

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 07/15/25

Resolution  Ordinance

Contact/Prepared By: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement for roadway paving equipment for the Department of General Services.

Submitted to Planning Commission?  N/A  Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: \_\_\_\_\_ Requested By: \_\_\_\_\_

Affected Department(s): \_\_\_\_\_ Affected Council District(s): \_\_\_\_\_

**Legislative Category (check one):**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant                       | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

<b>FINANCE</b> Amount +/-: \$ _____ <b>Funding Source:</b> Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	<b>Match: \$</b> _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____
Approved by OMB: <u>Elizabeth Jefferson</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>7/11/2025   1:39 PM CDT</u> <b>APPROVED BY</b> <b>FINANCE DIRECTOR'S OFFICE:</b> <u>Jennine Reed/mjw</u>

<b>ADMINISTRATION</b>	
Council District Member Sponsors:	_____
Council Committee Chair Sponsors:	_____
<b>Approved by Administration:</b>	_____ <b>Date:</b> _____

<b>DEPARTMENT OF LAW</b>	
Date to Dept. of Law: _____	Approved by Department of Law: _____
<b>Settlement Resolution/Memorandum Approved by:</b> _____	
Date to Council: _____	For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

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 Cemen Tech, 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 Cemen Tech, 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:

Dennis Rowland  
Dennis Rowland  
Purchasing Agent

INTRODUCED BY:

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

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/npw  
Jenneen Reed, Director  
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND

LEGALITY:

*Jason V. O'Leary-Murphy*

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Assistant Metropolitan Attorney

Tuesday, May 20, 2025



## 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.

**How much do you estimate spending on this cooperative contract?** 600000

### Cooperative Information

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

**What is the lead agency?** Sourcewell

**Who is the supplier?** Cemen Tech

**Is the supplier registered in iSupplier?** No.

**What is the contract number?** 60122-CMT

**When did the contract start?** Monday, August 8, 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?**

Utilization of this agreement will enable the purchase of a replacement unit for Metros only existing concrete truck, which is approximately twenty-five (25) years old. Current equipment lead times are extended, reaching into 2026. Utilization of this agreement will allow us to significantly expedite the replacement process while leveraging Sourcewell's purchasing power to maximize cost savings and minimize downtime risk, ensuring continuity of service by replacing aging equipment before failure occurs.

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

 Cemen Tech Contract 060122.pdf

 060122-CMT - 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

 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 Cemen Tech via Sourcewell contract #060122-CMT is recommended for approval.

The anticipated project value is **\$600,000.00**. The estimated savings to Metro via this cooperative is **\$54,685.00**.

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 (**07% median 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 \$54,685.00.**

### 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  
06/05/2025



### Cooperative Request Signature Form

<b>Co-Op Request Number</b>	C2025082
<b>Date Received</b>	June 2, 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**

6/6/2025 | 7:28 AM 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 Cemen Tech Inc., 1700 N. 14<sup>th</sup> St., Indianola, IA 50125 (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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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.

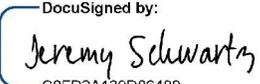
## **22. CANCELLATION**

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

BOMAG Americas, Inc.

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/29/2022 | 1:01 PM CDT

DocuSigned by:  
  
By: 34DE486F1EA342D...  
Connor Deering  
Title: CEO & President  
Date: 8/8/2022 | 7:58 AM CDT

Approved:

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

# RFP 060122 - Roadway Paving Equipment

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## Vendor Details

Company Name: Cemen Tech Inc  
1700 N 14th St  
Address: Indianola, IA 50125  
Contact: Mark Rinehart  
Email: mrinehart@cementech.com  
Phone: 515-961-7407 785  
Fax: 515-961-7409  
HST#: 42-1067453

## Submission Details

Created On: Tuesday April 12, 2022 08:53:47  
Submitted On: Wednesday May 25, 2022 16:24:31  
Submitted By: Jared Evers  
Email: jevers@cementech.com  
Transaction #: f77b3b4c-a9d4-4d42-819b-973eefd702c4  
Submitter's IP Address: 199.66.14.7

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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")	Cemen Tech Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	61796
5	Proposer Physical Address:	1700 N. 14th St. Indianola, IA 50125
6	Proposer website address (or addresses):	<a href="https://www.cementech.com/">https://www.cementech.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):	Connor Deering, CEO & President 1700 N. 14th St. Indianola, IA 50125 CDeering@cementech.com +1-800-247-2464 ext. 770
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jared Evers, Product Manager 1700 N. 14th St. Indianola, IA 50125 JEvers@cementech.com 515-336-2250
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Rinehart, Director of Sales and Marketing 1700 N. 14th St. Indianola, IA 50125 MRinehart@cementech.com 515-306-4432

