



Solicitation Number: RFP #060122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Astec Industries, Inc., 1725 Shepherd Road, Chattanooga, TN 37421 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Paving Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 1, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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

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

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

B. **WARRANTY.** All Equipment, Products, and Services furnished under this Contract will be covered by Supplier's Standard Warranty at the time of purchase. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Notwithstanding the foregoing, Supplier may subcontract certain of its rights and obligations under this Contract to its subsidiaries and/or dealers for performance without Sourcewell's prior written consent

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent or intentional act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier will not be liable hereunder for any special, incidental, indirect, or consequential damages of any nature whatsoever, including, but not limited to, lost profits, loss of use, or loss of contracts, even if advised of the possibility thereof. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds and provides advance written notification to Supplier. Supplier retains the right to reject any order of a Participating Entity that implicates any portion of this Article 21.

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

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

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers, and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

22. CANCELLATION

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

Sourcewell

Astec Industries, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Timothy A. Averkamp
1996ACBBFB8C4A6...

By: _____

By: _____

Jeremy Schwartz

Tim Averkamp

Title: Chief Procurement Officer

Title: Group President

9/19/2022 | 9:29 PM CDT

9/22/2022 | 7:02 PM EDT

Date: _____

Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

9/22/2022 | 6:05 PM CDT

Date: _____

RFP 060122 - Roadway Paving Equipment

Vendor Details

Company Name: Astec Industries
1725 Shepherd Road
Address: Chattanooga , Tennessee 37421
Contact: Brian Gray
Email: BGray@astecindustries.com
Phone: 540-529-5019
HST#: 62-0873631

Submission Details

Created On: Thursday May 19, 2022 09:52:16
Submitted On: Wednesday June 01, 2022 15:44:59
Submitted By: Kyle Hammon
Email: khammon@astecindustries.com
Transaction #: d6233e36-ab49-4c5b-964a-3e1f5f653f41
Submitter's IP Address: 74.205.137.193

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Astec Industries, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Astec Industries, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None
4	Provide your CAGE code or Unique Entity Identifier (SAM):	EIN# 62-0873631
5	Proposer Physical Address:	1725 Shepherd Rd Chattanooga, TN 37421
6	Proposer website address (or addresses):	www.astecindustries.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tim Averkamp Group President 1725 Shepherd Rd Chattanooga, TN 37421 taverkamp@astecindustries.com 423-322-9644
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian W. Gray Group V.P. of Sales - CMS Division 1725 Shepherd Rd Chattanooga, TN 37421 BGray@astecindustries.com 540-529-5019
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kyle Hammon Technical Service Manager - CMS Division 800 Manufacturers Rd Chattanooga, TN 37405 khammon@astecindustries.com 256-996-6954

