

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 04/21/26

Resolution Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with ST Engineering LeeBoy, Inc.

for roadway maintenance equipment for the Nashville Department of Transportation & Multimodal Infrastructure.

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: _____ |

FINANCE Amount +/-: \$ _____ Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	Match: \$ _____ 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>Alla Cross</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>3/26/2026 9:54 AM CDT</u> APPROVED BY FINANCE DIRECTOR'S OFFICE: <u>Jennifer Reed/mjw</u>

ADMINISTRATION	
Council District Member Sponsors:	_____
Council Committee Chair Sponsors:	_____
Approved by Administration:	_____ Date: _____

DEPARTMENT OF LAW	
Date to Dept. of Law: _____	Approved by Department of Law: _____
Settlement Resolution/Memorandum Approved by: _____	
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 with ST Engineering LeeBoy, Inc. for roadway maintenance equipment for the Nashville Department of Transportation & Multimodal Infrastructure.

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 governmental agency, and ST Engineering LeeBoy, Inc., a copy of which is attached hereto and incorporated herein; and,

WHEREAS, Metro’s participation in this out-of-state master agreement is limited to a term that will not exceed sixty months; and,

WHEREAS, this master agreement was requested by the Nashville Department of Transportation & Multimodal Infrastructure 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 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 governmental agency, and ST Engineering LeeBoy, Inc., a copy of which is attached hereto and incorporated herein, is hereby approved.

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

RECOMMENDED BY:

Dennis Rowland
Dennis Rowland
Purchasing Agent

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjw
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Kelli Woodward
Assistant Metropolitan Attorney

INTRODUCED BY:

Member(s) of Council



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.

Departmental Information

What is your name? William Robinson / Preston Eady

What is your department? NDOT / General Services

What is your email address? Preston.Eady@Nashville.gov

What is your phone number? (615) 862-5115

In addition to your department, will other Metro departments be utilizing this cooperative? Yes.

How much do you estimate spending on this cooperative contract? 1,000,000

Cooperative Information

What is the cooperative entity? Cooperative - Sourcewell.

What is the lead agency? Sourcewell

Who is the supplier? ST Engineering Leeboy INC

Is the supplier registered in iSupplier? No.

What is the contract number? 050625-VTL

When did the contract start? Wednesday, July 9, 2025

When does the contract end? Saturday, July 7, 2029

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?

Spray injection pothole patchers
Asphalt hotboxes and reclaimers
Chip/aggregate spreaders
Brooms (ICE/electric)

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

We already have a contact with them that is expiring. Trying to get them set up.

Upload the original contract from the lead agency.

 LeeBoy Contract 050625.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 Mainte....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 maintenance equipment from LeeBoy, Inc via Sourcewell contract #050625-VTL is recommended for approval.

The anticipated project value is **\$1,000,000.00**. The estimated savings to Metro via this cooperative are **\$90,071.00**

The cooperative was requested by **NDOT**; 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 31 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 services. 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 (**7.5% average off MSRP**) leverages both the scale of cooperative membership and the competition of multiple 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 \$90,071.00.**

Impact on Minority & Women Owned Businesses

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.



Cooperative Request Signature Form

Co-Op Request Number	C2026086
Date Received	March 17, 2026

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

DR

3/20/2026 | 8:29 AM CDT

Dennis Rowland
Purchasing Agent & Chief Procurement Officer

Date Signed





MASTER AGREEMENT #050625
CATEGORY: Roadway Maintenance Equipment
SUPPLIER: ST Engineering LeeBoy Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ST Engineering LeeBoy Inc., 500 Lincoln County Parkway Extended, Lincolnton, NC 28092 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 7, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #050625 to Participating Entities. In Scope solutions include:
 - a. Asphalt recyclers and reclaimers, hot boxes;
 - b. Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters;
 - c. Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment; and,
 - d. Pavement marking application and removal equipment.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
 - i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.
- ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **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.

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

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

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

xviii) **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.

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

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

**Article 2:
Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay a one percent (1%) Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent

payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) 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.
- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

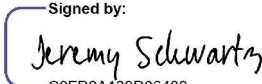
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcwell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcwell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

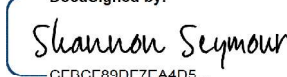
Sourcwell

ST Engineering LeeBoy Inc.

Signed by:

 By: _____
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 7/9/2025 | 7:18 AM CDT

DocuSigned by:

 By: _____
CFBCF89DF7CA4D5...

Shannon Seymour
Title: CEO

Date: 7/9/2025 | 3:53 AM PDT

RFP 050625 - Roadway Maintenance Equipment

Vendor Details

Company Name: LeeBoy
Address: 500 lincoln county Pkwy ext
lincolnton, North Carolina 28092
Contact: Brian Thorton
Email: brian.thornton@leeboy.com
Phone: 980-677-2730
HST#:

Submission Details

Created On: Friday April 04, 2025 11:39:38
Submitted On: Friday May 02, 2025 12:33:41
Submitted By: Brian Thorton
Email: brian.thornton@leeboy.com
Transaction #: e510db02-ad3a-45c1-a8b6-588a4c76dfed
Submitter's IP Address: 147.243.178.143

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	ST Engineering LeeBoy, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	LeeBoy, Rosco, LeeBoy Performance
4	Provide your CAGE code or Unique Entity Identifier (SAM):	LeeBoy does not need a CAGE code nor a Unique Entity Identifier. However, Leeboy carries a DUNS number (09-125-6297) for federal government use.
5	Provide your NAICS code applicable to Solutions proposed.	LeeBoys NAICS code is 333100
6	Proposer Physical Address:	500 Lincoln County Parkway Extended, Lincolnton, NC 28092
7	Proposer website address (or addresses):	https://www.leeboy.com
8	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):	Jay Horn Chief Financial Officer 500 Lincoln County Parkway Extended Lincolnton, NC 28092 jay.horn@leeboy.com 704-996-3317
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Brian Thornton Governmental Sales Manager 500 Lincoln County Parkway Extended Lincolnton, NC 28032 brian.thornton@leeboy.com 980-677-2730
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Shuler (Gib) Peele Inside Sales Manager 500 Lincoln County Parkway Extended Lincolnton, NC 28032 shuler.peele@leeboy.com 828-639-1298