**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>Founded in 1969, Cemen Tech is the world's largest manufacturer of volumetric proportioning and continuous mixing systems. Compared to traditional drum mixing, volumetric technology offers the construction world complete control of their concrete. Due to a strong commitment to customers, an innovation focus, and continuous improvement in design, Cemen Tech manufactures the highest quality concrete mixers while providing exceptional support service to customers.</p> <p>Cemen Tech products operate in more than 70 countries across the globe and supplies equipment to military branches of several countries, most notably working with the US Army, Air Force and Navy for more than three decades. However, the high-quality products Cemen Tech delivers would not be possible without its employees. The company is proud to be an employee stock ownership plan (ESOP) company. Everyone on staff, from the president and executive team to the assemblers and welders are owners with a direct impact on the business.</p> <p>Positive Mindset, Ingenuity, Accountability, Do The Right Thing, Engaged and Safety are the six core values that dictate behavior and action at Cemen Tech. As an employee-owned business, with the most experienced industry talent and knowledge, these core values are the guiding principles that lead to a superior customer experience.</p>

11	What are your company's expectations in the event of an award?	<p>We know our solutions would bring exceptional benefits to government entities who may have never been exposed to volumetric mixers. The ability to better control scheduling, quality, productivity, and costs will be extremely appealing to government organizations. Our expectation is to educate municipalities on the long-term advantages of this technology.</p> <p>Our marketing plan speaks to a broad launch strategy to familiarize our internal and external representatives with details of the contract. Additional support from current Sourcewell vendors and staff through webinars and/or site visits will be scheduled throughout the duration of the contract. Our hope is to provide valuable solutions to members through open communication between Cemen Tech and Sourcewell.</p>	*
12	<p>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.</p>	<p>Cemen Tech is a privately held company and under normal business practices does not disclose confidential financial details. However, a bank reference and four supplier references have been attached. These documents present key references who can vouch for Cemen Tech's financial strength and stability.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Private companies within the volumetric industry do not publicly share or report unit sales numbers. Through our independent research we have calculated Cemen Tech to hold a current U.S. market share of 67%. We have used EDA data and UCC filings to calculate this percentage.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>We have not found a mechanism on how to calculate Canadian market share numbers. In the past 12 months, we have sold over 20 mixers in Canada.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	<p>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.</p> <p>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?</p> <p>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?</p>	<p>Cemen Tech is a manufacturer. The company sells products and services directly to customers, as well as through a network of domestic and international dealers. Currently we have 11 dealers representing our products in the US and Canada. These dealership groups are independently operated and managed. An interactive dealer map can be found on our website at <a href="http://cementech.com/find-a-dealer/">http://cementech.com/find-a-dealer/</a>.</p> <p>While Cemen Tech employs a group of highly specialized service technicians, dealers also provide local customer service support during times of immediate need. Dealer personnel will receive sales and service training from Cemen Tech throughout the year to ensure a maximum level of product knowledge.</p>	*
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.	<p>To the best of our knowledge, Cemen Tech holds and maintains all licenses and certifications necessary to conduct business in the U.S. All Cemen Tech mobile and stationary mixers are certified by the Volumetric Mixer Manufacturers Bureau (VMMB), an entity organized with the assistance of the National Ready Mixed Concrete Association (NRMCA) to regulate and help advance the volumetric industry. The Conformance Europeenne (CE) certification and mark symbolizes that the Cemen Tech product line has been reviewed and meets certain levels of safety standards required to sell product into European markets.</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

**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>Cemen Tech has been recognized for multiple awards and recognition over the past 52 years. In the past 5 years, the company has received the following recognition:</p> <ul style="list-style-type: none"> <li>- 2020 Gold Award Winner – Advocates Program, Association of Equipment Manufacturers</li> <li>- 2020 Manufacturing Technology Company of the Year – The Technology Association of Iowa</li> <li>- 2020 Annual Employee Ownership Film Contest – National Center for Employee Ownership</li> <li>- 2020 Best Manufacturing Company, Runner-Up, Des Moines Business Record</li> <li>- 2019 Legend in Manufacturing Award, 100-300 Employees, Iowa Association of Business and Industry</li> <li>- 2017 Front Cover Feature - Construction Equipment Distribution (CED) Magazine</li> <li>- 2017 – Municipality Case Study Recognition – Public Works Magazine Digital Edition</li> <li>- 2017 Chairman of Measuring/Mixing-Volumetric Committee 304-0F – American Concrete Institute (ACI)</li> </ul>
20	What percentage of your sales are to the governmental sector in the past three years	<p>07/1/18 – 06/30/19: 40%                      07/1/19 – 06/30/20: 29%                      07/1/20 – 06/30/21 4%</p>
21	What percentage of your sales are to the education sector in the past three years	None to report.
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?	<p>Recognized as an Associate Member/Supplier of Buy Board and HGAC Buy.</p> <p>HGAC Buy: 07/1/18 – 06/30/21: \$100K</p>
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?	<p>GSA Motor Delivery Orders Contract: GSA -30F-0009M.</p> <p>2020: \$2,620,000                      2019: \$131,000</p>

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
City of Philadelphia PA	Lance Wilus - Quality Assurance Specialist	215-686-1875
City of Baytown TX	Kevin Harvill- Assistant Director of Public Works	281-420-7180
City of Ballwin MO	Jim Link - Director of Public Works	636-227-9000