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>OUR BUSINESS LANDSCAPE AND MARKET PHILOSOPHY:</p> <p>ASTEC was founded in 1972 with the vision to apply creative thinking and state-of-the-art technology to traditionally low-tech industries, bolstered by a corporate culture renowned for putting customer service first. Based in Chattanooga, our market-leading brands have become a global leader in the manufacture of equipment from Rock to Road.</p> <p>OUR CORE VALUES: Safety Devotion Integrity Respect Innovation</p> <p>OUR MISSION: Ultimately, our goal is to design and build state-of-the-art equipment which makes it possible for our customers to supply their customers with industry leading results profitably.</p> <p>For our customers, we will continue to be the most innovative company in our industry offering the world's most advanced, productive, durable and environmentally friendly products, coupled with training and education, service and support that is far beyond anything offered by our competition.</p> <p>For our shareholders, we strive to deliver continuous increases in shareholder value through stable longterm growth in earnings per share. To that end, we plan to expand and enhance the scope and profitability of our core business through internal growth and strategic acquisitions.</p> <p>For our employees, we aim to provide a safe and welcoming work environment where they are empowered to ask questions and make suggestions for improvements from operations to sustainability. With Safety as our first core value, we regularly invest in training, personal protective equipment, and technology to continuously improve our safety programs and "Strive for Zero Harm."</p>
11	What are your company's expectations in the event of an award?	<p>In the event of a contract award, Astec will position our Sourcewell contract as our market strategy for our public sector customers across the Astec organization and our distribution network. Astec is a world class manufacturer of premium products. Too often, our public sector customers receive inferior products when they follow traditional bid/purchase routes. By awarding Astec Industries a Sourcewell award, we can enhance our reach into the public sector market and provide the Sourcewell members with the quality products we manufacture and world class support after the sale is complete. We will demonstrate to the marketplace the importance of utilizing Sourcewell contracts to save time, money, and resources during their procurement process while gaining more control of the quality, safety, and specific features they need and deserve to have on their equipment.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Astec's most recent SEC filed 10K can be referenced in the link(s) below. Section 8 of the 10K will take you to all relative financial data. Highlights are \$111M in cash and \$943M in total assets. As a publicly traded company, is it our policy to provide the link to the final filed version versus an attachment to avoid any potential concerns over financial statement accuracy.</p> <p>https://www.sec.gov/ix?doc=/Archives/edgar/data/792987/000079298722000013/aste-20211231.htm</p>
13	What is your US market share for the solutions that you are proposing?	<p>All manufacturers of asphalt pavers and cold planers participate in the Association of Equipment Manufacturers Road Machinery Statistics Committee. Market share values for these product segments are calculated with AEM data.</p> <p>Astec Industries market share (5 year average):</p> <p>Cold Planers- 13% Highway Class Asphalt Pavers-12% Commercial Class Asphalt Pavers-9% Asphalt Screeds-40% across highway class paving segment Asphalt Transfer Vehicles- 50% Data for asphalt transfer vehicles is not reported to AEM, therefore market share data for this product segment is less reliable.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>Cold Planers- 7% Highway Class Asphalt Pavers- 6% Commercial Class Pavers-6% Asphalt Transfer Vehicles- 50%</p>
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Astec Industries has never petitioned for bankruptcy.</p>

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Astec Industries distributes product to end users through two methods, manufacturer direct or through one of our independent dealers in our distribution network. In these dealer areas, factory representation works directly with the dealer supporting sales, parts, & service via the independent dealer. The sales force of these dealers is made up of their employees. In geographic regions where sales & service are factory direct, the sales & service professionals are Astec employees.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Astec Industries holds all necessary licenses, domestic and export, required by a US based manufacturer to do business in the global marketplace	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Astec Industries has never been involved in a "Suspension or Disbarment".	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2021 marked the 40th anniversary of Astec's entry to the roadway paving equipment market. Astec has continuously manufactured asphalt paving equipment since 1981, notably designing and introducing the first remixing asphalt material transfer vehicle in 1989. The Carlson EZ-IV front mount asphalt screed is the best selling front mount asphalt screed in the industry. The National Asphalt Pavement Association annually awards the Sheldon G. Hayes Award for asphalt paving excellence to a contractor. These contractors have won multiple times using Astec paving equipment. Astec was awarded the Company of the Year Award in 2017 by the Tennessee Association of Manufacturers	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 10% of equipment sales are to the governmental sector.	*
21	What percentage of your sales are to the education sector in the past three years	None.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Beginning in 2021, Astec is a contract holder for the Houston-Galveston Area Council buy cooperative	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
New York City Department of Transportation	Mark Nova	646-879-1874	*
Polk County Board of Commissioners (GA)	Michael Gravett	770-749-2132	*
Tennessee Department of Transportation	Henry Stephens	615-532-3825	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
New York City DOT	Government	New York - NY	Half-lane sized Cold Planers delivery and startup training for multiple branches of the division	\$671,158	3,355,790	*
Kansas DOT	Government	Kansas - KS	Front mount asphalt broom equipment delivery and startup training	\$75,954	\$151,908	*
State of West Virginia	Government	West Virginia - WV	Asphalt Pavers delivery and startup training for multiple branches of the division	\$313,063	\$2,504,504	*
Whitfield County Georgia	Government	Georgia - GA	Asphalt paver and milling machine delivery and startup training	\$420,762	\$420,762	*
Tennessee Department of Transportation	Government	Tennessee - TN	Asphalt pavers equipment delivery and startup training	\$420,762	\$762,676	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	Astec Industries has two methods, manufacturer direct or through one of our independent dealers in our distribution network. In these dealer areas, factory representation works directly with the dealer's sales force which is made up of their employees. In geographic regions where sales are factory direct, the sales professionals are Astec employees. Astec currently employs 15 regional sales managers reporting to 3 regional sales directors solely devoted to mobile equipment sales. All of these individuals work to facilitate the sales process in any direct territory they may have, as well as supporting the dealer channels in their given territories. Each product line has a dedicated technical sales specialist available to help customers understand the equipment and its applications. A map of regional sales manager and dealer territories is attached in the documents section.	*