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *

<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>LeeBoy was founded on innovation. Pioneered by B.R. Lee in 1964, from his home in Mt. Holly, NC, B.R. dedicated himself and the company to engineer and manufacture asphalt-related products that empowered users to accomplish more. This was the foundation that built LeeBoy, and led B.R. to be credited, in 1970, with the industry's first self-propelled paver. He would later develop the industry's first hydraulic screed extensions, quickly advancing the company to be recognized as a leading manufacturer of asphalt related products. It was his intense ingenuity, focus, and drive that built the company we are today - engineering and innovating world class asphalt maintenance products, technology, and services that tackle many tough tasks within the asphalt paving and maintenance industry.</p> <p>The LeeBoy brand is globally recognized. With more than 450 employees, seven of whom are direct descendants of B.R. Lee, manufacturing and selling products with pride, in our state of the art two-hundred-fifty-thousand-plus sq. ft. facility, with plans in motion to add an additional one-hundred-thirty-thousand square feet of manufacturing space, all residing within ten miles of our founder's home. We are proud of the products we manufacture, the value we provide, and of the relationships that are nurtured. Customers employ LeeBoy products to accomplish more within the asphalt paving, care, and maintenance industries. LeeBoy celebrates the sense of pride in ownership, and confidence it inspires on some of the most challenging jobs in highway and road maintenance construction. LeeBoy products, and the over four hundred-fifty people behind the brand are versatile, resilient, and nimble.</p> <p>As a leading manufacturer in this category, LeeBoy designs, manufactures, markets, and distributes asphalt paving and road maintenance solutions for construction, rental, grounds maintenance, government, and utility consumers. Striving to enable customers to complete tough jobs efficiently, and effectively. The LeeBoy brand is proven and time tested for reliability, durability, and dependability.</p> <p>Core Values and business philosophy</p> <p>The LeeBoy team employs eight core values that are the standard for the way we conduct business, treat each other, and how we interact with our partners. These values are as follows:</p> <ul style="list-style-type: none"> * People * Profit * Cultivating Markets * Customers * Integrity and Transparency * Industry Leading Innovation * Safety and Environment <p>Strengthening our growth through;</p> <ul style="list-style-type: none"> * Brand Excellence * Leadership Through Innovation * Community Presence and Partnerships * Empowerment of our People.
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12	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award, LeeBoy will continue to demonstrate our market dominate leadership through expansion, marketing, and training.</p> <p>Alongside our assigned Supplier Development Executive, LeeBoy will empower and develop internal and external sales teams through training, and contract awareness to strengthen and develop new relationships in the state, local, and education (SLED) marketplace, generating growth in brand recognition, market share, and revenue.</p> <p>LeeBoy will work in concert with our independent dealer network, and Sourcewell to strategically augment our position as a market leader. The Sourcewell contract is a strategic focus in the implementation of our sales and marketing plans which consists of the combined efforts of the LeeBoy Governmental Sales team, Corporate Sales Staff, Marketing Team, Service Staff, and our extensive dealer network. This plan centers around routine training and communication amplified through support of our internal corporate marketing resources which provide focused awareness and brand exposure for LeeBoy, and Sourcewell. LeeBoys marketing and sales plan execution includes strong local and national trade show attendance, Sourcewell Academy and University attendance, local and national association involvement and participation, print, social, and digital marketing. Our field sales team works with dealers for face to face engagement with fleet owners, and procurement professionals, as we are permitted, to position our joint value proposition (Sourcewell and LeeBoy), promoting products, cooperative purchasing and other services including cooperative leasing to lessen the burden on fleet budgets, and helping the agency acquire the tools they need to maintain their highest valued asset; their roads and streets.</p>
13	<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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>ST Engineering carries a AAA bond rating. For an audited annual report of financial standings, please visit https://www.stengg.com/en/investor-relations/annual-reports/</p> <p>LeeBoy credit references are attached.</p>
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>We estimate our market share to be 60% throughout North America for our asphalt maintenance products.</p>
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>We estimate our market share to be 40% throughout Canada for our asphalt maintenance products. .</p>
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>LeeBoy has never petitioned for bankruptcy protection in our nearly sixty-one years of incorporation.</p>
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</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>b) LeeBoy Inc., is the manufacturer.</p> <p>The LeeBoy field sales, marketing, and service associates report to the LeeBoy Governmental Sales manager for all things government sales related.</p> <p>Our dealers are independently owned and operated, not owned by LeeBoy. All dealers are subject to annual reviews and are contracted annually to ensure the LeeBoy vision, mission, values, and growth objectives are achieved.</p>
18	<p>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>	<p>LeeBoy is not required to hold any licenses of certifications to pursue business contemplated by the RFP. However, LeeBoy has an ISO 9001 certification that ensures all products and services exceed standards and demonstrates continuous improvements. Further, LeeBoy holds a truck dealer license in order to sell bitumen distributor, and spray injection pothole patch trucks to our end users.</p>

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	There have been no "Suspensions or Debarments."	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>LeeBoy is the proud recipient each year of many industry related awards for our innovations, products, community engagements, and corporate citizenship - including carbon footprint and energy savings. Below are a sampling:</p> <ul style="list-style-type: none"> - Multiple Contractor's choice awards by Roads and Bridges media - Asphalt Contractor Magazine Top 30 editors choice awards based on product surveys of end users. - Asphalt Contractor Magazine Top 30 Electric Products - AED Highest Retained Value award - Duke Energy Business Energy Excellence Award - Dream on 3 Queen City Business of the Year award 	*
21	What percentage of your sales are to the governmental sector in the past three years?	Our Government sales volume to all government sectors for the past three years represents about 15% of total sales revenue.	*
22	What percentage of your sales are to the education sector in the past three years?	Our Government sales volume to the education sector for the past three years represents about 4% of total sales revenue.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>LeeBoys cooperative purchasing program is exclusive to Sourcewell and Canoe. Recently, LeeBoy was awarded a Sourcewell Participating Addendum (PA) in the State of Nebraska.</p> <p>LeeBoy dealers have been awarded other, local contracts, that LeeBoy does not own or manage, i.e., Florida Sheriffs, NC Sheriffs, Buy Board, CoStars and other local, and state contracts. Pricing for these contracts is at the dealers discretion, but is not authorized to supersede Sourcewell pricing discount structure.</p> <p>Our current awarded contract 060122-VTL has a total sales volume of \$21,828,533.60 over the past three years. Demonstrating our growth pattern:</p> <ul style="list-style-type: none"> - 2022 sales \$3,591,768.00 - 2023 sales \$7,295,783.00 - 2024 sales \$10,940,981.00 <p>By implementing a government sales team, with intense focus on training both internal and dealer sales team, increased focus on marketing the brands (LeeBoy and Sourcewell), providing more engagement opportunities for our dealer sales teams and LeeBoy field sales team with our assigned Supplier Development Executive, and through the development and execution of a multi-layered sales plan, LeeBoy has experienced significant growth in our cooperative purchasing sales, with Sourcewell.</p>	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	LeeBoy does not hold a GSA, or Standing Offers and Supply Arrangements (SOSA).	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
The City of Los Angeles	Joe Castaletta	323-526-9204	*
Unified Government of Wyandotte County and Kansas City, Kansas	Sharon Reed	913-573-5440	*
Harford County, MD Public Works	Joseph Siemek	410-638-3285	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *
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26	Sales force.	<p>The LeeBoy Government Sales Team consists of twelve sales and marketing professionals serving all North America. Each interacting with governmental customers, throughout North America and alongside the more than 60 independent asphalt centric dealer locations, all providing world class customer experiences. This team champions the government sales process throughout their areas of responsibility, by focusing on all government consumers, and the continued growth of cooperative contract purchasing, by actively marketing the Sourcewell contract to satisfy the agency's needs and requirements. To ensure the efficiencies of cooperative purchasing are recognized, it is the cornerstone of the LeeBoy Government Sales Team model, to teach, train, mentor, and develop our dealer sales network to be proficient in the requirements of a participating agency, and at the very least, know where to get the answers when needed. The LeeBoy team is extremely well versed in government sales, and support our network of dealer sales professionals, who are standing ready to serve the government customers and employ cooperative purchasing contracts to satisfy any participating agency needs. (Please see attached Sales Regions, and Dealer Location List)</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>The LeeBoy network is made up of 60 independent, professional asphalt centric dealers, with approximately 205 locations strategically positioned throughout North America. LeeBoy employs strategy when assigning its dealers' territories to ensure the customer is receiving the world-class sales, parts, and service experience we demand.</p> <p>Semi-annually, each Territory Manager will meet with dealer executive teams to review training, performance, sales goals (commercial, and governmental), and marketing objectives. The results of these meetings are reviewed by the LeeBoy commercial and governmental sales management team for any objective and sales adjustments that need to be addressed.</p> <p>The LeeBoy dealer is responsible to inventory, market, and sell LeeBoy products with minimums assigned. Our Territory Managers assist each dealer by making recommendations that ensure products are either on hand or in the queue that best satisfy the needs of customers within the area of responsibility. A typical LeeBoy dealer projects sales well in advance and will have products on order that will satisfy a customer's need immediately, or well within the industry's lead-time expectation.</p> <p>Dealer sales and service teams receive constant training on the products they are selling and are typically assisted at delivery by the LeeBoy Territory Manager to ensure the customer is well trained, understands, and is comprehensively confident in their new purchase.</p> <p>Additionally, LeeBoy conducts LeeBoy Universities each year in our facility in North Carolina. Here dealers will send their sales professionals for three days of intense training on products, methods of selling, and demonstrations. At each of these Universities, there are 2-3 hours of government and Sourcewell training allotted, with our Supplier Development Executive in attendance. In addition, LeeBoy University includes three additional week long training session where our dealers send their service technicians for an intense week of service related training across our entire product line.</p>
28	Service force.	<p>LeeBoy employs thirty product support and service-related associates, including a rapid response team that is available twenty-four hours a day, seven days a week to assist with any complicated or immediate needs. This team is also immediately deployable to anywhere in North America as needed.</p> <p>The LeeBoy product support and service teams work in concert with our well over 1,100 dealer service technicians in the field, and the end user to assist with any parts and service needs. From assistance during an unfortunate break-down to complete rebuild guidance to assistance improving production, the LeeBoy Product Support and Parts and Service teams are on call, anytime.</p>