**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 *
US Armed Forces	Government	District of Columbia - DC	We manufactured volumetric mixers for the Air Force, Navy, Marines, and Army.	Estimated transaction \$125,000 per unit.	\$37,000,000
City/County Government	Government	Pennsylvania - PA	We manufactured volumetric mixers for them.	Estimated transaction \$125,000 per unit.	\$808,000
City/County Government	Government	Ohio - OH	We manufactured volumetric mixers for them.	Estimated transaction \$125,000 per unit.	\$438,000
City/County Government	Government	Indiana - IN	We manufactured volumetric mixers for them.	Estimated transaction \$125,000 per unit.	\$322,000
City/County Government	Government	Maryland - MD	We manufactured volumetric mixers for them.	Estimated transaction \$125,000 per unit.	\$285,000

**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.	Cemen Tech has a dedicated sales department that focuses 100% of their time on sales. We have a total of six full time sales professionals who each have a regional territory to provide coverage for all 50 states as well as Canada. Our internal sales team has extensive concrete industry expertise coupled with detailed product knowledge to provide a consultative sales process with each customer to give them exactly what they need to meet their goals. Each regional sales manager lives remotely in their sales territory to provide local support to our customers.
27	Dealer network or other distribution methods.	Cemen Tech has several Dealers who sell our products to provide additional coverage at the regional and local level for sales, service and parts. These dealers are listed below along with their locations.  Aring Equipment – WI James River Equipment – NC, SC, VA Komatsu Equipment – AZ, CT, DE, MD, NJ, NV, NY, PA, UT, WY Lyle Machinery – AL, LA, MS Nation’s Equipment Sales – HI, ID, MT, OR, UT, WA Reynolds-Warren Equipment Co – GA Romco Equipment Co. – TX SMS Equipment – Alaska within the United States. They also have 39 locations throughout all ten Canadian provinces as well as Yukon and Northwest territories. Van Keppel – AR, KS, MO, OK
28	Service force.	Over the past five decades, Cemen Tech has developed relationships and understands the needs of government purchasing agents to provide them with the appropriate equipment. Cemen Tech includes on-site Service Department training and set up for new customer purchases. Our Service Department provides premium support to all customers with our experts available in the office and on-site to ensure minimal downtime for any issue. Currently we have six regional technical support technicians who live throughout the country supporting customers and dealers locally. We also have another six service and parts technicians located at our office.  Other Cemen Tech Service Department opportunities include classroom and hands-on training at our headquarters, crew shadowing, additional in-field training, on-site evaluations, and demonstrations at industry events.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The Sourcewell order process and respective dollar amount tracking will be accomplished through collaboration between our sales and finance departments. Sourcewell member inquiries will be issued to a sales representative (based on state). The sales representative will assist with the selection of appropriate solutions and a quote will be generated for the client. The pricing quoted will be in line with pricing documents stated and submitted to Sourcewell. Before invoicing occurs, Finance will review Sourcewell pricing compliance for all internal and dealer-submitted purchase orders. Our ability to report quarterly sales to Sourcewell is detailed in our response to Table 13, Line Item 68 in this submittal form below.	*
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.	Cemen Tech has six certified Service Technicians and ten full time Engineers on staff who travel to customer job sites across the world to service and repair machines, train operators and ensure our customers are equipped to perform at the highest level. For critical machine issues that require immediate on-site assistance, staff can be in-route within 24 hours. Annual goals and incentives for the Service team are based on product knowledge, customer response time and abilities to alleviate problems in an efficient and professional manner.  Another vital area Cemen Tech takes pride in is the ability to quickly manufacture and ship out parts. Our Parts Department has the most extensive parts inventory in our industry to provide parts as needed. 95% of the parts we sell each year can be shipped in 24 hours, and emergency service is always available. Telephone support is provided during business hours at the office. We also have the capability to connect with our customers via video chat through our Cemen Tech Connect app to remotely view and diagnose any potential issues on a much faster basis.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Cemen Tech, based in Indianola, Iowa, is centrally located in the United States with dedicated sales representatives and service technicians in each regional territory within the country. With Cemen Tech equipment currently owned and operated within all 50 states, along with our extensive dealer network located in all regions, Cemen Tech is wholly represented and committed to serving all Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Cemen Tech products and customer services are used across 70 countries including Canada. Cemen Tech's headquarters is not far from the Canadian border. Team members travel to multiple Canadian provinces and cities to service machines, attend trade shows and conferences, visit customer jobsites, and provide Cemen Tech customers with exceptional support wherever they are. Our distributor, SMS Equipment, is very active in the Canadian market with 39 locations throughout the country.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Cemen Tech will be fully serving all geographic areas of the United States and Canada. Countries outside of North America will also be incorporated if necessary.	*
