRE-PROPOSAL CONFERENCE**

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

### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

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

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

### **C. ADDENDA**

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

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

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to

INCOMPLETE. The proposer can view this status change in the “MY BIDS” section of the Sourcwell Procurement Portal Vendor Account. The proposer is solely responsible to check the “MY BIDS” section of the Sourcwell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer’s proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

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

D. PROPOSAL SUBMISSION

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

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

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

Upon successful submission of a proposal, the Sourcwell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcwell’s support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

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

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

## E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

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

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

## F. PROPOSAL WITHDRAWAL

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

## G. OPENING

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

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

# VI. EVALUATION AND AWARD

## A. EVALUATION

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

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
  - A comprehensive selection of the requested equipment, products, or services;

- A sales and service network ensuring availability and coverage for Participating Entities’ use; and
- Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

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

**B. AWARD(S)**

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

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

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

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

**C. PROTESTS OF AWARDS**

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

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;

- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

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

#### D. RIGHTS RESERVED

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

Sourcewell reserves the right to:

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

#### E. DISPOSITION OF PROPOSALS

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

citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

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



4/15/2022

Addendum No. 1

Solicitation Number: RFP 060122

Solicitation Name: Roadway Paving Equipment

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

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**Question 1:**

Can you confirm if the equipment, products, or services we offer are included in this solicitation? I do not see them listed but they are involved in roadway paving.

**Answer 1:**

Each Sourcewell RFP is an open and competitive solicitation process. In the competitive process, Sourcewell will not pre-evaluate a proposer's offerings. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 060122 posted to the Sourcewell Procurement Portal on 4/15/2022, is required at the time of proposal submittal.



4/29/2022

Addendum No. 2

Solicitation Number: RFP 060122

Solicitation Name: Roadway Paving Equipment

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

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**Question 1:**

For Table 1, Line Item 4, is a SAM or CAGE number required? Can I substitute our DUNS number?

**Answer 1:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information or documentation necessary to satisfy all the requirements included in the questionnaire tables.

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End of Addendum

Acknowledgement of this Addendum to RFP 060122 posted to the Sourcewell Procurement Portal on 4/29/2022, is required at the time of proposal submittal.



5/19/2022

Addendum No. 3

Solicitation Number: RFP 060122

Solicitation Name: Roadway Paving Equipment

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

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**Question 1:**

If we submit financial information with our proposal, does it become public record?

**Answer 1:**

Refer to RFP Section VI. E. – Disposition of Proposals, for details related to the handling of a proposer's submission. As a Minnesota local government unit, Sourcewell complies with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. A proposer may seek their own counsel for guidance on the application of the Act relative to the contents of the proposal or requests for data received by Sourcewell.

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End of Addendum

Acknowledgement of this Addendum to RFP 060122 posted to the Sourcewell Procurement Portal on 5/19/2022, is required at the time of proposal submittal.



5/24/2022

Addendum No. 4

Solicitation Number: RFP 060122

Solicitation Name: Roadway Paving Equipment

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

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**Question 1:**

How often can price increases be requested and/or approved.

**Answer 1:**

Refer to the Sourcewell contract template, Section 4 – Product and Pricing Change Requests, “Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time.”

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End of Addendum

Acknowledgement of this Addendum to RFP 060122 posted to the Sourcewell Procurement Portal on 5/24/2022, is required at the time of proposal submittal.



# The New York State Contract Reporter

This document printed  
Tuesday, 07/26/2022

*NYS' official source of contracting opportunities  
Bringing business and government together*

## Contracting Opportunity

\*\*\* This ad is closed and is in the archives \*\*\*

**Title:** Roadway Paving Equipment  
**Agency:** Sourcewell  
**Division:** Procurement Department  
**Contract Number:** 060122  
**Contract Term:** 4 years with potential 1 year extension  
**Date of Issue:** 04/12/2022  
**Due Date/Time:** 06/01/2022 4:30 PM  
Central Time  
**County(ies):** All NYS counties  
**Classification:** Construction Horizontal: Highways & Roadways; Maintenance, Repair & New Construction - *Commodities*  
**Opportunity Type:** General  
**Entered By:** Chris Robinson  
**Description:** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Roadway Paving Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 1, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.  
**Business entities awarded an identical or substantially similar procurement contract within the past five years:** Bergkamp, BOMAG, Caterpillar, Volvo Construction Equipment, VT LeeBoy, Weiler, Wirtgen

## Contact Information

**Primary contact:** Sourcewell  
Procurement Department  
Chris Robinson  
Procurement Manager  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-895-4168  
[rfp@sourcewell-mn.gov](mailto:rfp@sourcewell-mn.gov)

**Submit to contact:** Sourcewell  
Procurement Department  
Chris Robinson  
Procurement Manager  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-895-4168  
[rfp@sourcewell-mn.gov](mailto:rfp@sourcewell-mn.gov)

## **Bid Results**

Bid Results have not been entered

## Awards

Awards have not been entered



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AFFIDAVIT OF PUBLICATION



# DJCOREGON

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

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

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

**Case Number: NOT PROVIDED**  
**ROADWAY PAVING EQUIPMENT**  
**Sourcewell; Bid Location Staples, MN, Todd County; Due 06/01/2022 at 04:30 PM**

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

4/13/2022

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE 13th DAY OF April, 2022

Nick Bjork

Notary Public-State of Oregon



**SOURCEWELL**  
**ROADWAY PAVING EQUIPMENT**  
**Proposals due 4:30 pm, June 1, 2022**  
**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Roadway Paving Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 1, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Apr. 13, 2022. 12108735

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

Order No.: 12108735  
Client Reference No:

# LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

## PROOF OF PUBLICATION

Sourcewell  
Sourcewell  
PO BOX 219  
STAPLES MN 56479

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

04/12/2022, 04/19/2022

and that the fees charged are legal.  
Sworn to and subscribed before on 04/19/2022

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Roadway Paving Equipment** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>].

Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 1, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

*D. Roberts*

Legal Clerk

*Vicky Felty*

Notary, State of WI, County of Brown

*9/19/25*

My commission expires

Publication Cost: \$52.90  
Order No: 7151467 # of Copies:  
Customer No: 727698 1  
PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

VICKY FELTY  
Notary Public  
State of Wisconsin



Beaufort Gazette  
 Belleville News-Democrat  
 Bellingham Herald  
 Bradenton Herald  
 Centre Daily Times  
 Charlotte Observer  
 Columbus Ledger-Enquirer  
 Fresno Bee

The Herald - Rock Hill  
 Herald Sun - Durham  
 Idaho Statesman  
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 Kansas City Star  
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 The State - Columbia  
 Sun Herald - Biloxi

Sun News - Myrtle Beach  
 The News Tribune Tacoma  
 The Telegraph - Macon  
 San Luis Obispo Tribune  
 Tri-City Herald  
 Wichita Eagle

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	245069	Print Legal Ad - IPL0068145		\$126.85	1	18 L

**Attention:** Carol Jackson

SOURCEWELL  
 PO BOX 219  
 STAPLES, MN 56479

**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Roadway Paving Equipment** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 1, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.  
 IPL0068145  
 Apr 12 2022

**State of South Carolina**

**County of Richland**

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 04/12/2022

Ending Issue of: 04/12/2022

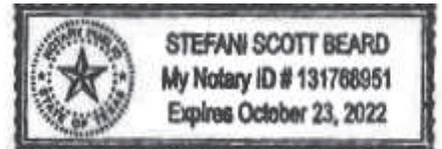
*Tara Pennington*

Tara Pennington

Sworn to and subscribed before me this 12th day of April in the year of 2022

*Stefani Beard*

Notary Public in and for the state of Texas, residing in Dallas County



*Errors - the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion.*

Extra charge for lost or duplicate affidavits.  
 Legal document please do not destroy!



**Opportunity Notice**  
**Roadway Paving Equipment**

Category: Services

This opportunity is now closed.

[View Bid Package](#) 

**Opportunity Information**

**Organization:** Saskatchewan

**Organization Address:**

**Reference Number:** RFP060122

**Solicitation Number:** RFP060122

**Solicitation type:** Request for Proposal

**Posting (MM/dd/yyyy):** 04/15/2022

**Closing (MM/dd/yyyy):** 06/01/2022

**Last Update (MM/dd/yyyy):** 04/14/2022

**Agreement Type:** NWPTA and CFTA and CETA

**Region of Opportunity:**

**Region of Delivery:** Saskatchewan

**Opportunity Type:**

**Commodity Codes:**

APC "Opportunity Notice" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract as specified in the opportunity notice.

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Welcome to the Sourcewell Procurement Portal

[Bids Homepage](#) [Find more bids](#) [Create Account](#) [Login](#)

This site allows prospective vendors to create a Sourcewell Procurement Portal account. Prospective vendors who select one or more commodity codes for the equipment, products, and services they offer will receive system-generated notifications by email of new Sourcewell opportunities matching their commodity code selection.

Public solicitations are posted on this website.

Prospective vendors are solely responsible for ensuring their account information is kept current.

For step by step instructions on how to create an Account please refer to the [Create Account Guide](#)

Sourcewell does NOT charge a fee for creating or maintaining a Sourcewell Procurement Portal account or for accessing Sourcewell solicitation documents.

**Procurement Support:**

If you have questions about a specific opportunity, please submit your inquiry through the Question and Answer feature in the Sourcewell Procurement Portal. For general procurement inquiries please contact Chris Robinson, Procurement Manager, by email [rfp@sourcewell-mn.gov](mailto:rfp@sourcewell-mn.gov) or phone (218)895-4168.

**Technical Support:**

Technical support for the Sourcewell Procurement Portal is provided by bids&tenders. If you encounter technical issues, please contact [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca)

**Sourcewell Surplus Property:**

Sourcewell disposes of surplus property through an online auction platform hosted by GovDeals. To view current Sourcewell surplus property auction items, and to bid, navigate to [www.govdeals.com/SourcewellRegion5](http://www.govdeals.com/SourcewellRegion5)

**Resource Materials:**

- [Create Account Guide](#)      [Sourcewell Evaluator Scoring Guide](#)      [Political Subdivision List \(OR, UT & VA\) eff. 9/21](#)
- [Submit Response Guide](#)      [Sourcewell Cooperative Purchasing: How it works](#)      [Process to become a Sourcewell Vendor](#)
- [Frequently Asked Questions](#)      [Sourcewell Vendor Resources](#)

Below is a list of our current public opportunities. Please refer to the Status column in the list to determine if the solicitation is open, closed, or awarded.

Login

Create Account

Q

Open
v

[Reset](#)
[Advanced Search](#)

Bid Name	Bid Status	Bid Closing Date	Days Left
<b>RFP 050322 - Swimming Pool Renovation and Repair with Related Equipment, Supplies, and Services</b>	Open	Tue May 3, 2022 4:30:00 PM (CDT)	21
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="display: flex; gap: 10px;"> <span style="background-color: #0070c0; color: white; padding: 5px 10px; border-radius: 3px;">Register for this Bid</span> <span style="background-color: #0070c0; color: white; padding: 5px 10px; border-radius: 3px;">Submit a Question</span> </div> <div style="text-align: right;"> <a href="#">Bid Details</a>   <a href="#">Download Documents (3)</a> </div> </div>			
<b>IFB MO-051222 - Indefinite Delivery-Indefinite Quantity Construction - Missouri</b>	Open	Thu May 12, 2022 4:30:00 PM (CDT)	30
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="display: flex; gap: 10px;"> <span style="background-color: #0070c0; color: white; padding: 5px 10px; border-radius: 3px;">Register for this Bid</span> <span style="background-color: #0070c0; color: white; padding: 5px 10px; border-radius: 3px;">Submit a Question</span> </div> <div style="text-align: right;"> <a href="#">Bid Details</a>   <a href="#">Download Documents (2)</a> </div> </div>			
<b>RFP 051922 - Wellness Engagement Program Solutions and Related Services</b>	Open	Thu May 19, 2022 4:30:00 PM (CDT)	37
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="display: flex; gap: 10px;"> <span style="background-color: #0070c0; color: white; padding: 5px 10px; border-radius: 3px;">Register for this Bid</span> <span style="background-color: #0070c0; color: white; padding: 5px 10px; border-radius: 3px;">Submit a Question</span> </div> <div style="text-align: right;"> <a href="#">Bid Details</a>   <a href="#">Download Documents (2)</a>   <a href="#">Addenda (1)</a> </div> </div>			
<b>RFP 060122 - Roadway Paving Equipment</b>	Open	Wed Jun 1, 2022 4:30:00 PM (CDT)	50
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="display: flex; gap: 10px;"> <span style="background-color: #0070c0; color: white; padding: 5px 10px; border-radius: 3px;">Register for this Bid</span> <span style="background-color: #0070c0; color: white; padding: 5px 10px; border-radius: 3px;">Submit a Question</span> </div> <div style="text-align: right;"> <a href="#">Bid Details</a>   <a href="#">Download Documents (2)</a> </div> </div>			