<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>The LeeBoy governmental sales team works with our authorized sales and servicing dealers throughout the entire sales cycle of a Sourcewell acquisition by an agency/entity. Our authorized dealers will manage the entire transaction with the end user, from quotation, to purchase order, to delivery, to acceptance and training. The sales process begins with the quote request. Once our dealer has identified an opportunity, they will request a quotation from a member of LeeBoys inside sales team. The dealer quickly receives a Sourcewell specific quotation, that includes the awarded Sourcewell contract number, agency/entity name and contact information, product description, list price, percentage of discount from the manufacturers suggest list price, along with the dollar value, and freight cost from the manufacturer to either the closest dealer location or the agency/entity. LeeBoy locks all cells on the quotation except for the remaining 4-5 lines at the bottom of the quote allowing for any additional freight and handling charges, dealer PDI, attachments, and/or sourced goods. Below lists the full procedure from quote to delivery.</p> <ul style="list-style-type: none"> - A quote request is initiated by dealer field sales. - Dealer field sales and LeeBoy Territory Managers request a quote from the LeeBoy Government inside sales team. This request is completed and recorded in the quote request pipeline for follow-up and activity reviews with our assigned Supplier Development Administrator. - The Government Sales Team is required to respond to requests within the same workday. - Once completed the quote that is presented to the participating agency will include: <ul style="list-style-type: none"> * Sourcewell contract number in the header. * Participating agency name and contact information * Dealer name and contact. * Product list price * Full product description with options. * Sourcewell contracted discount from list. * Freight charge. * Expected date of production. * Ordering instructions. - The dealer will accept the purchase order from the participating agency, and in-turn place the order with LeeBoy Governmental Sales team for review and approval. - Once the order is approved, it is assigned a build slot, which will trigger the sale to be recorded on the retail activity report to be finalized and forwarded to Sourcewell upon delivery. - Once the product is delivered and accepted by the participating agency, the dealer and field sales teams report the completion of the sale, and the retail activity report is finalized for fee calculation and dispersal to Sourcewell. - Should the dealer have the product in inventory at the time of request, the dealer is required to submit a quote request in the same method as above, except for declaring the serial number on the request which is added to the quote. Once the product is delivered and accepted by the participating agency, the dealer must complete a registration form on the dealer portal that is reviewed and approved by the Governmental Sales Manager, triggering the same process for the retail activity report for fee calculation and issuance to Sourcewell. <p>Sales records are retained per the terms and conditions or corporate policy, whichever is longer.</p>
<p>30</p>	<p>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.</p>	<p>The LeeBoy standard for the customer service experience is Gold Star. Customer service issues are addressed immediately, with multiple layers of oversight to ensure the customers' expectations are satisfied. A customer service concern is initiated at the dealer service level, the LeeBoy Territory Manager is made aware, and will work alongside the dealer, product support, parts, and/or rapid response to rectify any concern. If necessary, or warranted, the concern is elevated to the Governmental Sales Manager for a resolution. If appropriate, the Governmental Sales Manager will elevate to the LeeBoy Director of Sales, and CEO for resolution. To provide the customer with the Gold Star sales and service experience we expect from our dealers and products, LeeBoy strives to provide resolution, and/or direction for resolution within twenty-four hours or sooner.</p>

31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	<p>The LeeBoy Government Sales Team consists of twelve sales and marketing professionals serving all North America. Each interacts with governmental customers throughout North America and alongside the more than 60 independent dealers, and over 205 locations, with over 450 sales professionals, all providing world class customer experiences. This team champions the government sales process throughout their areas of responsibility, by focusing on all government consumers, and the continued growth of cooperative contract purchasing, by actively marketing the Sourcwell contract to satisfy the agency's needs and requirements.</p> <p>In order to assure the efficiencies of cooperative purchasing are recognized, it is the cornerstone of the successful business model for the LeeBoy Government Sales Team, to teach, train, advise, and develop our dealer sales network to be proficient in the requirements of a participating agency, the awarded contract, and at the very least, know where to get the answers when needed. The LeeBoy team is extremely well versed in government sales and supports our network of dealer sales professionals. Each are standing ready to serve the government customers and employ cooperative purchasing contracts to satisfy any participating agency's needs and extend our use of an awarded Sourcwell contract to aid in the efficiency of public procurement.</p> <p>LeeBoy will extend the use of an awarded contract to all sectors of the State, Local, and Education markets, non-profits, and tribal entities, throughout North America. Furthermore, we will work with Sourcwell's Military Installation Support team to extend our offerings to the extent we are permitted. In addition, LeeBoy actively works with and promotes other awarded vendors; especially NCL to provide more solutions to the participating agency, so they may fully benefit from the awarded contract, and optimize their budget spending.</p>
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>LeeBoy has made tremendous strides developing our relationships with Sourcwell and the Canoe Procurement Group, in Canada over the past two years. Participating in Room to Grow events, attending Fireside Chats, and promoting cooperative purchasing within our dealer network of twenty-two dealers' locations in Canada. The LeeBoy governmental sales team consists of two Territory Managers working alongside our dealer partners in Canada. They are supported by the Governmental Sales Manager, and seven inside sales, product management, and marketing associates.</p> <p>In order to assure the efficiencies of cooperative purchasing are recognized, it is the cornerstone of the successful business model for the LeeBoy Government Sales Team, to teach, train, advise, and develop our dealer sales network to be proficient in the requirements of a participating agency, the awarded contract, and at the very least, know where to get the answers when needed. The LeeBoy team is extremely well versed in government sales and support our network of dealer sales professionals. Each is standing ready to serve the government customers and employ cooperative purchasing contracts to satisfy any participating agency's needs and extend our use of an awarded Sourcwell/Canoe contract to aid in the efficiency of public procurement.</p> <p>LeeBoy will extend the use of an awarded contract to all sectors of the State, Local, and Education markets, non-profits, and tribal entities, throughout Canada.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>LeeBoy will market and extend the use of the awarded Sourcwell contract to all members, and non-members (increasing additional membership), to all agencies within the US and Canada including State Local and Education (SLED), tribal government entities, and non-profits. Additionally, we will extend the use of the awarded contract to any federal agencies, to the extent they are authorized to use the Sourcwell contract.</p> <p>Additional charges will be the responsibility of the ordering agency to include but is not limited to the cost of using freight forwarders, air freight, OCONUS (Outside the Continental United States) trucking, ferry transport, end destination charges and insurance etc., LeeBoy and its authorized distribution network, dealers and distributors will work closely with the agency to ensure the most economic method is used to satisfy the government customer/agency needs.</p>
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>LeeBoy will extend the use of the awarded Sourcwell contract to all members and non-members (to increase membership participation) to all sectors of the SLED (State Local, and Education) markets, non-profit, and tribal government entities throughout North America. Further, we will extend the utilization of the awarded Sourcwell contract to federal customers to the extent they are authorized to use.</p>