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?	None. Willing to fully serve ALL Sourcewell participating entity sectors in this proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
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<p>36</p>	<p>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.</p>	<p>External notification:</p> <ul style="list-style-type: none"> <li>• Media release regarding Sourcewell Awarded Contract with links to viewing Cemen Tech's contract page on Sourcewell website.</li> <li>• Cemen Tech sales and marketing team would conduct training with our Dealers who may be new to Sourcewell to understand the contract benefits and eligible customers.</li> <li>• The Cemen Tech sales team would also discuss the contract with current government contacts who have expressed an interest in our equipment and would be eligible to purchase.</li> <li>• Cemen Tech and/or Dealers would attend regional and state government shows and events.</li> <li>• Social media announcements – Facebook, LinkedIn and Twitter are all channels Cemen Tech utilizes regularly.</li> </ul> <p>Contract Announcements &amp; Advertising:</p> <ul style="list-style-type: none"> <li>• Cemen Tech will provide various industry publications exclusive content that will educate and inform the relevant audience. These articles are an excellent way to educate and inform and are an in-direct way of selling.</li> <li>• An advertising schedule will be developed to support the award of a Sourcewell contract that would include both print and digital.</li> </ul> <p>CemenTech.com:</p> <ul style="list-style-type: none"> <li>• A dedicated section on the website is currently set up to inform, educate and encourage participation; this page includes links to viewing Cemen Tech's contract page on Sourcewell website.</li> <li>• Included will be product features, options, service and support information.</li> <li>• Content has been developed for CemenTech.com that promotes the value of Sourcewell and encourages participation in the program. Much of the content (<a href="http://cementech.com/news-events/">http://cementech.com/news-events/</a>) on our website is developed to educate and inform our industry, we would take this opportunity to continue to do the same if our Sourcewell contract is renewed.</li> <li>• Our strategy of publishing content, educational materials and product information has brought significant traffic to our website, LinkedIn page, Facebook page and YouTube channel. We are now the top ranked volumetric (manufacturer) website on search engine giants: Google, Bing and Yahoo.</li> </ul> <p>Events &amp; Exposure:</p> <ul style="list-style-type: none"> <li>• Cemen Tech and Dealers will attend regional and state government shows as well as participate with Sourcewell at Sourcewell-endorsed national events.</li> <li>• Cemen Tech will produce case studies on various awarded contracts on how the equipment is being used to meet a government agency's needs, their return on investment and other success measures. These case studies can also include their process for going through a Sourcewell awarded contract.</li> </ul> <p>Marketing Materials:</p> <ul style="list-style-type: none"> <li>• Printed Marketing Materials</li> <li>• Cemen Tech prints marketing brochures for the products described in this RFP and would include Sourcewell Contract information on government specific materials.</li> <li>• Cemen Tech will produce and provide marketing materials as needed to Sourcewell and other approved marketing publication. An example of our product marketing literature is attached.</li> </ul>
<p>37</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Cemen Tech has an extensive digital strategy for education, awareness and promoting Cemen Tech products. Our website, cementech.com, averages 80,000 web sessions per month and has multiple triggers set up for visitors to contact us through forms (which feed automatically into our CRM system), online chat and phone calls. Cemen Tech digital strategies work to engage people who have an interest in concrete mixers or use concrete in their business and want to learn more. We comply with privacy regulations in collecting data and have options for unsubscribing to our emails.</p>
<p>38</p>	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Sourcewell will play an important role in teaching us the benefits and limitations of our contract. We will depend on Sourcewell to provide guidance as to the different conferences, trade shows and events that Sourcewell members attend. New membership notification and details will also be much appreciated.</p> <p>Cemen Tech's internal sales team and marketing members will visit local dealers to explain the many benefits of the Sourcewell contract and review eligible customers. Depending on scheduling conflicts, webinars will be used to help dealers understand the Sourcewell contract and organization. We will also provide templates for Dealers to use our marketing brochures and mailings for promotion of equipment to governmental and public agencies.</p>
<p>39</p>	<p>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.</p>	<p>Our parts department is available through an e-procurement ordering process. Part requests can be emailed to our designated parts specialist for immediate processing. After hours, emails will be processed at 5AM CST the following business day. Orders on routine parts (under \$10,000) can be purchased with a credit card.</p>