27	Dealer network or other distribution methods.	<p>Below is a list of each State in the United States and the representing equipment dealership. Direct sale territories are noted by the word "direct".</p> <p>Alabama- Cowin Equipment Company Alaska- Direct Arizona- Goodfellow Corporation Arkansas- G.W. Van Keppel California- Herrmann Equipment Company Colorado- Power Motive Corp Connecticut-Direct Delaware- GT Mid Atlantic Florida- ALTA Equipment Company Georgia- Direct Hawaii- Direct Idaho- Modern Machinery Illinois- Finkbiner Equipment Company Indiana- Direct Iowa- American State Equipment Kansas- G.W. Van Keppel Kentucky- Direct Louisiana- Direct Maine- Ambrose Equipment Maryland- GT Mid Atlantic Massachusetts- Tyler Equipment Michigan- ALTA Equipment Company Minnesota-Road Machinery and Supplies Mississippi- Direct Missouri- G.W. Van Keppel Montana- Modern Machinery Nebraska- Road Machinery and Supplies Nevada- Goodfellow Corporation New Hampshire- Ambrose Equipment New Jersey- GT Mid Atlantic New Mexico- Direct New York- Tracey Road Equipment North Carolina- Hills Machinery North Dakota-Direct Ohio- Columbus Equipment Company Oklahoma- G.W. Van Keppel Oregon- Modern Machinery Pennsylvania- GT Mid Atlantic Rhode Island-Direct South Carolina- Hills Machinery South Dakota-Direct Tennessee- Direct Texas-Closner Equipment Company Utah- Goodfellow Corp Vermont- Ambrose Equipment Virginia- Direct Washington- Modern Machinery West Virginia- Direct Wisconsin- American State Equipment Wyoming- Power Motive Canada Alberta- Direct British Columbia- Direct Manitoba-Direct New Brunswick- Aggregate Equipment Newfoundland and Labrador- Direct Northwest Territories-Direct Nova Scotia-Aggregate Equipment Nunavut-Direct Ontario-HMA Equipment Prince Edward Island-Direct Quebec-Montreal Tractor Saskatchewan-Redhead Equipment Yukon-Direct</p>
28	Service force.	<p>Astec has 26 trained technicians that cover all US States and Canadian districts. Astec's network of 23 dealers who also have 2-4 trained technicians available to handle any service related calls in their respective areas. This includes four Canadian dealers with their own trained technicians.</p>