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>LeeBoy will extend the use of the Sourcewell contract award to all members and market segments throughout North America, to include Hawaii, Alaska and all US Territories. LeeBoy does have an authorized and contracted sales and servicing dealer with brick and mortar locations in each of these locations, along with LeeBoy Territory Manager coverage.</p> <p>Additional charges will be the responsibility of the ordering agency to include but is not limited to the cost of using freight forwarders, air freight, OCONUS (Outside the Continental United States) trucking, ferry transport, end destination charges and insurance etc. LeeBoy and its authorized distribution network, dealers and distributors will work closely with the agency to ensure the most economic method is used to satisfy the government customer/agency needs.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	LeeBoy will extend the terms of the awarded master agreement to any nonprofit entities to the extent the lead state authorizes its use, and at the lead states discretion as outlined in the master agreement.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>LeeBoy will market the contract through multiple outlets throughout North America. The following illustrates a portion of our marketing strategy.</p> <ol style="list-style-type: none"> 1) Our primary focus will be to distribute information to internal, field sales, and our dealer network on the value proposition of Sourcewell, Canoe and cooperative purchasing, training sessions, and promotions to all State, Local, and Education markets directly to and for the governmental buyer's visibility. 2) Internal marketing team with budget allocation for national marketing material development (print and digital media), and promotional products and strategies incorporating both the LeeBoy, Sourcewell, and Canoe brands. 3) Digital and print brochures labeled as Government Purchasing guides that include current, up to date product offerings as well as the links to the contract landing pages of Sourcewell, Canoe, and NCL Government Capital. 4) Governmental Sales tab on the LeeBoy(www.leeboy.com) webpage that includes Governmental Sales team contact information, links to the Sourcewell, Canoe, and NCL landing pages, training videos (internal and external, and from the Sourcewell studio alongside our assigned Supplier Development Executive, Government to Government sales process and product testimonials, link to the Governmental Sales purchasing guide. (see attached) 5) Marketing efforts; Print media, digital media, online display advertising, email blast to the governmental customer, and social media advertising. 6) Strong presence at National, State, and Local shows. LeeBoy ensures Sourcewell and Canoe awarded supplier flags, magnets, and Sourcewell logo 'ed giveaways (pens, bottle openers, and bag tags) are at every show, and displayed as prominently. 7) Online presence with LeeBoy Government sales web-tab that demonstrates the product line, and provides links to Sourcewell, and Canoe landing pages, along with primary contact information. 8) Training occurs three times per year in our facility in Lincolnton, NC where dealers send seasoned, new, and management to attend LeeBoy University. Dealer sales teams spend three days of product information, selling techniques, hands on operation on our proving grounds, and 2-3 hours per session is dedicated to Government sales and specifically Sourcewell with our assigned Supplier Development Executive on hand to present. Training also takes place during dealer sales meetings, dealer reviews and planning, as well as riding along government specific sales blitz activity with dealer sales staff. 9) Quarterly internal news publication that is distributed to all dealer management, and sales personnel that includes updates, success stories, and data as it relates to government sales, and Sourcewell/Canoe. 10) Editorial articles in National, and regional print and digital media/press <p>visit www.leeboy.com to view Government Sales web-tab and Government Sales Purchasing Guide.</p> <p>*** Government Purchasing Guide attached</p>	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>LeeBoy, the marketing team, government sales team, field sales team, dealers, and individual contributors incorporate social media including: LinkedIn, Facebook, TikTok, Instagram, Snapchat and others in our marketing strategy to enhance our brand presence, market place awareness, customer testimonials, announce products, and especially to announce programs that allow our customers to purchase quickly, efficiently, and at a great value. Further we as described in question 37, we use many of these platforms for display ads, email blasts, newsletters, and other digital outlets to deliver the LeeBoy message and value proposition alongside Sourcewell and its members.</p> <p>To ensure we deliver the right message to the right end user, LeeBoy employs third party agencies to identify algorithms. The marketing media that is created by capturing this data is dispatched to our dealer network once per week for distribution on their social media outlets to ensure a consistent message throughout North America and to a specific customer base. Sourcewell and its members receive these messages at least four times per quarter.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>In the event of an awarded contract LeeBoy recognizes Sourcewell as a partner rather than relying on Sourcewell to promote our products and services; however, LeeBoy appreciates Sourcewell's marketing presence. LeeBoy will make use of Sourcewell's marketing tools, show assets, training, Sourcewell Universities and Academies, along with the Supplier Portal to assist field sales, and brand recognition for public procurement.</p> <p>If awarded a new contract, LeeBoy would advance the incorporation of the contract into our corporate and dealer training courses, empowering internal and external dealer sales teams to realize the power of cooperative purchasing and employing the Sourcewell contract to satisfy the purchasing requirements of the SLED, tribal government, non-profit, and federal marketplaces. Sourcewell has been LeeBoys strongest government sales tool, as evidenced by our substantial growth, our focus on training and implementation of the many tools available from Sourcewell creates additional opportunity to assist agencies in the procurement processes. Most importantly, the award of this contract would become our most powerful tool for our sales and dealer partners to solve public procurements' toughest challenges.</p> <p>As we have increased our cadence in dealer sales training, we would only ask Sourcewell to continue their support of these in-person training events, be available to be present for biennial dealer principal sales meetings and continue increasing Sourcewell's presence at the major industry shows and events. As public procurement participation has increased at most of the major shows, i.e., ConExpo, World of Asphalt, Pave/X, and World of Concrete for example, having Sourcewell onsite will bring more awareness, increase brand recognition, and the opportunity for agencies to have their questions answered would be a huge benefit to the awarded vendors and impact the marketplace.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Currently LeeBoy does not offer any form of e-procurement ordering for any SLED or FED customers at current contract discounts or prices due to the complexity of the transactions. It is our hope that future technology and system advancements at LeeBoy will lead us in the development of possible deployment of an e-procurement method.</p>	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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<p>41</p>	<p>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>	<p>LeeBoy offers many forms of training across all facets of machine ownership:</p> <ol style="list-style-type: none"> 1) LeeBoy offers the option for any scheduled visits to our facility in Lincolnton, NC. <ol style="list-style-type: none"> a) Our multi-acre proving grounds provides the opportunity for operators to be trained by our Product Management and Sales Team on any product we manufacture. Operators can operate the machinery and fine tune their skills to optimize production, or multiple products to find what fits their skill set, or task requirement best. b) Also, onsite operators and shop personnel can be trained in anything from complete rebuild to daily maintenance requirements, general repair and preventative maintenance through working with Product Management, our engineering team, and internal parts and service. 2) LeeBoy supports the option of a dealer demonstration program where the agency will have an available machine delivered to their facility, receive full walk-around, and operational training and potentially use the product prior to ownership commitment to see if the product fits their requirements. 3) Our standard offering is upon delivery of a purchased product, the purchasing agency will receive full operational and service training from a trained and qualified dealer sales and service team, typically a representative from the LeeBoy field sales team will be present, if available. 4) As standard, parts and service access from our over 205 dealer facilities throughout North America are trained and qualified to assist with any question, concern or service requirement. The LeeBoy parts and service department will support and be available to assist if needed. 5) Throughout the 65 independent dealer network, with over 205 locations, LeeBoy assists as product specific operator, service, and uptime training seminars are conducted, and are typically held in the early spring months. Dealers will schedule, and send invitations to the agency for their participation, and attendance. These seminars are often heavily attended by government agencies.
<p>42</p>	<p>Describe in detail your 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.</p>	<p>The LeeBoy standard two-year warranty program is not limited or restricted by hour usage. Any defect in the machine not caused by in-proper utilization will be warranted according to the attached warranty document. LeeBoy warrants all parts manufactured or installed by LeeBoy, except engines, truck chassis, or tires, which are warranted by the engine, truck and/or tire manufacturer. LeeBoy has no corporate policy for exchange or returns. However, LeeBoy has always stood behind any product we manufacture. Our products will be free of defects, in any event where the product is found not to be free of defects, LeeBoy will take precise actions to mend any defect, and ensure the customers complete satisfaction. Additionally, LeeBoy offers extended warranty programs if requested by the customer or dealer. These can extend the warranty by an additional one to three years in addition to the LeeBoy factory warranty.</p> <p>**Please see attached warranty sheet</p>