**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.	<p>When a Sourcewell member organization purchases a product from Cemen Tech, they will receive product training, operator instruction and vendor references. Additional on-site training at member locations will be provided by Cemen Tech certified trainers. The traditional 2-day session includes an in-depth review of the unit, maintenance procedures, calibration process preparation and operator instruction with crew members. This startup training is priced at \$4,737 with discounts and extended training sessions are available for Sourcewell members.</p> <p>In addition to on-site training, Cemen Tech offers training classes for Sourcewell members to learn from internal and external industry professionals. Operations 101 is focused on operations, calibrations, mix-designs and the basics of concrete. Students will be able to participate in operating and calibrating a machine on a mock jobsite. Advanced Maintenance 201 will provide students with a comprehensive understanding of the servicing, operation and repairing of Cemen Tech units by disassembling and reassembling hydraulics, electrical components and more.</p> <p>Each course is \$583/person and includes 2 days of class instruction, 3-nights lodging and meals for 2 days with discounts available for Sourcewell members. Operators also have the ability to become VMMB certified through our classroom training.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>Cemen Tech's C60 mixer is a great example of a technological advancement that has helped drive and influence the rest of the industry. Each unit comes equipped with a state-of-the-art electronic control panel. The control panel allows an operator in the field to track exactly when a mixer was in operation, how much concrete was poured, water-to-cement ratio and the mix design used on each job site. The information is displayed on a digital readout and shows the exact amount and proportioning of aggregate, sand, water and cement used. The system includes digital recording flow meters that continually monitor materials to ensure mix design compliance.</p> <p>ACCU-POUR™ combines next-generation technology and the needs of businesses who use volumetric mixers to connect their office, dispatch and customers to increase productivity. Each Cemen Tech C60 mixer comes standard with the base level of ACCU-POUR which includes the AP Touch (control panel), Auto-Stow™, Auto-Wash™ and is ready for factory installed ACCU-POUR options such as Auto-Gates, Office and Mobile.</p> <p>As the industry leader, customers and competitors look at us to innovate and pilot the way. This is a position we have worked hard to get to and will continue to enhance through our Sourcewell contract.</p>
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>Cemen Tech's volumetric mixers are designed to give customers more control over their concrete. As opposed to rotary drum mixers, mobile concrete mixers allow for an efficient and more environmentally friendly method of producing and pouring concrete. Our solution produces the exact amount and slump of concrete needed at the precise time, eliminating scenarios of under or over-ordering concrete that will ultimately be wasted. As a result of mixing on-site, our solutions require less water, generate less waste and consume less fossil fuels lowering our carbon footprint. Our solution, in itself, is a "green" initiative within the concrete industry. An attached document titled "Lowering the Carbon Footprint When Using Volumetric Mobile Concrete Mixers for Delivering Concrete to Job Sites: A Climate Change, Gas Emissions, and Environmental Benefits Analysis" is attached.</p> <p>Cemen Tech is also committed to eliminating waste and adding value through a "lean" manufacturing journey. We are continually looking for more efficient methods to manufacture our equipment and improve workflow. Environmental wastes, such as excessive water, energy and material costs are targeted in this lean philosophy.</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>Cemen Tech is working to help create awareness and education for contractors who would like to receive LEED® accredited points from utilizing concrete on project sites. The outreach will also promote the overall sustainability of using volumetric concrete which uses less water, has substantially less concrete waste and fewer emissions in the making of concrete than traditional batch plants and drum trucks.</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>Cemen Tech partners with West-Mark, a Certified Small Business entity and Federal Contracts Corp, a Service Disabled Veteran Owned Small Business (SDVOSB) as well as a Certified Small Business entity for their assistance with federal government sales.</p> <p>Links to these individual company webpages are listed below:                  West-Mark.com                  Federalcontractscorp.com</p> <p>Supporting certification documentation has been added to the document upload section of this proposal.</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>Cemen Tech products are hand built by skilled craftsman in Indianola, Iowa. We take "Made In The USA" very seriously and customers can visit our plant to see materials being delivered, cut, welded, painted and technology built in our plant come together for the most technologically advanced volumetric mixer in the industry. Built, serviced and parts shipped in the U.S.A. is important to our customers and to our employees as is our attention to detail with every piece of equipment going through an exhaustive 175-point inspection before it leaves our plant. As the premier industry leader in volumetric mixing, our used equipment will typically bring a higher resale providing more value for Sourcewell members.</p> <p>To meet the needs for a wide variety of clients, we offer a plethora of product models and options. Five volumetric mixer models ranging in size from 3-yard to 12-yard material capacity as well as a 10-yard gunite unit, multiple accessory options, dispatch software, cement silos, and multiple mounting platforms allow customers to choose the best suitable solutions for their application.</p> <p>A dedicated Sourcewell Customer Support phone number will be provided for members to receive expedited personal solutions:</p> <ul style="list-style-type: none"> <li>- Application based assistance in model, option and product offerings</li> <li>- Parts identification and ordering</li> <li>- Service support including calibration, preventative maintenance, safety and diagnostics</li> <li>- Mix design consultations</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, our warranties cover all products, parts and labor. The only specific items not covered are wear parts.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No warranty exists if unauthorized alterations have been made by the owner or user, or the stated capabilities of machine are exceeded. There are no usage restrictions. The warranty is for one full year after the equipment is delivered.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, all technician expenses are covered under the warranty.	*
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?	Cemen Tech employs a group of knowledgeable and well-traveled technicians who cover all 50 states and Canada. In addition to OEM support, our equipment is backed by localized customer service through a network of domestic and international dealers.	*
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?	Components used in Cemen Tech products but manufactured from a third party, known as suppliers, will be included in our warranty. Cemen Tech will facilitate any warranty issues between the customer and supplier (or OEM). Warranty coverage will be decided after the supplier has reviewed the components.	*
51	What are your proposed exchange and return programs and policies?	Products offered by Cemen Tech are highly engineered solutions; however, if within the first 90 days of operation the unit does not perform to customer expectations, Cemen Tech will take the unit back and offer a full refund. This is our Performance Guarantee and available on all Cemen Tech solutions.	*
52	Describe any service contract options for the items included in your proposal.	A 1-year limited warranty is included with the purchase of any Cemen Tech product. Customers will have the option to purchase an extended 2-year warranty during the initial purchasing process if they choose.	*