←
Page 1
→
of 1

**Limit Results:** 25 Showing 1 - 4 of 4 items

Bid RFP #060122 - Roadway Paving Equipment

[Switch to Vendor]

Bid Type RFP  
Bid Number 060122

Title Roadway Paving Equipment

Start Date Apr 12, 2022 12:43:42 PM CDT

End Date Jun 1, 2022 4:30:00 PM CDT

Agency Sourcewell

Bid Contact Chris Robinson  
(218) 895-4168  
rfp@sourcewell-mn.gov  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479-0219

Access Reports

View reports on who has been notified of the bid or accessed it.  
[Notification report] [Access report]

Questions

0 Questions  
0 Unanswered  
[View/Ask Questions]

Edit Bid

[Create Addendum]

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Roadway Paving Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 1, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date May 3, 2022 10:00:00 AM CDT

Location Online Conference

Notes Login information will be emailed two business days prior to the event.

Documents

No Documents for this bid



View Edit Delete Revisions

PENDING

### Roadway Paving Equipment

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Roadway Paving Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 1, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

This RFP is now closed.



**Publish**

- Bid Announcements
- Doc. Taker's List

**Bidding** Type 1 Bid Notice Only

**Publish** /Verify Contents Save as Template

**Solicitation Setting**

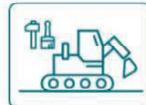
✓ Invite Bidders	No
✓ Evaluate Response online	No
✓ Internal Approval	No
✓ Enable Collaboration with other Users	No

**Solicitation Details**

Mandatory Information			
Solicitation Type	RFP	Solicitation Number	RFP #060122
Solicitation Name	Roadway Paving Equipment	Procurement Type	Goods
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		
Internal Information (For Internal Use Only)			
Procurement Title/Project Name	RFP #060122		

**Advertisement**

Basic Settings			
Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$8,000,000.00
Publish Date	04/12/2022	Closing Date & Time	06/01/2022 16:30:00 CT
Publish Option		Value Range for this Solicitation	1,000,001 ~ 10,000,000\$
Selected Categories			
<b>Construction</b>			
Roads/ Sewer/ Watermain	Roads/Sewer/Watermain Projects-Excavating, Ditch, Culvert, Streetscaping, Traffic Lights, Road Painting, Visors, Polycarb, Asphalt Overlay, Fire Hydrant, Guard Rails, Drainage Systems		



**Solicitation Overview**

 **Sourcewell**  
formerly r2, inc.

**Roadway Paving Equipment**

RFP #060122

**Closing Date:** 06/01/2022 04:30:00 PM CT

**Detail:**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Roadway Paving Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 1, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Notice

Basic Information

**Estimated Contract Value (CAD)** \$8,000,000.00 (Not shown to suppliers)  
**Reference Number** 0000221619  
**Issuing Organization** Sourcewell  
**Owner Organization**  
**Solicitation Type** RFP - Request for Proposal (Formal)  
**Solicitation Number** 060122  
**Title** Roadway Paving Equipment  
**Source ID** PP.CO.USA.868485.C88455

Details

**Location** All of Canada, All of Canada  
**Purchase Type** Duration:4 years  
**Description** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Roadway Paving Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 1, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

**Publication** 2022/04/12 11:00:00 AM EDT  
**Question Acceptance Deadline** 2022/05/24 05:30:00 PM EDT  
**Questions are submitted online** No  
**Bid Intent** Not Available  
**Closing Date** 2022/06/01 05:30:00 PM EDT

**Prebid Conference** 2022/05/03 11:00:00 AM EDT

Contact Information

Procurement Department  
 218-894-1930  
[rfp@sourcewell-mn.gov](mailto:rfp@sourcewell-mn.gov)

Pre-Bidding Events

**Event Type** Prebid Conference  
**Attendance** Recommended  
**Event date** 2022/05/03 11:00:00 AM EDT  
**Location** Online Conference  
**Event Note** Login information will be emailed two business days prior to the event.

Bid Submission Process

**Bid Submission Type** Electronic Bid Submission  
**Pricing** In attached document  
**Pricing** In attached document  
**Bid Documents List**

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

## Categories

### Selected Categories

GSIN Categories (99)	
C	<b>Construction</b> Construction
515	<b>Special trade construction work</b> Special trade construction work
515	<b>Special Trade Construction Work</b> SPECIAL TRADE CONSTRUCTION WORK
5150AA	<b>GENERAL</b> GENERAL
5150AB	<b>INTERIOR FIT-UP / RENOVATIONS</b> INTERIOR FIT-UP / RENOVATIONS
5150AC	<b>BUILDINGS / RESIDENTIAL</b> BUILDINGS / RESIDENTIAL
5150AD	<b>GENERAL HEAVY CONSTRUCTION</b> GENERAL HEAVY CONSTRUCTION
5150AE	<b>MOVING - GENERAL</b> MOVING - GENERAL
5150AF	<b>MOVING - ARTIFACTS</b> MOVING - ARTIFACTS
5150AG	<b>MOVING - HEAVY</b> MOVING - HEAVY
5150AH	<b>MOVING - LIBRARY</b> MOVING - LIBRARY
5150AI	<b>RE-RUG</b> RE-RUG
5150AJ	<b>WORKSTATIONS</b> WORKSTATIONS
5150AK	<b>ASBESTOS REMOVAL</b> ASBESTOS REMOVAL
5150AL	<b>GENERAL MARINE WORK</b> GENERAL MARINE WORK
5150AM	<b>PAVING</b> PAVING
5150AN	<b>FENCING</b> FENCING
5150AO	<b>SEWERAGE/DRAINAGE</b> SEWERAGE/DRAINAGE
5150AP	<b>MISCELLANEOUS/ORNAMENTAL METALWORK</b> MISCELLANEOUS/ORNAMENTAL METALWORK
5150AQ	<b>STRUCTURAL STEEL WORK</b> STRUCTURAL STEEL WORK
5150AR	<b>WELDING</b> WELDING
5150AS	<b>WOOD/PLASTIC DOORS &amp; FRAMES</b> WOOD/PLASTIC DOORS & FRAMES
5150AT	<b>METAL DOORS &amp; FRAMES</b> METAL DOORS & FRAMES
5150AU	<b>OVERHEAD DOORS</b> OVERHEAD DOORS
5150AV	<b>HARDWARE</b> HARDWARE