<p>43</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>As a market leader in the asphalt paving and maintenance industry, LeeBoy maintains its strength and leading-edge performance through technological advancement.</p> <p>Telematic machine monitoring: Remote monitoring is available on nearly every product we manufacture. This monitoring provides feedback to the owner of the machine's location, operating status, and any service requirements.</p> <p>Educational: LeeBoy University online is preparing a completely updated curriculum for release. This video series will target everyone from sales to end users, and service technicians to stay informed. Government sales and cooperative purchasing have spots reserved, including a video recently produced with our Supplier Development Executive, from the Sourcewell studio.</p> <p>Rear camera: An optional rear camera is available on many of the products included in this response. Providing operators with a rearview from the operator's seat to see obstacles, identify safety hazards, and additional viewpoints in some applications.</p> <p>Comfort features: LeeBoy is known for its operator comfort, helping them to stay productive and focused on long days. Available features include enclosed, sealed, cabs, with available filtration on select products, sound dampening features; automatic heating and air conditioning, clear visibility with more glass surface area, maximum legroom and head room; adjustable seats ergonomic controls, joysticks, and panels, radios with auxiliary input jacks, cupholders, storage and floor mats.</p> <p>Zero Emissions: LeeBoy offers four, and of the industry's only zero-emission products in this category. The 8520C all-electric paver, the RB50 all-electric mid-mount rotary broom, the NV55 all-electric front mounted rotary broom, and the e-Max all-electric bitumen distributor truck. The first of their kind, and in full production these products offer the industry's first and only zero emission, fully electric options, creating the best combination of high performance, low noise, and operator comfort, all while eliminating tailpipe exhaust emission.</p> <p>In-house wiring: LeeBoy engineers, designs, and builds the entire electrical system on every product. Our in-house wiring department creates every facet of the electrical system with our state-of-the-art wire and wire loom machines. The wiring department constructs the electrical system from fuse box to plug, including a woven wire loom for extra-long service life.</p> <p>Hydraulic hoses and lines: LeeBoy completely manufactures all hydraulic lines and hoses in-house for superior quality control, and serves as a cost reduction for our dealers, and end-use customers.</p> <p>Remote control options: An option for remote control, for in-cab control of material flow from our tack trailer, creating a significantly safer job site. This alongside the introduction of a six-hundred-gallon trailer mounted tack distributor with material flow control, remote control function, and electric function options, has especially afforded the government agency a more affordable, easier to operate, and a much smaller package for their tack distributor needs.</p> <p>Centralized manifolds and automatic lubrication: Remote-centralized manifolds and automatic lube options for maintenance needs have been engineered into several products meeting the specifications of this contract.</p>
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44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>As a leading innovator in asphalt paving and maintenance, LeeBoy is passionate in our search for our contribution to creating a better planet. As the first to market with four all electric production machines since 2020; the eMax all electric bitumen distributor, the 8520C all electric commercial class paver, the NV55 all electric front mount rotary broom, and the RB50 all electric mid-mount-rotary broom, LeeBoy is relentless in its pursuit of clean energy offerings and exceeding standards in our nearly 250,000 total square feet of manufacturing space. Plans for our 130,000 square foot expansion include the installation of roof mounted solar panels to decrease our facilities impact on the electric grid.</p> <p>Recently awarded, in 2023, the Duke Energy Excellence Award, that celebrates our significant impact savings earned through strategic measures within Duke Energy's business efficiency program. These efforts along with other self-imposed initiatives throughout the ST Engineering business unit footprint, we have reduced greenhouse gas emissions by 71% over the past ten years. Continuing efforts align with a reduction of an additional 70% in the next ten years.</p> <p>Some examples of these self-imposed efforts are below:</p> <ul style="list-style-type: none"> - Purchase of solvent recycling system for painting operations. - Purchased a more efficient paint control system, reducing waste. - Engineering improvements to extend the life cycle of all products. - Hundreds of recycling receptacle's throughout our the entire facility. - All scrap metal is recycled. - All cardboard is recycled. - Recycled batteries. - Recycled computers. - All aerosol cans are collected and recycled. - All lighting in the facility has been replaced with LED. - Purchased a water treatment plant to clean our wastewater. <p>LeeBoy is making great strides in our efforts to be the best corporate citizen and provide the best we can for the generations that follow.</p>	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All products offered will be compliant with the EPA (Environmental Protection Agency) Tier4 requirements, and CARB (California Air Resources Board), as required.	*
46	Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment.	<p>Products offered are engineered to standards complying with all Federal standards, and in efforts to ensure our ingenuity is leading the way, LeeBoy takes additional steps to exceed where we are able. Asphalt is reliant on a heat source that will maintain it for long periods of time, without over or underheating. Both under and overheating have consequences for asphalts viscosity, ability to adhere to aggregates, be handled, make long lasting repairs, and compact. LeeBoy was founded and has excelled in specifically handling asphalt and has been a leading manufacturer of these products for our over sixty-one years in business.</p> <ul style="list-style-type: none"> - All products utilizing diesel or propane as their heat source are thermostatically controlled, often sampling temperatures in multiple locations to ensure even heat, and distribution of the heat generated by the heat source. - All liquid and asphalt heaters are insulated by products that exceed the industry standard. This insulation ensures the product being heated retains its heat inside the tank or box for extended periods for fewer heat cycles, which results in reduced fuel consumption. - All liquid and asphalt product heaters are thermostatically controlled to apply heat only when the product calls for it, to lower the consumption of the fossil fuels required. - All liquid and asphalt product heaters include the option for electric overnight heat, to hold the material at near working temperature while in short-term storage. This significantly reduces dependency on fossil fuel burning heat sources that bring the product temperatures up to working temperature. - Machines that do require Internal Combustion Engines as their power source, meet or exceed standards set forth by the EPA, and in some cases the California Air Resources Board, according to the manufacturer of the engine. - LeeBoy makes it largest commitment and impact reduction efforts through our integration and expansion of our all electric product offerings. Our line-up of four all electric products include the 8520C all electric paver, RB50 all electric mid-mount rotary broom, NV55 all electric front mount rotary broom, and the eMax all electric bitumen distributor. 	*
47	Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact.	<p>LeeBoy uses Sherwin Williams low-VOC paint products.</p> <p>LeeBoy has incorporated Methyl Amyl Ketone (MAK) solvent into our paint process. MAK has a lower density compared to other solvents with similar evaporation rates, like esters, aromatic hydrocarbons, and glycol ethers. This means formulators can use more volume of solvent in a given weight, contributing to lower VOC content.</p>	*

<p>48</p>	<p>Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.</p>	<p>LeeBoy commits significant time and effort ensuring the operator is safe, confident, and comfortable when operating a LeeBoy machine. Our engineers attend shows to listen to the operator and they receive constant feedback from the field to ensure we meet the requirements of the operator. Any machines that do or can require the operator to leave ground level have ergonomic grab handles, or railing for three-point contact safety. Steps will be skid resistant and offer the operator ample ingress and egress space.</p> <ul style="list-style-type: none"> - Our broom products are manufactured with an industry leading and patented bristle replacement feature that can be completed by a single operator and requires less than fifteen minutes and no tools to complete the replacement. - Optional cabs for brooms offer HVAC, dust particle filtration, adjustable steering wheels, adjustable arm rest, seat recline, and seat depth adjustment, back-up camera and audio options. - The in-cab controls of our pothole repair trucks, and tack distributor trucks are positioned so that the operator has access from the full comfort of the seat, and without distracting them from looking forward. Additionally LeeBoy goes beyond the industry standard by supplying the safest in class tank access ladders and oversized platforms for optimal operator safety at height. - The force feed loader offers an enclosed cab with HVAC and unobstructed views from the large panel glass. Seats have adjustable arm rests, adjustable recline, and seat depth slide for operator comfort. Options available on the force feed loader allow the operator to choose between left, right or rear material discharge, central and automatic lubrication, and audio options. - The variable width chip spreader offers the operator multiple seating positions, unobstructed 360degree visibility, and an operator seat with adjustable arm rest, seat depth and recline angle options. The steering wheel is adjustable. - The road widener encompasses many of the same features as the chip spreader for operator comfort. Onboard storage for optional width extensions requires little to no lifting, requiring fewer operators to install. - The asphalt hotbox offers as standard - tool, safety equipment and necessity storage, including standard, as built compactor storage. With options for mechanical lifts and hoists to raise and lower compactor on and off the storage area. Operators are kept out of the flow of traffic with left to right opening material loading doors, access to the inside of the hotbox is gained from either the safety of the full frame width platform on the trailer deck, or from the largest unloading door in the industry from the rear of the machine. <p>This names a few of the features of some of the products offered for this submission to demonstrate the great length LeeBoy goes to ensure operators are safe, confident and comfortable when they operate our machines. LeeBoy prides itself on providing the operator with a product that exceeds their expectations to keep them comfortable as they perform some of the most straining tasks in the asphalt industry.</p>	<p>*</p>
<p>49</p>	<p>Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety.</p>	<p>Safety is paramount in the training, engineering, design, and operation of all LeeBoy manufactured products. During machine orientation, operators will be fully trained and made aware of all safety precautions per LeeBoy protocol, and as described in every operator's manual. The intent will be that safety precautions exceed most protocols, but operators will never be trained to supersede any protocol established by the agency. Most machines offered by LeeBoy in this category require no special fire prevention training, or requirements beyond fire extinguisher operation. Most products offered will have no exposed flame, and a very low risk of fire.</p> <p>Operators will be encouraged to don all safety gear as outlined by their agency, and any regulation surrounding the task. High visibility gear, eye, hand and foot protection should always be required for this application and are about the extent of our requirements for this response.</p>	<p>*</p>