**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	Performance Guarantee - If within 90 days of operation the unit does not perform to expectations, Cemen Tech will take the unit back and offer a full refund. Cemen Tech is the only manufacturer in the volumetric industry to offer a full refund warranty.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	24 Hour Parts Program - 95% of the parts shipped each year can be delivered within 24 hours of the order being placed to anywhere within the United States.

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

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Standard terms are payment in advance or net 30 with established credit.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Cemen Tech has financing available for those who qualify through Cemen Tech Capital.
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.	Cemen Tech issues standard transaction documents with every quotation consisting of a purchase order with all quoted line-item option costs, a unit specification sheet for the volumetric mixer models quoted, mounting requirements agreement for all customer supplied chassis, and lastly a terms and conditions of sale agreement.  An example of Cemen Tech's standard transaction documents from a 2019 Sourcewell transaction has been uploaded to the documents upload section of this proposal.
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?	Credit card payments for routine part orders are accepted. Anything over \$10,000 must be paid via ACH, wire or check. There is not an additional cost to Sourcewell members for using either process.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing model consists of a standard base unit price for both mixers and silos with additional line-item costs for optional add-on features. Each product-category proposed to Sourcewell has a discounted rate. Standard list pricing as well as the Sourcewell discounted pricing is shown in the attached pricing spreadsheet in the document upload section of this proposal.
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.	Cemen Tech is offering 4-10% discounts on products and services to qualified Sourcewell members.
61	Describe any quantity or volume discounts or rebate programs that you offer.	Cemen Tech does not offer any quantity/volume discounts or rebate programs on our equipment.
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.	Sourced products and/or related services are supplied at cost plus. A separate quote will be issued for 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.	Freight, Federal Excise Tax, and Sales tax would not be included on a per line-item basis. They would be paid separately. Startups and machine training will be billed in conjunction with unit sales on a line-item basis. Startup training, a recommended procedure with first-time buyers, is billed at \$4,973.  To accommodate customers with brand preferences, Cemen Tech offers a "bring your own truck/trailer option." Customers electing this option will be provided with a chassis requirement sheet. After delivery, if the chassis requirements are not met, the customer will be subject to a mounting adjustment fee. Customers choosing to use Cemen Tech to source and purchase a truck/trailer will not be subject to this fee.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Cemen Tech has established carriers for all routes in the United States. Quotes will be sent out to our pool of carriers for LTL and back up carriers are in place in the event of any disruption. We can also offer overnight delivery with special carriers from coast to coast. All small package product is picked same day and shipped when complete.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Cemen Tech has selected reputable freight brokers for all Canada deliveries. Sea transport carriers with 20ft, 40ft and 45ft standard and high cube containers have been established for Alaska and Hawaii transport.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Many of our products can be shipped overnight. We have specialized trucking firms with established reputations for nonstop deliveries. In addition to our consistent delivery times, our parts and shipping department has standardized a service for 24hr shipping on critical spare parts. Items on the critical spare parts list that do not ship within 24hrs (in the U.S.), if ordered before 12PM CST the day before, will ship free.

**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.	Routine procedures are in place to verify sales and pricing to customers, including international dealers. Sourcewell will be one additional source to verify. Queries are executed through our secure sales database by customer name and/or line-item part number and cross referenced to a price list. Discrepancies are investigated and remediated. Once a Sourcewell administrative fee is established, the fee will be incorporated into the queries.
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.	Cemen Tech's finance department tracks all municipal sales data, of which we have the ability to track specifically those transactions stemming from Sourcewell entities. Cemen Tech uses this data to grow our presence within our Sourcewell contract on an annual basis.
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.)	2% of the dollar volume of equipment sales to Sourcewell members (excluding tax, licensing, and freight) will be paid to Sourcewell as an administrative fee. This administrative fee will be calculated on a quarterly basis and paid out to Sourcewell for facilitating, managing, and promoting Cemen Tech products with its current and potential members.