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	In dealer areas the purchase will occur for Sourcewell participating entities at their price with our dealer partners. The dealer may fill the order from their stock or they may need to order from the factory depending on machine specifications. All supporting documentation for the order will be collected by Astec and communicated to Sourcewell. This communication will facilitate all necessary invoicing for timely payment of all administrative fees owed to Sourcewell. The dealer will coordinate and schedule delivery, startup, collection of monies, etc with their personnel. Astec's role will be to support the dealer in all of these aspects in all capacities from simple advising to in person support to insure a successful commissioning of product. In direct sale areas, purchases will occur direct with Astec and all delivery, startup, collection of monies, simple advising to in person support to insure a successful commissioning of product will be handled by Astec personnel	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Astec has a 24/7 toll-free technical product support line. This technical support also includes scheduling of service technicians visits if phone support is not sufficient, locating engine manufacturers in your area, and connect our customers with the dealers nearest their location. Astec's goal is to meet and then exceed our customers' needs.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Astec and its Authorized Dealer Network cover all US States. We look forward to partnering with Sourcewell to provide their participating entities with our quality products we manufacture and world class support after the sale is complete. Astec would work to consistently provide a simplified, streamlined purchasing experience to all Sourcewell participating entities. This would be accomplished by training our internal sales department and those individuals within the distribution network who are tasked with processing sales orders for Sourcewell participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Astec and its Authorized Dealer Network cover all US States. We look forward to partnering with Sourcewell to provide their participating entities with our quality products we manufacture and world class support after the sale is complete. Astec would work to consistently provide a simplified, streamlined purchasing experience to all Sourcewell participating entities. This would be accomplished by training our internal sales department and those individuals within the distribution network who are tasked with processing sales orders for Sourcewell participating entities.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Astec and its authorized dealer network cover all US States and Canadian Districts.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no sectors that Astec and its authorized dealer network cannot fully service.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska, and US Territories are treated no differently than continental US States and can be fully serviced by Astec and its Authorized Dealer Network	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Astec has a full marketing team working to promote our products. We utilize digital, print, and direct mail marketing strategies. If awarded, we would build a campaign around this new opportunity that includes magazine ads, press releases, and social media posts. We would also provide information to our dealers so they can use their marketing channels as well. Trade show presence and association memberships are also a large part of the Astec marketing effort. Astec would partner with each distribution channel to cosponsor equipment shows, conferences, and conventions at the national and local level such as the Association of County Engineers. Marketing material would be provided to attendees displaying that Astec is a participant of this Sourcewell contract. Key contacts for the sales process would be listed within the marketing material to help simplify the quoting process. Astec annually participates in an average of 22 trade shows in North America.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Astec has an active social media presence on Facebook, Instagram, LinkedIn, and Twitter. Astec currently has 193 total print ads and 166 digital ads in publication with magazines, trade shows, and industry associations. We work with our dealer network to ensure they have up to date information and content for their website and digital marketing efforts as well. The Astec training and technical publications team uses a wide variety of equipment and software in order to provide video, animations, and instructional material for our equipment.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We feel it is in everyone's best interest to promote awarded contracts and we ask that Sourcewell assists in making sure our products are represented anywhere that Sourcewell currently advertises or publishes lists of contracts. We plan to do our part in promoting contracts and along with the marketing efforts outlined above we will also provide training to our sales staff to make them aware of the products included in each contract so that they can reach out to dealers and customers about the new opportunities.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not currently offer e-procurement. Because our equipment options vary by application we feel our products are best sold with a hands on approach to make sure we are able to educate and provide the correct products for the needs of the customer

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Operator and service training courses are offered at the manufacturing facility in Chattanooga, Tennessee. Prices vary depending on the individual course. A trained product support technician will be available to perform onsite operation and operator/service training with each unit at no charge with new purchases. More in depth and custom training programs can be provided at a rate of \$1450 per day plus expenses.