<p>50</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>LeeBoy is proud to submit multiple, unique products meeting the needs of participating entities in this category. Following traditions and standards that were engrained by our founder, B.R. Lee, over 61 years ago, LeeBoy remains committed to providing customers with products and services intended to empower owners and operators with best-in-class quality and value. The LeeBoy brand is represented by dealers in all 50 states, and nearly every province in Canada, along with a team of well-versed and educated in government sales product support, and sales that is strategically positioned across the US and Canada. Led by a Governmental Sales Manager whose role was intentionally created to provide sales and service programs and management that raises the bar for the government agencies spanning every sector of government purchasing.</p> <p>Products within this category assist agencies in repairing, maintaining, and extending life of their most valuable asset, their roads and highways. LeeBoy offers the widest range of products in this category, with award winning resale value retainage, including multiple pothole repair techniques and options, multiple chip spreading options that extend the life of the road and highway, shoulder extension and repair products, shoulder and ditch reclamation machines, and liquid bitumen distributor options from one-hundred-fifty-gallon manual dispense up to four-thousand gallon fully automated distributor trucks. The LeeBoy product line, in this category are world class products supported by well trained, well versed in cooperative purchasing and government sales and service, with over sixty-one years of manufacturing experience, and knowledge. The products in this category answer the complaint most heard by the participating agency from their constituents, and the products and support staff are well able, and prepared to assist the agency in making long-lasting and permanent maintenance and repairs.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
51	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	When appropriate LeeBoy utilizes strategic partnerships for sourcing, services, and sales to meet supplier Diversity Plans, Small Business Subcontracting Plans, and key Socio-Economic/Small Business procurement objectives. Among our attached dealer list, we have several independently owned dealerships that Women Owned, or Veteran owned. - Monroe Tractor in New York is a woman owned entity. A few of our Veteran owned entities: - Mid-South Machinery - Mississippi - Nixon-Egli Equipment - California - Closner Equipment - Texas - ASCO - Texas Veteran Founders - Mclean Company - Ohio - Hoffman Equipment International - New York - Richmond Machinery - Virginia - Allied Machinery - Hawaii - Pape Machinery - Oregon/Washington
52		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None of our current dealers are registered as MBE
53		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Monroe Tractor - New York State
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None of our current dealers are registered as DOBE
55		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Veteran Owned: - Mid-South Machinery - Mississippi - Nixon Egli - California - Closner Equipment - Texas - ASCO - Texas Veteran Founders: - Mclean Company - Ohio - Hoffman Equipment International - New York - Richmond Machinery - Virginia - Allied Machinery - Hawaii - Pape Machinery - Oregon and Washington State
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None of our current dealers are registered as SDVOB
57		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None of our current dealers are registered as SBE
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None of our current dealers are registered as SDB
59		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None of our current dealers are registered as WOSB

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
60	Describe your payment terms and accepted payment methods.	The terms of sales to our dealer network are net-30 days. Our contracted and authorized sales and servicing dealers handle the terms to end user/agency.

61	Describe any leasing or financing options available for use by educational or governmental entities.	<p>LeeBoy promotes NCL Government Capitol for government and municipal funding. We maintain an excellent relationship with NCL's Chris Canavati, and our Account Executive, Jake Ost.</p> <p>LeeBoy and our authorized sales and servicing dealers may offer other leasing options sourced on their own, or one of our in-house third party lender's, however for municipal funding, NCL Government Capitol is our primary option.</p>	*
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Standard transaction documents will include:</p> <ul style="list-style-type: none"> - Standardized Sourcwell Specific quote form as attached. * Unique quote number for internal tracking, Internal reporting, Sourcwell Supplier Development Executive review, and follow-up. * Highlighted Sourcwell contract number in the header. * Agency name and contact information. * Dealer Name and contact information. * Product description and options list. * Detailed list pricing to the right of the product description. * List price subtotal. * Sourcwell contracted discount from list. * Freight charge. * Unlocked section for dealer added options ex. PDI, sourced goods, additional discounting, extended warranty options. <p>Invoicing will reflect the itemized quote making it easy for the entity to cross reference.</p>	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	LeeBoy does not currently accept P-card payment. LeeBoy authorized sales and servicing dealers may opt to accept this method of payment.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>The LeeBoy pricing model will be ceiling based beginning with a specified discount by percentage off the manufacturer's suggested list price by product or product category. Price pages are attached.</p> <p>Canadian pricing can be calculated by adding the current exchange rate, and any applicable taxes, and or tariff fees, if applicable.</p>	*
65	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.	<p>Ceiling based pricing discounts will start at 10% off manufacturers' suggested list price for new equipment ordered or in dealer inventory.</p> <p>LeeBoy and its authorized sales and servicing dealers will offer a 5% discount on the advertised price of in stock used equipment to Sourcwell participating agencies.</p> <p>LeeBoy and its authorized dealers will also offer a discount of 10% off the advertised price of rental inventory to Sourcwell participating agencies.</p> <p>Sales of used equipment and rental activity will be included in the sales activity and fee dispersal report.</p>	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Quantity or volume discounts are available. Example: Purchase order transactions that contain multiple units of a product category, or model with factory installed options and attachments of quantities of 5 or more may receive an additional discount of 1% or more, and/or freight cost reductions if available through corporate programs.</p> <p>Throughout the term of the contract, LeeBoy may offer additional discount incentives as they pertain to manufacturing pressure, discount programs, overstocked inventory, and market share opportunity.</p> <p>**LeeBoy corporate price pages are attached.</p>	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	LeeBoy does allow for "sourced" products or related services, or "open market" items or "nonstandard options" to be itemized and offered on our standard Sourcwell member quotes and orders. Such items may be offered at the dealer price plus 24%.	*

68	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.	<p>Elements of the total cost of acquisition not included in the submitted pricing response may include such items as manufacturer freight and destination charges, any applicable state and local sales tax, dealer assembly/installation charges, set up if applicable, pre-delivery inspections, document fees, finance fees, insurance costs, environmental disposal costs, freight forwarding costs, material surcharges, fuel surcharges, fuel tank fill charges, transfer costs, surcharges, air freight costs, dealer final destination charges, service plans, tariffs, extended warranty fees, warranty escrow.</p> <p>** Note Predelivery, and installation costs are associated with the local independently owned and authorized LeeBoy dealership shop and labor rates.</p>	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Freight costs or destination fees (depending on product type, size, and weight) from the factory to the agency or the authorized dealer, will be detailed on the quote and invoice and paid by the agency or customer unless otherwise agreed. Depending on the product size, quantity or category, there could be a combination of freight, destination charges, fuel surcharge, or dealer destination charge. Units will always be shipped from the factory or transferred from another location to the nearest authorized sales and servicing dealer for pre-delivery inspection and parts/attachment installation, unless unforeseen circumstances cause deviation from this procedure. The local authorized sales and servicing dealer will contact the end customer for delivery, inspection, acceptance, and training at a date and time determined by the agency/entity.</p>	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>When a product is shipped to Alaska, Hawaii, remote parts of Canada, or any offshore delivery, the agency/entity will be responsible for the additional freight, air freight, sling load, barge, ferry, third party freight forwarding charges, and any required additional insurance required while in transit. Additional charges will be discussed and reviewed by the purchasing entity prior to placement of the order. LeeBoy and/or its authorized sales and servicing dealer will work with the purchaser throughout the sale and delivery process to ensure expectations, and the desired delivery process satisfies the desire specified by the purchasing agency/entity.</p>	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>LeeBoy authorized sales and servicing dealers are required to maintain an acceptable and suggested in-stock inventory as product lines are available. It is typical that an agency/entity can visit the dealer's location and/or schedule a demonstration at either their location or the dealership to see, walk-around, learn, and/or operate a product they are considering for acquisition. This is standardly accepted practice and is urged and supported by LeeBoy as part of the sales process.</p> <p>Other than previously mentioned methods of delivery, in this cell or others, if a unique situation should arise, as they sometimes can in the normal process of any sale, the LeeBoy Government sales team, and our dealers are prepared to work in concert with the purchasing entity/agency to resolve or satisfy their needs/requirements.</p>	*