**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.	<p>Cemen Tech is offering volumetric mixers, cement silos and multiple services to Sourcewell members. Volumetric mixers are mounted on trucks or trailers and contain all the necessary ingredients to produce and deliver concrete. These concrete mixers are called volumetric mixers due to their ability to measure raw materials using volume rather than weight. Volumetric equipment is calibrated by weight and the material is delivered to a mix auger by volume to produce the precise amount of fresh concrete every time. For those who want to buy cement in bulk can purchase a silo. Silos will help reduce the time required to refill a mixer.</p> <p>We are excited to offer Sourcewell members our full line of M-Series and C-Series volumetric concrete mixers that have 52 years of innovation, cutting edge technologies and proven experience in the field. The M Series brings flexibility and stability and is the most popular unit throughout North America; it is also the selected unit of choice by the United States Armed Forces and is currently operating in over 70 countries. Key applications for the M Series meet all DOT standards and include general concrete, precast, flowable fill, pervious, rapid set and overlay concrete.</p> <p>The C Series is our newest and most advanced on-demand concrete mixer. Each C Series mobile concrete mixer comes equipped with a state-of-the-art electronic control panel. The control panel allows an operator in the field to track exactly when a mixer was in operation, how much concrete was poured, and the admixture used on each job site. The information is displayed on a digital readout and also shows the exact rate aggregate, sand, water and cement was used.</p> <p>Both units meet the AASHTO M-241 and ASTM C685 standards when operated in accordance with ACI 304.6R. The M and C Series product descriptions and details can be found in the attached product fact sheets.</p> <p>We will also be offering on-site evaluations and other in-field trainings that can be performed by Cemen Tech personnel with vast experience and knowledge of the concrete industry's best practices. Project Managers reap benefits in efficiency and return on investment by learning the most productive processes for concrete production.</p>
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Volumetric Concrete Mixers                      Gunite Mixers                      Cement Storage Silos                      Startup and Training Services</p>

**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 type="radio"/> Yes <input checked="" type="radio"/> No	
74	Steel-wheeled and pneumatic tire rollers	<input type="radio"/> Yes <input checked="" type="radio"/> No	
75	Wideners, tack distributors, cold planers, and compactors	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Concrete mixers, and gunite or shotcrete delivery equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Concrete, gunite, and shotcrete mixers and delivery equipment.
77	Other	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cement silos, truck chassis, and trailers.

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

**Line Item 78. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing 05-25-22.xlsx - Wednesday May 25, 2022 16:23:45
- [Financial Strength and Stability](#) - Cemen Tech Credit Reference Form.pdf - Friday April 15, 2022 16:30:31
- [Marketing Plan/Samples](#) - Marketing Materials.zip - Friday April 15, 2022 16:30:51
- [WMBE/MBE/SBE or Related Certificates](#) - Federal-Contracts-Corp-Capabilities-Statement.pdf - Friday April 15, 2022 16:31:11
- [Warranty Information](#) - Cemen Tech Warranty Page.pdf - Friday April 15, 2022 16:31:34
- [Standard Transaction Document Samples](#) - Sourcwell Transaction Documents Example.pdf - Friday April 15, 2022 16:31:59
- [Upload Additional Document](#) - Environmental Impact of Volumetric Concrete Mixers.pdf - Friday April 15, 2022 16:32:10

## 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. - Connor Deering, President & CEO, Cemen Tech 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



**Cemen Tech #060122-CMT**

Pricing for contract #060122-CMT is provided at 4-10% off products and services to Sourcewell participating agencies.



**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.

Sourcewell 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 Sourcewell current and future Participating Entities.

### C. REQUIREMENTS

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

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

### D. ANTICIPATED CONTRACT TERM

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

### E. ESTIMATED CONTRACT VALUE AND USAGE

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

## F. MARKETING PLAN

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

## G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. 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.

---

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.

---

**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.

---

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.

---

**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.”

---

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://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.  
**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)

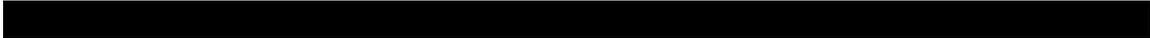
**Submit to contact:** Sourcewell  
Procurement Department  
Chris Robinson  
Procurement Manager  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-895-4168  
[rfp@sourcewell-mn.gov](mailto:rfp@sourcewell-mn.gov)

## **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  
 Island Packet  
 Kansas City Star  
 Lexington Herald-Leader  
 Merced Sun-Star  
 Miami Herald

el Nuevo Herald - Miami  
 Modesto Bee  
 Raleigh News & Observer  
 The Olympian  
 Sacramento Bee  
 Fort Worth Star-Telegram  
 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

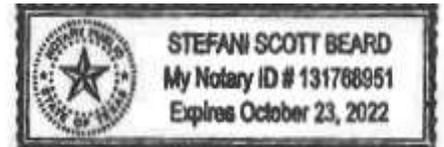
*Tara Pennington*

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**

<b>Organization:</b>	Saskatchewan
<b>Organization Address:</b>	
<b>Reference Number:</b>	RFP000122
<b>Solicitation Number:</b>	RFP060122
<b>Solicitation Type:</b>	Request for Proposal
<b>Posting (MM/dd/yyyy):</b>	04/15/2022
<b>Closing (MM/dd/yyyy):</b>	06/01/2022
<b>Last Update (MM/dd/yyyy):</b>	04/14/2022
<b>Agreement Type:</b>	NWPTA and CFTA and CETA
<b>Region of Opportunity:</b>	
<b>Region of Delivery:</b>	Saskatchewan
<b>Opportunity Type:</b>	
<b>Commodity Codes:</b>	

APC "Opportunity Notices" 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
▼