41	Describe any technological advances that your proposed products or services offer.	<p>Cold Planers: -Rear Object Detection System designed to disable reverse if a person or object is detected within a set area behind the unit while the machine propels in the reverse direction. -Maintenance Mode includes functionality designed to mechanically disengage the cutter drive while maintenance to the cutter drum is required while the machine engine is running.</p> <p>Asphalt Transfer Vehicles: -Adaptive cruise control is a system designed to automatically adapt the propel speed of the transfer vehicle to the speed of the asphalt paver -Multiple options for automated routine maintenance including washdown, chain tension, and lubrication</p> <p>Asphalt Pavers: -Industry leading material control through the combination of flow gates, auger position, delta plates, auger control, and hopper shape</p> <p>-The SP-200e combines the processes of spraying tack as well as the paving of hot mix asphalt with one machine. Combining spraying and laydown produces a high-quality mat with a strong bond between layers. A spray bar just in front of the paver's auger distributes the liquid through computer-controlled, self-cleaning valves. An onboard microprocessor precisely controls the rate of flow. Valves can also be controlled manually and are arranged in sets of three, providing plenty of spray capacity so you can move fast. To cut down on refill stops, the SP-200 is equipped with a 2,100-gallon tack tank, the largest tank available on the market today.</p> <p>Asphalt Screeds: -Single slide extension support system combined with heavy-duty, adjustable wear component -Patented Carlson safety edge creates accurate, 30 degree extruded edges. The Carlson safety edge is the only end gate mounted safety edge builder on the market approved by the Federal Highway Administration</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Astec maintains an internal recycling program, though there is no certifying agency. This program includes paper, plastic, aluminum, used oil, wood, and metal. Factory lighting was recently changed to high intensity LED lights that are approximately 50% more efficient than the prior halogen lights.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Emission Certification: EPA Tier 4 Final (EU Stage IV) on each model submitted in this proposal.	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Astec Industries nor do our distributors qualify for WMBE, SBE, or Veteran owned as we are a publicly traded organization. Talent Development, Diversity, Equity and Inclusion Our key talent philosophy is to develop talent from within and supplement with external hires. This approach has yielded a deep understanding among our employee base of our business, products, and customers, while adding new employees and ideas in support of our continuous improvement mindset. Our talent acquisition team uses internal and external resources to recruit highly skilled and talented workers, and we encourage employee referrals for open positions. In 2021, we developed and implemented a new company-wide Performance Management model and process to align our efforts to achieve company goals and targets. This new performance model includes values, professional development, and cascaded common performance goals. We provide all employees a wide range of professional development experiences, both formal and informal, at all stages in their careers. In addition, talent development and succession planning for critical roles is a cornerstone of our talent program. Development plans are created and monitored for critical roles to ensure progress is made along the established timelines. One of our core values – Respect – reflects the behavior we strive to include in every aspect of the way we conduct business. We recognize that our best performance comes when our teams are diverse and inclusive. We continue to define our diversity, equity and inclusion strategy. These efforts touch all levels of the Company, including our Board of Directors. In 2021, we conducted our first global engagement survey. In total, 73% of our workforce responded and provided us with valuable feedback. Throughout the year, we focused on the three main areas of opportunity – Communication, Performance Management, and Diversity. We also rely on our individual operating sites to regularly gather employee feedback, using the method each such site believes is most appropriate. In some instances that feedback is obtained through “Town Hall” formats; in other instances it is obtained through surveys. However the feedback is collected, the Company expects its managers to solicit and, where applicable, use employee feedback to improve its business practices and working environment. In addition, our CEO hosted 30 “roundtable” sessions in 2021. In each such session, up to 10 employees sign up to participate in a virtual roundtable to ask questions about activities of the Company and provide feedback about all activities that they encounter in their employment with the Company. These roundtables (intentionally capped at 10 participants to encourage candid conversations) have provided invaluable direct feedback to our senior management to effect meaningful change around communicating the activities of the Company to all employees. We expect such roundtables to continue for the foreseeable future.
45	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?	The unique attributes of Astec products and services are: 1) Our dealer network coverage provides world class, 24/7 product support. Astec supports all direct sales areas in the same manner with 24/7 product support. The Astec dealer network also carries a number of brands participating in separate Sourcwell contracts. This experience in the sale of equipment to Sourcwell participating entities is critical for timely quoting, delivery, and processing of required documentation and fees. 2) Safety - all Astec Equipment is designed with the highest safety standards in mind from fall protection, safe serviceability, and rear object detection disengagement. Additionally, safety is one our core values and an internal KPI. 3) Guardian Telematics System - Astec's Guardian telematics the ONLY live and two way telematics offered. The functionality, features, and benefits of Guardian improve customer productivity, profitability, and equipment life/value.