GSIN Categories (99)	
5150AW	<b>SUSPENDED CEILINGS</b> SUSPENDED CEILINGS
5150AX	<b>FIXED PARTITIONS</b> FIXED PARTITIONS
5150AY	<b>MOVABLE PARTITIONS</b> MOVABLE PARTITIONS
5150AZ	<b>CARPETING</b> CARPETING
5150BA	<b>FIRE PROTECTION</b> FIRE PROTECTION
5150BB	<b>BLINDS</b> BLINDS
5150BC	<b>ELEVATORS</b> ELEVATORS
5150BD	<b>SPRINKLERS</b> SPRINKLERS
5150BE	<b>BOILERS</b> BOILERS
5150BF	<b>REFRIGERATION</b> REFRIGERATION
5150BG	<b>AIR DISTRIBUTION</b> AIR DISTRIBUTION
5150BH	<b>PNEUMATIC CONTROL SYSTEMS</b> PNEUMATIC CONTROL SYSTEMS
5150BI	<b>CHILLERS</b> CHILLERS
5150BJ	<b>LIGHTING</b> LIGHTING
5150BK	<b>POWER GENERATION</b> POWER GENERATION
5150BL	<b>HIGH VOLTAGE DISTRIBUTION (ABOVE 600-VOLT)</b> HIGH VOLTAGE DISTRIBUTION (ABOVE 600-VOLT)
5150BM	<b>SERVICE &amp; DISTRIBUTION (600-VOLT &amp; ABOVE)</b> SERVICE & DISTRIBUTION (600-VOLT & ABOVE)
5150BN	<b>FIRE ALARM &amp; DETECTION SYSTEMS</b> FIRE ALARM & DETECTION SYSTEMS
5150BO	<b>UNINTERRUPTIBLE POWER SUPPLY SYSTEM</b> UNINTERRUPTIBLE POWER SUPPLY SYSTEM
5150BP	<b>STANDBY POWER GENERATOR SYSTEMS</b> STANDBY POWER GENERATOR SYSTEMS
5150BQ	<b>INTRUSION DETECTION SYSTEM</b> INTRUSION DETECTION SYSTEM
5150BR	<b>SECURITY CONTROL SYSTEMS</b> SECURITY CONTROL SYSTEMS
5150BS	<b>INTERCOMMUNICATION</b> INTERCOMMUNICATION
5150BSX	<b>DIGITAL COMMAND SYSTEMS</b> DIGITAL COMMAND SYSTEMS
5150BT	<b>PUBLIC ADDRESS SYSTEMS</b> PUBLIC ADDRESS SYSTEMS
5150BU	<b>COMPUTER CABLING</b> COMPUTER CABLING
5150BV	<b>ELECTRICAL CONTROLS</b> ELECTRICAL CONTROLS

GSIN Categories (99)	
5150BW	<b>ELECTRONIC CONTROLS</b> ELECTRONIC CONTROLS
5151A	<b>FOUNDATION WORK</b> Foundation Work
5151B	<b>PILE DRIVING</b> PILE DRIVING
5152A	<b>WATER WELL DRILLING</b> Water Well Drilling - formerly SL450
5152AA	<b>WATER WELL SERVICES</b> WATER WELL SERVICES
5152B	<b>WATER WELL DRILLING</b> Water Well Drilling
5153A	<b>ROOFING, SIDING AND SHEET METAL INSTALLATION SERVICES</b> Roofing, Siding and Sheet Metal Installation Services - formerly SL300
5153AA	<b>ROOFING, SIDING AND SHEET METAL SERVICES</b> ROOFING, SIDING AND SHEET METAL SERVICES
5153AB	<b>ROOFING, ASPHALT AND SHINGLE SERVICES</b> ROOFING, ASPHALT AND SHINGLE SERVICES
5153AC	<b>ROOFING SERVICES, TAR AND GRAVEL</b> ROOFING SERVICES, TAR AND GRAVEL
5153AD	<b>SIDING CONTRACTOR SERVICES</b> SIDING CONTRACTOR SERVICES
5153AE	<b>SHEET METAL SERVICES</b> SHEET METAL SERVICES
5153AF	<b>EAVESTROUGHING SERVICES</b> EAVESTROUGHING SERVICES
5153AG	<b>INDUSTRIAL WATERPROOFING MEMBRANE SYSTEMS (ROOFING)</b> INDUSTRIAL WATERPROOFING MEMBRANE SYSTEMS (ROOFING)
5153AH	<b>ALUMINUM FABRICATION</b> ALUMINUM FABRICATION
5153B	<b>ROOFING AND WATERPROOFING</b> Roofing and Waterproofing
5153BA	<b>BUILDING WATERPROOFING SERVICES</b> BUILDING WATERPROOFING SERVICES
5154A	<b>CONCRETE WORK</b> Concrete Work - formerly SL350
5154AA	<b>CONCRETE WORK SERVICES</b> CONCRETE WORK SERVICES
5154AB	<b>CONCRETE CUTTING AND CORING SERVICES</b> CONCRETE CUTTING AND CORING SERVICES
5154AC	<b>DRILLING CONTRACTORS - CEMENT FLOORS AND WALLS</b> DRILLING CONTRACTORS - CEMENT FLOORS AND WALLS
5154AD	<b>CAST-IN PLACE CONCRETE</b> CAST-IN PLACE CONCRETE
5154B	<b>CONCRETE WORK</b> Concrete Work
5155A	<b>WELDING AND BURNING SENTRY SERVICES FOR CONSTRUCTION</b> WELDING AND BURNING SENTRY SERVICES FOR CONSTRUCTION
5155B	<b>STEEL BENDING AND ERECTION</b> Steel Bending and Erection
5155C	<b>STRUCTURAL STEEL WORK</b> STRUCTURAL STEEL WORK
5155D	<b>WELDING FOR CONSTRUCTION</b> WELDING FOR CONSTRUCTION