[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: 5px;"> <div style="background-color: #4CAF50; color: white; padding: 2px 5px; border-radius: 3px;">Register for this Bid</div> <div style="background-color: #4CAF50; color: white; padding: 2px 5px; border-radius: 3px;">Submit a Question</div> </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: 5px;"> <div style="background-color: #4CAF50; color: white; padding: 2px 5px; border-radius: 3px;">Register for this Bid</div> <div style="background-color: #4CAF50; color: white; padding: 2px 5px; border-radius: 3px;">Submit a Question</div> </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: 5px;"> <div style="background-color: #4CAF50; color: white; padding: 2px 5px; border-radius: 3px;">Register for this Bid</div> <div style="background-color: #4CAF50; color: white; padding: 2px 5px; border-radius: 3px;">Submit a Question</div> </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: 5px;"> <div style="background-color: #4CAF50; color: white; padding: 2px 5px; border-radius: 3px;">Register for this Bid</div> <div style="background-color: #4CAF50; color: white; padding: 2px 5px; border-radius: 3px;">Submit a Question</div> </div> <div style="text-align: right;"> <a href="#">Bid Details</a>   <a href="#">Download Documents (2)</a> </div> </div>			

←
Page

▲
of 1
▶

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

Bid RFP #060122 - Roadway Paving Equipment

[Switch to Vendor View]

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  
 rfb@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



Register

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.



Bidding Type 1 Bid Notice Only

**Publish**

- Bid Announcements
- Doc. Taker's List

**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

- Construction**
- 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



**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

<b>GSIN Categories (99)</b>	
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
<b>MERX Category (1)</b>	
G	<b>Goods</b> Goods
G6	<b>Construction Products</b> Construction Products
<b>UNSPSC Category (1)</b>	
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.

DocuSigned by:  
*James Voelker*  
15F6CCFFA61E4A0...

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James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:  
*Carol Jackson*  
6EE63AEDED5F46E...

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Carol Jackson, Procurement Analyst

DocuSign Envelope ID: 2150367B-32EF-443E-559F-02D4EA4A91BCA

**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
Possible Points									
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.
Possible Points									
Conformance to RFP Requirements	40	42	26	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	53	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>

DocuSigned by:  
**Greg Grunig**  
7DDDCFEFD8B3D4BD...

Greg Grunig, MS, Procurement Lead Analyst

DocuSigned by:  
**Brandon Town**  
7B5C48D9C6377421...

Brandon Town, CPSM, CPSD, Procurement Analyst

DocuSigned by:  
**Michael Muñoz**  
0B0204E40D3E445...

Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:  
**Craig West**  
7FA1572C58584BA...

Craig West, Procurement Analyst



**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  
9BEF5D6F88D140B...  
**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: 235AB0A9-FD36-41E5-A885-977A5ACD7E9B

Status: Sent

Subject: Council Legislation - Cemen Tech

Source Envelope:

Document Pages: 85

Signatures: 5

Envelope Originator:

Certificate Pages: 16

Initials: 0

Procurement Resource Group

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730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

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prg@nashville.gov

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Location: DocuSign

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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)

Sent: 7/11/2025 12:56:17 PM

Viewed: 7/11/2025 12:59:01 PM

Signed: 7/11/2025 12:59:11 PM

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)

Sent: 7/11/2025 12:59:17 PM

Viewed: 7/11/2025 1:23:07 PM

Signed: 7/11/2025 1:23:17 PM

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Using IP Address:

2600:1004:b18f:65b3:874:7f7e:28f9:5f65

Signed using mobile

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication (None)

Sent: 7/11/2025 1:23:23 PM

Viewed: 7/11/2025 1:39:07 PM

Signed: 7/11/2025 1:39:30 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.100

### Electronic Record and Signature Disclosure:

Accepted: 7/11/2025 1:39:07 PM

ID: e0c9347f-9f3b-4d92-a022-11cdb7bb366e

Tessa V. Ortiz-Marsh

tessa.ortiz-marsh@nashville.gov

Security Level: Email, Account Authentication (None)

Sent: 7/11/2025 1:39:36 PM

Viewed: 7/14/2025 8:27:39 AM

Signed: 7/14/2025 8:27:56 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.144

### Electronic Record and Signature Disclosure:

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)		Sent: 7/14/2025 8:28:02 AM
<b>Electronic Record and Signature Disclosure:</b> 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: 7/9/2025 12:48:00 PM  
ID: f7950cd2-bbc5-4cd6-948b-14ed76eb7716

Tessa V. Ortiz-Marsh  
tessa.ortiz-marsh@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 7/14/2025 8:27:39 AM  
ID: 0665134c-76a8-49e6-a2fd-a465204a81f7

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: 7/9/2025 4:26:48 PM  
ID: 337dadda-b283-4536-a618-b9034071dc3d

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

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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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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<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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1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's™ web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. DEFINITIONS

- "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service.
- "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User.
- "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service.
- "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.
- "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased.
- "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees.
- "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>.
- "Subscription Service" means DocuSign's™ on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

#### 4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

**15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.**

**16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS** You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

**17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER**

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

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