Table 9A: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Astec offers a 12 month / 2000 hour standard warranty covering all machine types. Exclusions include wear and maintenance items. Extended warranty options are available.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The hour and time limitations are the only imposed restrictions, 12 month or 2000 hour standard. Extended warranty offers increased time and hour increments.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Travel time and mileage are covered up to a \$750 combined maximum cost.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Astec and its Authorized Dealer Network cover all US States and Canadian districts.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Engine warranty is serviced by the manufacturer. Astec will assist, coordinate, and participate with the engine manufacturer when issues occur. All other components of Astec equipment are covered by our standard warranty.
51	What are your proposed exchange and return programs and policies?	Astec has a six month / 1000 hour part replacement warranty.
52	Describe any service contract options for the items included in your proposal.	Astec Industries offers extended warranty contracts, service contracts are only available at the dealer level.

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	We will work with our dealers to provide a 48 hour quote turn around time.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	The members of the Astec Technical Assistance Center (ATAC) utilize our Guardian Telematics system to address equipment alerts or fault codes that are signaled wirelessly. These issues are communicated with the local dealer in order to quickly diagnose service related items and help maintain the correct parts inventory.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	<p>PAYMENT TERMS (Direct Sales Territories) Buyer shall pay all invoiced amounts due to Seller, net 30 days from the date of Seller's invoice, unless different terms are expressed and agreed to in the [Order]. Buyer shall make all payments in U.S. dollars. "</p> <p>Payment terms may vary depending on the equipment dealer in the given territory.</p>
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>In direct sale territories for both the United States and Canada, Astec offers financing and lease options via a third party, DLL. Astec has been aligned with a third party finance institution, DLL Financial Solutions (DLL). Over the (8) year partnership, DLL has provided domestic and international lease and finance options for direct sale territories and floor plan programs for dealer managed territories. DLL has also provided public finance programs for municipalities and other tax exempt entities.</p> <p>Alternative financing options are available and depend on the dealer in the given territory. Multiple dealers within the Astec distribution network have relationships with other financing options such as NCL.</p>
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Standard transaction documents include detailed terms and conditions of sale below descriptions and pricing for each line item being purchased, including optional items and warranty (seen in the attached pricing documents).</p>
58	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?	<p>We do not offer e-procurement. We are willing to accept payments by credit card for parts sales for units in direct sale territories. Payment methods will vary depending on the dealer in the given territory.</p>