GSIN Categories (99)	
5156A	<b>MASONRY, STONEMWORK, TILE SETTING AND PLASTERING</b> Masonry, Stonework, Tile Setting and Plastering formerly SL200
5156AA	<b>MASONRY, STONEMWORK, TILE SETTING AND PLASTERING SERVICES</b> MASONRY, STONEMWORK, TILE SETTING AND PLASTERING SERVICES
5156AB	<b>MASONRY AND BRICK WORK SERVICES</b> MASONRY AND BRICK WORK SERVICES
5156AC	<b>TILE SETTING SERVICES</b> TILE SETTING SERVICES
5156AD	<b>TILE ACOUSTIC CONTRACTORS</b> TILE ACOUSTIC CONTRACTORS
5156AE	<b>TILE CONTRACTORS - CONCRETE</b> TILE CONTRACTORS - CONCRETE
5156AF	<b>TILE CONTRACTORS, CERAMIC</b> TILE CONTRACTORS, CERAMIC
5156AG	<b>TILE CONTRACTORS, MARBLE</b> TILE CONTRACTORS, MARBLE
5156AH	<b>TILE CONTRACTORS, VINYL AND LINOLEUM</b> TILE CONTRACTORS, VINYL AND LINOLEUM
5156AI	<b>PLASTERING SERVICES</b> PLASTERING SERVICES
5156AJ	<b>BRICKLAYERS</b> BRICKLAYERS
5156AK	<b>BOILER BRICKWORK REPAIRS</b> BOILER BRICKWORK REPAIRS
5156AL	<b>REFRACTORY SERVICE (FIRE BRICK)</b> REFRACTORY SERVICE (FIRE BRICK)
5156AM	<b>RE-POINTING CONTRACTORS</b> RE-POINTING CONTRACTORS
5156AO	<b>DRYWALL AND STUCCO SERVICES</b> DRYWALL AND STUCCO SERVICES
5156B	<b>MASONRY WORK</b> Masonry Work
5159A	<b>ROCK, STONE CRUSHING SERVICES</b> Rock, Stone Crushing Services - formerly SC130
5159AA	<b>ROCK CRUSHING SERVICES (PRODUCE GRAVEL)</b> ROCK CRUSHING SERVICES (PRODUCE GRAVEL)
5159B	<b>OTHER SPECIAL TRADE CONSTRUCTION WORK</b> Other Special Trade Construction Work
5159C	<b>CHIMNEY REPAIR SERVICES</b> CHIMNEY REPAIR SERVICES
5159D	<b>STEEPLE JACK SERVICES</b> STEEPLE JACK SERVICES
5159E	<b>SMOKESTACK SERVICES</b> SMOKESTACK SERVICES
MERX Category (1)	
G	<b>Goods</b> Goods
G6	<b>Construction Products</b> Construction Products
UNSPSC Category (1)	
22000000	<b>Building and Construction Machinery and Accessories</b>
22100000	<b>Heavy construction machinery and equipment</b>

UNSPSC Category (1)	
22101600	<b>Paving equipment</b>



## Proposal Opening Record

Date of opening: June 1, 2022

Sourcewell posted Request for Proposal #060122, for the procurement of Roadway Paving Equipment, on the Sourcewell Procurement Portal [[portal.sourcewell-mn.gov](http://portal.sourcewell-mn.gov)] on Tuesday, April 12, 2022, and the solicitation remained in an open status within the portal until June 1, 2022, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on June 1, 2022, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #060122 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

- Astec Industries - Submitted 6/01/22 at 3:44:59 PM
- BOMAG America, Inc. - Submitted 8/31/22 at 7:22:44 AM
- Broce Manufacturing Company, Inc. - Submitted 5/26/22 at 11:15:50 AM
- Calder Brothers Corporation dba Mauldin Paving Products - Submitted 5/25/22 at 7:41:27 AM
- Caterpillar, Inc. - Submitted 5/26/22 at 1:28:13 PM
- Cemen Tech, Inc. - Submitted 5/25/22 at 4:24:31 PM
- Diamond Steel Co. - Submitted 5/25/22 at 10:06:37 AM
- Dynapac North America, LLC - Submitted 5/31/22 at 12:03:05 PM
- Etnyre International - Submitted 5/27/22 at 3:40:19 PM
- Falcon Equipment Holdings, LLC - Submitted 5/27/22 at 3:13:47 PM
- LeeBoy (ST Engineering LeeBoy Inc.) - Submitted 5/27/22 at 12:55:08 PM
- MAZIO ATTACHMENTS, LLC - Submitted 6/01/22 at 10:39:14 AM
- Sakai America, Inc. - Submitted 6/01/22 at 3:37:30 PM
- SB Manufacturing, Inc. dba Superior Broom - Submitted 5/27/22 at 12:34:12 PM
- Stepp Manufacturing Company, Inc. - Submitted 5/25/22 at 7:47:37 AM
- ThorWorks Industries dba SealMaster, Inc. - Submitted 5/31/22 at 4:18:10 PM
- Weiler, Inc. - Submitted 5/31/22 at 7:59:25 AM
- Wirtgen America, Inc. - Submitted 6/01/22 at 3:36:50 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on June 1, 2022, at 4:34:01 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

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*James Voelker*  
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James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:  
*Carol Jackson*  
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Carol Jackson, Procurement Analyst

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**Proposal Evaluation  
Roadway Paving Equipment RFP #060122**

	Astec Industries	BOMAG Americas, Inc.	Brocc Manufacturing Company, Inc.	Calder Brothers Corporation dba Mauldin Paving Products	Caterpillar, Inc.	CementTech, Inc.	Diamond Steel Co.	Dynapac North America, LLC	Etrnye International
<b>Possible Points</b>									
Conformance to RFP Requirements	42	42	42	34	40	43	38	37	37
Pricing	333	344	344	295	296	325	323	338	304
Financial Viability and Marketplace Success	75	61	61	51	67	56	54	64	58
Ability to Sell and Deliver Service	100	84	84	77	92	84	67	85	85
Marketing Plan	50	41	41	37	41	43	34	41	39
Value Added Attributes	75	64	64	53	67	66	57	62	56
Warranty	50	42	42	39	41	43	35	43	39
Depth and Breadth of Offered Equipment, Products, or Services	163	167	167	161	167	151	137	173	163
Total Points	831	845	845	747	811	745	745	843	781
<b>Rank Order</b>	<b>5</b>	<b>1</b>	<b>1</b>	<b>13.5</b>	<b>7.5</b>	<b>7.5</b>	<b>15</b>	<b>3</b>	<b>10</b>