<p>72</p>	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.</p>	<p>LeeBoy will employ multiple layers of self-audit to help ensure compliance with the proposed agreement with Sourcwell. The Government sales team includes two inside sales administrators. Their role ensures quote distribution to dealer field sales, who requests the quote on behalf of the agency/entity, recording all quote activity, purchase order processing, sales activity log, and preparation of the retail sales activity log for submission and fee dispersal to Sourcwell.</p> <p>All quote activity is reported to and reviewed by the Governmental Sales manager for monthly reconciliation and review with LeeBoy field sales team in addition to frequent activity reviews with our assigned Supplier Development Executive. All purchase orders are reviewed, audited, and approved by the Governmental Sales Manager prior to submission into the production queue. Once an order is submitted into production, a notation on the sales activity log is triggered with an expected delivery date. Once the product is delivered and accepted by the purchasing agency/entity the data from the sales activity report is converted to the retail sales report for submission and fee dispersal to Sourcwell.</p> <p>In the event a product is sold from dealer inventory, the dealer is responsible to register that product through the online dealer portal, noting the purchasing agency, and method of sale. All in-stock Sourcwell deliveries will be verified by the internal sales team, LeeBoy Territory Managers, and the Governmental Sales manager and recorded in the retail sales activity log for reporting and fee dispersal to Sourcwell.</p> <p>In addition, all LeeBoy dealers will be sent a monthly reminder from the internal sales team to report any products sold from inventory, or those that were finalized after any delay for attachment and/or sourced good installations, or to convenience the purchasing agency/entity to name a few examples.</p> <p>The LeeBoy government sales team will assume full ownership of the complete process from quote to fee dispersal for any Sourcwell opportunity ensuring complete accuracy, and full disclosure to the agency/entity and Sourcwell. Our price sheets were re-engineered recently to both simplify the quote process, and to lock all cells, except for blank lines left for any dealer added discounting, sourced good, or additional cost associated with freight, PDI, and/or but not limited to additional training, etc. This ensures quotes must be requested, cannot be copied, and that LeeBoy has a full and complete record of every quote and transaction from start to finish.</p> <p>** see attached sample of the LeeBoy Sourcwell quote, and quote log.</p>
<p>73</p>	<p>If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.</p>	<p>LeeBoy will establish a sales goal in every category of field sales. The Government Sales team is responsible for establishing the sales goal for both dealers and Territory Managers based on quoting activity, the close rates of prior years, projections, and market data. Data is tracked on the following basis:</p> <ul style="list-style-type: none"> - Territory Manager sales status review with Governmental Sales Manager using PowerBI data for every category in their AOR taken from on-order status reports, shipment/delivery reports, registrations, and dealer reporting. - Semiannual dealer reviews are conducted by LeeBoy Territory Managers, and Governmental Sales Manager. Dealers are presented with their results against their goal, on order status, quote activity year over year, and month over month, and any lost sales activity reporting for market awareness. This is a formal meeting, but Territory Managers are in regular contact and following with their dealers at least bi-weekly. <p>LeeBoy employs PowerBi for all sales and production activities. Every category of Governmental sales has a tab with sales history and data. Through tracking, data acquisition, reporting, audit, and follow-up, LeeBoy will have real-time data that will demonstrate the success of the potential agreement, as will it help us identify areas of North America where we need to intensify focus to ensure success.</p>

74	<p>Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.</p>	<p>LeeBoy proposes an administration fee structure of no more than one percent or 1%. The proposed discounts offered will allow LeeBoy to offer additional incentives to Sourcewell members to best satisfy the current market-constrained budgets and meet the competitive arena within the market's opportunity.</p> <p>Given the current uncertainty in market conditions and uncertainty in the Canadian marketplace, and since Canadian sales are reported in CAD rather than US dollar, we propose the administration fee be paid upon the average exchange rate (FX) for the given quarter. The payment to Sourcewell from LeeBoy will be in US dollars. Example: \$100,000 CAD / 1.38 (current FX) = \$72,463.77 US. Administration fee payment: 72,463.77 x 1% = \$724.64</p>
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Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
75	<p>The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.</p>	<p>The pricing LeeBoy is offering is our best available pricing. To realize the benefit a Sourcewell awarded contract offers its suppliers, we believe we must provide the Sourcewell participating agency/entity with our best possible pricing. Because a competitively awarded contract from Sourcewell provides the agency with the opportunity to buy what they want from who they want it is our duty to supply them with our best possible pricing. As important to realize it is not our responsibility to eliminate the bid process, but only to satisfy it, and deliver the agency the best possible value, from the best possible manufacturer, with confidence that the acquisition was legal and meets the standards and requirements for purchasing and their asphalt care and maintenance needs.</p>

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>The LeeBoy product offering aligns with the scope of this Sourcewell RFP. The breadth of our product offering of new, used, and rental equipment for sale, lease, and rental include hot boxes, chip spreaders, spray injection pothole patchers, and broom/sweeper options including a fully electric offering, along with associated attachments, implements, accessories/parts, standard and extended warranty options. LeeBoy intends to add additional products to our product catalog and offering as the market is developed through organic growth to serve Sourcewell and its members in the asphalt maintenance industry.</p> <ul style="list-style-type: none"> - Self-propelled chip spreading - Spray injection pothole patching - Asphalt hotbox/reclaimer - Front mount broom - Center mount broom - Three-wheel broom. - All electric front mount highway broom - All electric center mount highway broom
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>As a market leader in the asphalt paving and maintenance industry LeeBoy offers many value-added solutions that fit within the subcategories of this RFP.</p> <p>Skid and trailer mounted tack tanks for asphalt patching, and chip spreading</p> <ul style="list-style-type: none"> - 150-gallon tack - 300-gallon tack - 600-gallon tack - 600-gallon tack fully automated, self-powered, trailer mounted tack distributor <p>Small to medium class compaction products are associated with road and highway maintenance. Pothole and road hot/cold asphalt patching, and chip spreading require compaction to complete the process for long lasting and/or permanent repairs.</p> <ul style="list-style-type: none"> - LB5013 - BR36 - BR48 - BR48R <p>Distributor truck with tank capacities ranging from 990-4,000 gallons specifically for chip spreading and pavement repair.</p> <ul style="list-style-type: none"> - Maximizer2 - 12' spray bar - Maximizer3 - 16' spray bar - Maximizer4 - 24' spray bar <p>Force Feed Loader - designed and engineered to remove overgrowth from the roadside and secondary ditching to increase drainage, prepare a road for chip spreading, resurfacing, and snow furrow removal-displacement.</p> <ul style="list-style-type: none"> - 3000C <p>Road widening - is instrumental in the road maintenance industry. It's role is to extend the width of roads, backfill and grade a road edge, and patch deteriorated shoulders from one foot to ten feet. This product distributes top soil, aggregate, or asphalt making it a versatile, and highly desirable for its ability to support many tasks in roadway maintenance.</p> <ul style="list-style-type: none"> - 4130B <p>Motor grader options that support maintenance efforts prior to patching, chip spreading and resurfacing.</p> <ul style="list-style-type: none"> - 685 - 695 <p>Asphalt pavers ranging in size and purpose for road patching, walking and bike path construction, parking lot and secondary road resurfacing and construction.</p> <ul style="list-style-type: none"> - 1000G - 7000C - 5300 - 8500 - 8510 - 8515 - 8520 internal combustion and electric - 8608 - 8616 - 8616 - 8680

Table 78: Depth and Breadth of Offered Solutions

Indicate below if the listed category or type of solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
78	Asphalt recyclers and reclaimers, hot boxes	<input checked="" type="radio"/> Yes <input type="radio"/> No	LeeBoy manufactures product(s) that meet this description.	*
79	Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters	<input checked="" type="radio"/> Yes <input type="radio"/> No	LeeBoy manufactures product(s) that meet this description.	*
80	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	LeeBoy manufactures product(s) that meet this description.	*
81	Pavement marking application and removal equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	LeeBoy does not manufacture a product that meets the requirements of this description.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - LeeBoy Sourcewell Corporate Price Pages.pdf - Friday May 02, 2025 11:53:29
- [Financial Strength and Stability](#) - LeeBoy Credit Reference Sheet..docx - Friday May 02, 2025 12:03:26
- [Marketing Plan/Samples](#) - LeeBoy-Government Purchasing Guide.pdf - Friday May 02, 2025 12:15:37
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - LeeBoy Standard Transaction Examples.zip - Friday May 02, 2025 12:12:05
- Requested Exceptions (optional)
- [Upload Additional Document](#) - LeeBoy North America Dealer and Territory Manager Assignments.zip - Friday May 02, 2025 12:13:35

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. 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, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jay Horn, Chief Financial Officer, ST Engineering LeeBoy Inc.