	Falcon Equipment Holdings, LLC	LeeBoy	Mazio Attachments, LLC	Sakai America, Inc.	SB Manufacturing, Inc. dba Superior Broom	Stepp Manufacturing Company, Inc.	ThorWorks Industries	Weiler, Inc.	Wirgen America, Inc.
<b>Possible Points</b>									
Conformance to RFP Requirements	40	42	42	38		41	40	44	39
Pricing	324	338	233	307		335	328	330	334
Financial Viability and Marketplace success	75	61	21	54		58	63	60	55
Ability to Sell and Deliver Service	100	84	84	79		77	76	85	85
Marketing Plan	50	44	25	36		40	40	42	37
Value Added Attributes	75	60	35	55		52	55	59	62
Warranty	50	43	23	41		41	40	43	42
Depth and Breadth of Offered Equipment, Products, or Services	136	168	106	137		126	134	169	167
Total Points	788	844	522	747		770	776	832	821
<b>Rank Order</b>	<b>9</b>	<b>2</b>	<b>16</b>	<b>13.5</b>		<b>12</b>	<b>11</b>	<b>4</b>	<b>6</b>

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**Greg Grunig**  
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Greg Grunig, MS, Procurement Lead Analyst

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**Brandon Town**  
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Brandon Town, CPSM, CPSM, CPSD, Procurement Analyst

DocuSigned by:  
**Michael Muñoz**  
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Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:  
**Craig West**  
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Craig West, Procurement Analyst



**COMMENT AND REVIEW**  
to the  
**REQUEST FOR PROPOSAL (RFP) #060122**  
Entitled

**Roadway Paving Equipment**

The following advertisement was placed April 12, 2022 in *USA Today*, in South Carolina’s *The State*, in *The Oklahoman* and on the Sourcewell website [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov), Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter [www.nyscr.ny.gov](http://www.nyscr.ny.gov), PublicPurchase.com, April 13, 2022 in Oregon’s *Daily Journal of Commerce* and on April 12, 2022 and April 19, 2022 in *The Oklahoman*:

*Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Roadway Paving Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 1, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.*

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

1437467 Ontario, Inc. O/A FirstChoice Canada	Mashburn Equipment, LLC
Astec Industries	MAZIO ATTACHMENTS, LLC
Awodi Drumming, LLC	NewLane Finance
Bergkamp, Incorporated	Progress Solar Solutions
BEST ALUMINUM STRIPING EQUIPMENT	PWXPress
BOMAG Americas, Inc.	Quick Designs, LLC
Broce Manufacturing Company, Inc.	Ramirez & Sons, Inc.
Calder Brothers Corporation	Regina Construction Association
Caterpillar Inc.	Road Widener, LLC
Cemen Tech Inc.	Sakai America, Inc.
ConstructConnect	SB Manufacturing, Inc. dba Superior Broom
Diamond Steel Co.	Sled Consulting, LLC
Dynapac North America LLC	Special Asphalt Products, Inc.

Eastern Farm Machinery, Ltd.	Stepp Manufacturing Company, Inc.
ELGi Compressors USA, Inc.	The Tools Man, Inc.
Etnyre International	ThorWorks Industries dba SealMaster, Inc.
Falcon Equipment Holdings, LLC	Toromont Cat, A Division of Toromont Industries, Ltd.
GLEZEN'S POWER EQUIPMENT	United Materials of Great Falls, Inc.
Hayward Distributing Co.	Volvo Construction Equipment North America
La Crosse County Highway Department	Weiler, Inc.
LeeBoy (ST Engineering LeeBoy, Inc.)	Wirtgen America, Inc.

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on June 1, 2022, at 4:34:01 pm CT. Proposals were received from the following:

- Astec Industries, Inc.
- BOMAG Americas, Inc.
- Broce Manufacturing Company, Inc.
- Calder Brothers Corporation
- Caterpillar Inc.
- Cemen Tech Inc.
- Diamond Steel Co.
- Dynapac North America LLC
- Etnyre International
- Falcon Equipment Holdings, LLC
- ST Engineering LeeBoy, Inc.
- MAZIO ATTACHMENTS, LLC
- Sakai America, Inc.
- SB Manufacturing, Inc. dba Superior Broom
- Stepp Manufacturing Company, Inc.
- ThorWorks Industries dba SealMaster, Inc.
- Weiler, Inc.
- Wirtgen America, Incorporated

Proposals were reviewed by the Proposal Evaluation Committee:

- Greg Grunig, MS, Procurement Lead Analyst
- Brandon Town, CPSM, CPSD, Procurement Analyst
- Michael Muñoz, CPPB, Procurement Analyst
- Craig West, Procurement Analyst

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

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal responses from Broce Manufacturing Company, Inc., and SB Manufacturing Inc., fall outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope requirements and were evaluated. The Proposal Evaluation Committee determined

that the proposals of Calder Brothers Corporation, Caterpillar Inc., Etnyre International, and Falcon Equipment Holdings, LLC, included irregularities or were otherwise incomplete. Sourcewell's Chief Procurement Officer issued a request for clarification to those four proposers pursuant to RFP Section VI. Evaluation, D. - Rights Reserved. The four proposers each submitted a clarification as requested and the information was evaluated as part of their proposal.

Astec Industries, Inc., is offering a selection of equipment for roadway paving material delivery and road paving. Their sales and distribution network can serve participating entities in the United States and Canada. Astec is offering favorable payment terms to Sourcewell participating entities, along with significant discounts off list pricing.

BOMAG Americas, Inc., is a manufacturer of highway pavers, rollers and cold planers. BOMAG has a robust sales force throughout the United States. They have a 95% parts fill rate with same day shipping to dealers. They are offering a solid discount off list price with additional volume discounts available.

Caterpillar Inc. is a manufacturer offering a range of equipment used in the process of roadway paving. Their sales and service forces, and large dealer network, are available to Sourcewell participating entities in the United States and Canada. Caterpillar is offering financing/leasing options, along with competitive discounts on machine and work tool list pricing for Sourcewell participating entities.

Cemen Tech Inc. distributes their offering of concrete and guniting mixers and delivery equipment. The Cemen Tech sales and support staff can provide their solutions to Sourcewell participating entities throughout the United States and Canada. They are offering a significant discount to Sourcewell participating entities.

Dynapac North America LLC is offering a wide selection of compactors, pavers, mini screeds, and rollers. Their sales and significant dealer network can serve participating entities in the United States and Canada. Dynapac is offering significant discounts off published list pricing.

ST Engineering LeeBoy, Inc., is a manufacturer of a line of pavers, distributors, planers, and compactors. Their service offerings include operator and maintenance training for each machine sold. Leeboy has a robust sales force throughout all 50 states and Canada. They are offering a solid discount off list price on new equipment sales, with available financing or leasing options and a rent to own alternative.

Weiler Inc., is a manufacturer providing pavers, screeds, transfer vehicles, windrowers, steel drum compactors, wideners and tack distributors. Their sales and service force are available to Sourcewell participating entities in the United States and Canada. Weiler dealers offer multiple financing and leasing options, and Weiler pricing reflects competitive discounts for Sourcewell participating entities.

Wirtgen America, Incorporated, distributes their offering of milling machines, cold recyclers, slipform pavers and binding spreaders. The Wirtgen sales and support staff can provide their solutions to Sourcewell participating entities throughout the United States and Canada utilizing a dealer network with over 250 locations. They are offering a significant discount from current list pricing to Sourcewell participating entities.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #060122 to:

Astec Industries, Inc.	#060122-ATE
BOMAG Americas, Inc.	#060122-BAI
Caterpillar Inc.	#060122-CAT
Cemen Tech Inc.	#060122-CMT
Dynapac North America LLC	#060122-DYN
ST Engineering LeeBoy, Inc.	#060122-VTL
Weiler Inc.	#060122-WLR
Wirtgen America, Incorporated	#060122-WAI

The preceding recommendations were approved on July 21, 2022.

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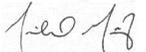
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Greg Grunig, MS, Procurement Lead Analyst

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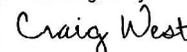
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Brandon Town, CPSM, CPSD, Procurement Analyst

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Michael Muñoz, CPPB, Procurement Analyst

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Craig West, Procurement Analyst

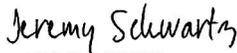
### STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #060122 for Roadway Paving Equipment**.

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

I hereby certify:

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

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Jeremy Schwartz, CSSBB, CPPO  
Chief Procurement Officer



**SOURCEWELL  
STATE OF MINNESOTA**

Member Barrows moved the adoption of the following Resolution:

**RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES**

**3/15/2022**

**Resolution No. 2022-07**

**WHEREAS**, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program; and

**WHEREAS**, the Chief Procurement Officer recommends approval of categories detailed above.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)  
Zylka, Veronen, Thiel, Thomas, Barrows, Kircher  
and the following voted against: (list names here or “NONE”)  
None  
whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:  
Sara Nagel  
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**Clerk to the Board of Directors**

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT**  
**BOARD ITEMS - March 2022**

<b>CONSENT AGENDA ITEMS</b>	<b>Requesting Board permission to Solicit the following categories:</b>
	Roadway Paving Equipment
	Law Enforcement Equipment
	Indefinite Delivery Indefinite Quantity Construction - New Mexico
<b>Requesting Board permission to Re-Solicit the following categories:</b>	

<b>CONSENT AGENDA ITEMS</b>	<b>NEW CONTRACTS</b>		
	<b>Supplier Name</b>	<b>Contract Number</b>	<b>Solicitation Title</b>
	Demers Ambulances Manufacturer	110921-DEM	"Ambulance and Emergency Medical Service Vehicles"
	Firetrucks Unlimited, LLC	110921-FRU	"Ambulance and Emergency Medical Service Vehicles"
	Halcore Group & Horton Emergency Vehicles	110921-HAL	"Ambulance and Emergency Medical Service Vehicles"
	P.L. Custom Body and Equipment Co.	110921-PLC	"Ambulance and Emergency Medical Service Vehicles"
	REV Group, Inc. dba Wheeled Coach Ambulance	110921-RVO	"Ambulance and Emergency Medical Service Vehicles"
	Pitney Bowes Inc.	011322-PIT	"Mailing and Postage Equipment and Technology"
	Quadient, Inc.	011322-QDT	"Mailing and Postage Equipment and Technology"

<b>CONTRACT EXTENSIONS</b>		
<b>Supplier Name</b>	<b>Contract Number</b>	<b>Solicitation Title</b>
Gradall Industries, Inc.	122017-GRD	"Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipmnet with Related Accessories and Supplies"
Enterprise Fleet Management, Inc.	060618-EFM	"Fleet Management Services"

<b>NEW IDIQ CONTRACTS</b>		
<b>Company Name</b>	<b>Contract Number</b>	<b>State - Region - Type of Work</b>

<b>IDIQ RENEWALS</b>		
<b>Company Name</b>	<b>Contract Number</b>	
Centennial Contractors Enterprises, Inc.	TX-RGV-GC-021920-CCE	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-GC-GC-021920-FHP	
Amstar, Inc.	TX-RGV-GC-021920-AMS	
RoofConnect Logistics, Inc.	TX-GC-RC-021920-RCI	
Amstar, Inc.	TX-GC-GC-021920-AMS	
Lee Construction and Maintenance Company	TX-GC-F-021920-LCM	
CORE Construction Services of Texas, Inc.	TX-RGV-GC-021920-CCT	
Lee Construction and Maintenance Company	TX-GC-GC-021920-LCM	
Lee Construction and Maintenance Company	TX-GC-EC-021920-LCM	
CORE Construction Services of Texas, Inc.	TX-GC-GC-021920-CCT	
Dunhill Development and Construction	TX-GC-GC-021920-DUN	
TSG Industries	TX-GC-GC-021920-TSG	
TSG Industries	TX-GC-F-021920-TSG	
AR Energy Services, LLC	TX-GC-GC-021920-ARE	
RoofConnect Logistics, Inc.	TX-GC-W-021920-RCI	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-RGV-GC-021920-FHP	
Lee Construction and Maintenance Company	TX-GC-P-021920-LCM	
Alpha Building Corporation	TX-GC-GC-021920-ABC	
Centennial Contractors Enterprises, Inc.	TX-GC-GC-021920-CCE	
Polaris Electrical Construction Corp.	LI01-E-012920-PEC	
Polaris Electrical Construction Corp.	NYC01-E-012920-PEC	
Volmar Construction, Inc.	LI01-GC-012920-VOL	
Pro Con Group, Inc.	NYC02-GC-012920-PCG	
Wade Electric, Inc.	NYC02-E-012920-WEI	