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

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Roadway_Maintenance_Equipment_RFP050625 Wed April 23 2025 04:17 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Roadway_Maintenance_Equipment_RFP 050625 Tue April 8 2025 02:54 PM	<input checked="" type="checkbox"/>	1



RFP #050625
REQUEST FOR PROPOSALS
for
Roadway Maintenance Equipment

Proposal Due Date: May 6, 2025, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Roadway Maintenance Equipment to result in a procurement 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 May 6, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	March 18, 2025
Pre-proposal Conference:	April 18, 2025, 10:00 a.m., Central Time
Question Submission Deadline:	April 28, 2025, 4:30 p.m., Central Time
Proposal Due Date:	May 6, 2025, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	May 6, 2025, 4:30 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 master agreement 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 master agreement expanding the reach of awarded 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 MASTER AGREEMENTS

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

- Federal and state government entities¹;
- 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 master agreements are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;

¹ 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.

- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
 - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
 - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
 - Indigenous self-governing bodies;
 - Airport authorities;
 - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
 - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future 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 master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements 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.

C. INTERGOVERNMENTAL SUPPORT AGREEMENTS

Pursuant to 10 U.S.C. § 2679, United States Department of Defense authorized installations may access Sourcewell's awarded cooperative purchasing master agreements through an Intergovernmental Support Agreement with Sourcewell. All transactions completed through this Intergovernmental Support program are directly facilitated by Sourcewell and may be subject to additional terms and conditions.

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 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, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Roadway Maintenance Equipment, including, equipment, attachments, accessories, and related technology designed or primarily intended for use in the maintenance of road and highway surfaces, such as:
 - a. Asphalt recyclers and reclaimers, hot boxes;
 - b. Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters;
 - c. Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment; and,
 - d. Pavement marking application and removal equipment.

Proposers may include equipment, accessories, and services directly related to the Roadway Maintenance Equipment solutions in 1. a.-d. above to the extent that these solutions are complementary to the equipment, products, or services being proposed.

2. The primary focus of this solicitation is on Roadway Maintenance Equipment. This solicitation should NOT be construed to include road construction equipment.

3. This solicitation does not include that equipment, products, or services covered under categories included in pending or planned Sourcwell solicitations, or in master agreements currently maintained by Sourcwell, identified below:

- a. Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies (RFP #101221);
- b. Public Utility Equipment with Related Accessories and Supplies (RFP #110421);
- c. Roadway Paving Equipment (RFP #060122);
- d. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222);
- e. Trailers with Related Equipment, Accessories, and Services (RFP #092922);
- f. Heavy Construction Equipment with Related Attachments, and Technology (RFP #011723);
- g. Medium Duty and Compact Construction Equipment with Related Attachments (RFP #020223);
- h. Portable Construction Equipment with Related Accessories and Attachments (RFP #020923);
- i. Rental Equipment, Products and Related Services (RFP #040924);
- j. Road Right-of-Way Maintenance Equipment (RFP #032525); and,
- k. Roadway Work Zone: Safety & Traffic Management Equipment with Related Products (RFP #042225).

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.

Sourcwell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. 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 master agreement.

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

C. REQUIREMENTS

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

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

D. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

Based on past volume of similar master agreements, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD 30 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement 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 master agreement award.

G. ADDITIONAL CONSIDERATIONS

1. Master agreements 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 master agreement 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 service. Each line must indicate the proposer's published "List Price," as well as the "Master Agreement 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 master agreement 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 agreed upon 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 awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all 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. MASTER AGREEMENT

Proposers awarded a master agreement will be required to execute a master agreement 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 Master Agreement 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 identify any exception, or to request any modification, to Sourcewell's standard master agreement terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. 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 master agreement document provided to the awarded supplier for signature.

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

Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the “MY BIDS” section of the Sourcewell 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:

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

D. PROPOSAL SUBMISSION

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

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

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

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

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

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

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. 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 in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more master agreements 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 master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
 - a. A comprehensive selection of the requested equipment, products, or services;
 - b. A sales and service network ensuring availability and coverage for Participating Entities' use; and

- c. 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	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, 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 master agreement award(s) or non-award. 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 master agreement, 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 master agreements 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 master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a master agreement 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 Chapter 13, after negotiations are complete, including pricing and financial data. Sourcewell considers negotiations complete upon execution of a resulting master agreement.

Proposers are explicitly cautioned not to submit any data that they consider to be confidential, proprietary, or trade secret, as such data will not be treated as confidential and will be subject to public disclosure in accordance with Minnesota law.



04/08/2025

Addendum No. 1

Solicitation Number: RFP 050625

Solicitation Name: Roadway Maintenance Equipment

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

Question 1:

Does this RFP include road sweeping equipment?

Answer 1:

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 RFP Section II. B (Requested Equipment, Products or Services). However, only those products within the scope of this RFP will be included in any contract awarded by Sourcewell.

End of Addendum

Acknowledgement of this Addendum to RFP 050625 posted to the Sourcewell Procurement Portal on 04/08/2025, is required at the time of proposal submittal.



04/23/2025

Addendum No. 2

Solicitation Number: RFP 050625

Solicitation Name: Roadway Maintenance Equipment

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

Question 1:

If all our equipment is already part of contract # 060122 (Roadway Paving), do we still submit a response for RFP # 050625? Is RFP 050625 the replacement for RFP 060122? Thank you.

Answer 1:

RFP Section II. B. 3. identifies equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell that have been excluded from consideration under this RFP. The documentation for those excluded categories can be found on the Sourcewell website by using the search function, with the 6-digit RFP number, a list of awarded contract vendors can be displayed.

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 RFP Section II. B (Requested Equipment, Products and Services.) However, only those products within the scope of this RFP will be included in any contract awarded by Sourcewell.

RFP #050625 is a resolicitation of RFP #080521.

End of Addendum

Acknowledgement of this Addendum to RFP 050625 posted to the Sourcewell Procurement Portal on 04/23/2025, is required at the time of proposal submittal.

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Nashville, TN 37219

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Dennis Rowland

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Purchasing Agent & Chief Procurement Officer

Security Level: Email, Account Authentication
(None)

Dennis Rowland

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Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication
(None)

Jenneen Reed/mjw

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Viewed: 3/26/2026 9:54:04 AM

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Electronic Record and Signature Disclosure:

Accepted: 3/26/2026 9:54:04 AM

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Kelli Woodward

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Security Level: Email, Account Authentication
(None)

Kelli Woodward

Sent: 3/26/2026 9:54:59 AM

Viewed: 3/26/2026 10:32:48 AM

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 3/26/2026 10:32:48 AM

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Signer Events	Signature	Timestamp
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 3/26/2026 10:33:22 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Sally Palmer
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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 3/26/2026 9:25:35 AM
ID: 25f0985a-5448-4be6-a463-cea5c909dff7

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(None)

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Accepted: 3/26/2026 10:32:48 AM
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Amber Gardner
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Austin Kyle
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(None)

Electronic Record and Signature Disclosure:
Accepted: 3/26/2026 10:15:13 AM
ID: 9cf0e57a-824b-40bb-83b5-4236276b572f

Gary Clay
gary.clay@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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John Stewart

john.stewart@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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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

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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