**SOURCEWELL  
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

**RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS**

**8/16/2022**

**Resolution No. 2022\_24**

**WHEREAS**, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

**WHEREAS**, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

**WHEREAS**, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

**WHEREAS**, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Nage1 and the following voted in favor: (list names here)

Zylka, Veronen, Nage1, Thiel, Barrows, Arts

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

*Sara Nagel*

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Clerk to the Board of Directors

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT**  
**BOARD ITEMS - August 2022**

<b>CONSENT AGENDA ITEMS</b>	<b>Requesting Board permission to Solicit the following categories:</b>
	Firearms and Ammunition with Related Accessories, Parts, and Supplies
	<b>Requesting Board permission to Re-Solicit the following categories:</b>
	Airport Runway Materials, Products, Supplies, and Related Services
	Pre-Engineered Buildings with Materials and Services
	Airport Runway Equipment with Related Accessories

<b>CONSENT AGENDA ITEMS</b>	<b>NEW CONTRACTS</b>		
	<b>Supplier Name</b>	<b>Contract Number</b>	<b>Solicitation Title</b>
	Astec Industries, Inc.	060122-ATE	"Roadway Paving Equipment"
	BOMAG Americas, Inc.	060122-BAI	"Roadway Paving Equipment"
	Caterpillar, Inc.	060122-CAT	"Roadway Paving Equipment"
	Cemen Tech, Inc.	060122-CMT	"Roadway Paving Equipment"
	Dynapac North America	060122-DYN	"Roadway Paving Equipment"
	LeeBoy, Inc.	060122-VTL	"Roadway Paving Equipment"
	Weiler, Inc.	060122-WLR	"Roadway Paving Equipment"
	Wirtgen America	060122-WAI	"Roadway Paving Equipment"
	Bargreen Ellingson Foodservice Supply and Design	063022-BRG	"Commercial Kitchen Equipment with Related Supplies and Services"
	Cook's Direct, Inc.	063022-COK	"Commercial Kitchen Equipment with Related Supplies and Services"
	Pasco Brokerage, Inc.	063022-PAS	"Commercial Kitchen Equipment with Related Supplies and Services"
	Stafford Smith, Inc.	063022-STF	"Commercial Kitchen Equipment with Related Supplies and Services"
	Strategic Equipment	063022-SES	"Commercial Kitchen Equipment with Related Supplies and Services"
	<b>CONTRACT EXTENSIONS</b>		
	<b>Supplier Name</b>	<b>Contract Number</b>	<b>Solicitation Title</b>
	Henderson Products, Inc.	080818-HPI	"Snow and Ice Handling Equipment, Supplies and Accessories"
	J.A. Larue, Inc.	080818-JAL	"Snow and Ice Handling Equipment, Supplies and Accessories"
	RPM Tech, Inc.	080818-RPM	"Snow and Ice Handling Equipment, Supplies and Accessories"
	Viking Cives Corporation	080818-VCM	"Snow and Ice Handling Equipment, Supplies and Accessories"
	ChargePoint, Inc.	051017-CPI	"Electric Vehicle Supply Equipment and Related Services"
	Falcon Road Maintenance Equipment	052417-FRM	"Roadway Maintenance Equipment with Related Accessories,
	The Goodyear Tire & Rubber Company	102517-GTC	"Tires and Related Equipment, Supplies and Services"
	Hellas Construction, Inc.	060518-HLC	"Athletic Surfacing with Related Materials, Supplies, Installation and Services"
<b>NEW IDIQ CONTRACTS</b>			
<b>Company Name</b>	<b>Contract Number</b>	<b>State - Region - Type of Work</b>	
None			
<b>IDIQ Contract Extensions</b>			
<b>Company Name</b>	<b>Contract Number</b>		
None			

## Certificate Of Completion

Envelope Id: 7E11F87F-9270-4D19-BFC1-A12D1603B7C4

Status: Sent

Subject: Council Legislation - ST Engineering LeeBoy

Source Envelope:

Document Pages: 92

Signatures: 5

Envelope Originator:

Certificate Pages: 16

Initials: 0

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.190

## Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

5/9/2025 10:56:20 AM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: Docusign

## Signer Events

## Signature

## Timestamp

Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication (None)

*Elizabeth Jefferson*

Sent: 5/9/2025 11:03:51 AM

Viewed: 5/9/2025 11:04:44 AM

Signed: 5/9/2025 11:09:07 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dennis Rowland

dennis.rowland@nashville.gov

Purchasing Agent & Chief Procurement Officer

Security Level: Email, Account Authentication (None)

*Dennis Rowland*

Sent: 5/9/2025 11:09:11 AM

Viewed: 5/9/2025 11:38:36 AM

Signed: 5/9/2025 11:38:47 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication (None)

*Jenneen Reed/mjw*

Sent: 5/9/2025 11:38:52 AM

Viewed: 5/9/2025 12:58:02 PM

Signed: 5/9/2025 1:00:05 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.100

### Electronic Record and Signature Disclosure:

Accepted: 5/9/2025 12:58:02 PM

ID: 540ae633-8d4e-44ee-83c6-502f327ec9a6

Tessa V. Ortiz-Marsh

tessa.ortiz-marsh@nashville.gov

Security Level: Email, Account Authentication (None)

*Tessa V. Ortiz-Marsh*

Sent: 5/9/2025 1:00:10 PM

Viewed: 5/10/2025 9:22:26 AM

Signed: 5/10/2025 9:22:32 AM

Signature Adoption: Pre-selected Style

Using IP Address: 12.74.55.78

Signed using mobile

### Electronic Record and Signature Disclosure:

Accepted: 5/10/2025 9:22:26 AM

ID: cd85ff7b-7584-41b5-b7d4-8e9445edb756

Signer Events	Signature	Timestamp
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Procurement Resource Group  
prg@nashville.gov  
Metropolitan Government of Nashville and Davidson  
County  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer  
sally.palmer@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 5/9/2025 9:14:12 AM  
ID: 3effadc4-86f8-4e80-93a2-ed17f5c3e9a3

Tessa V. Ortiz-Marsh  
tessa.ortiz-marsh@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 5/10/2025 9:22:26 AM  
ID: cd85ff7b-7584-41b5-b7d4-8e9445edb756

Amber Gardner  
Amber.Gardner@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Austin Kyle  
publicrecords@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 5/9/2025 4:22:05 PM  
ID: 912a14e5-cbfc-4288-b58d-aea8401c3cdc

Terri Ray  
terri.ray@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	5/9/2025 11:03:51 AM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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