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	List prices are shown for each base unit, as well as each optional item for each model. A flat discount will be applied to manufacturer's list price for each line item (with the exception of extended warranty) in order to reach a final Sourcewell discounted price. When referencing the pricing document attached in this proposal, Sourcewell would apply a 10.5% discount to the list prices shown in the document with the exception of extended warranties. Extended warranty pricing will remain at list price.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing for this proposal will be a 10.5% discount from manufacturer's list price on all base units and options. Discounting will not be applied to extended warranties.
61	Describe any quantity or volume discounts or rebate programs that you offer.	Orders for a total of 3 machines would get be discounted at 11% per machine from manufacturer's list price. Orders of 5 machines or more would be discounted at 11.5% from manufacturer's list price.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods - Open Market Items will be available to agencies through this contract via our dealers. The prices for these goods or services will be determined between the agency and our dealer, at a fair local market rate. The intent is that these items will be complimentary of, and incidental to the purchase of our equipment. Please note: Astec Industries is not a party in a "Sourced Goods" transaction. These Sourced Goods items will not be included in our contract reporting to Sourcewell.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight, start-up, delivery, commissioning training, & additional site prep, i.e. 3rd parts contractors are not included.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight cost is determined by model and destination. All freight is outsourced by third party carrier. Astec can supply model dimensions and weights upon request for any configuration of any model
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Astec will provide freight to any US port of choice for units going into HI and AK. Customers are responsible for barge or ocean vessel bookings and inland freight to final destination. Astec can deliver directly into Canada.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Freight costs can be influenced by availability of the requested unit in local dealer inventory.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Contract compliance will be a top priority for us. We have several steps designed into our process which will ensure accuracy in quoting per terms of the contract, as well as accuracy and completeness in our quarterly reporting to Sourcewell. These steps include:</p> <p>An internal sales claiming process which financially incentivizes our dealers to report each Sourcewell contract sale to Astec. This sales support program will allow the dealers a sustainable margin while providing the Sourcewell members a substantial discount. The dealers will be required to report the Sourcewell contract sale to Astec in order to claim this additional support, thus providing the dealers a financial incentive to report each Sourcewell sale.</p> <p>Strategic and relentless Sourcewell training of our dealer and company sales personnel.</p> <p>Each member quotation will be required to include the Sourcewell contract number and the member's Sourcewell number.</p> <p>Our GST-Dealer Support Specialist will provide on-going support to review dealer quotes for contract compliance.</p> <p>As a final step in our compliance process, each warranty registration will be reviewed when filed. Each governmental or non-profit entity sales order will be audited for procurement method and compliance. When our Sourcewell contract was used, we will cross-reference with our Sourcewell terms and conditions to ensure contract compliance.</p>
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sales volume, revenue, profit margin, and market share are reviewed monthly. Units sold through this contract will be reviewed separately.
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are pleased to offer an administration fee of 1.5% of dealer revenue on the sales of new machines and our OEM accessories. We, Astec Industries, will pay this fee and will not ask members or our dealers to bear any financial burden related to this fee.

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Astec will offer 4 models of commercial sized asphalt pavers, 6 models of highway class asphalt pavers, 7 models of asphalt screeds, 4 models of cold planers, and 4 models of asphalt transfer machines. Models are listed below by product line:</p> <p>Commercial class asphalt pavers: CP-75 CP-85 CP-100 CP-130</p> <p>Highway class asphalt pavers: RP-170 RP-175 RP-190 RP-195 RP-250 SP-200</p> <p>Asphalt Screeds: S-8 S-10 EZ-IV-8 EZ-IV-10 EZ-V-10 EZ-R2-08 EZ-R2-10</p> <p>Cold Planers RX-505 RX-600 RX-700 RX-900</p> <p>Asphalt Transfer Vehicles MTV-1100 MTV-1105 SB-1500 SB-3000</p>
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>A. Asphalt pavers, screeds, distributors, and loaders C. Wideners, tack distributors, cold planers, and compactors</p>

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

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

Line Item	Category or Type	Offered *	Comments
73	Asphalt pavers, screeds, distributors, and loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	4 models of commercial sized asphalt pavers. 6 models of highway class asphalt pavers. 7 models of asphalt screeds, and 4 models of asphalt transfer vehicles
74	Steel-wheeled and pneumatic tire rollers	<input type="radio"/> Yes <input checked="" type="radio"/> No	None
75	Wideners, tack distributors, cold planers, and compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	4 different cold planer models available. Different cutter housings available to achieve different cut widths with each model
76	Concrete mixers, and gunite or shotcrete delivery equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	None
77	Other	<input type="radio"/> Yes <input checked="" type="radio"/> No	None

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

Line Item 78. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Astec-Sourcewell RFP 060122 Pricing.pdf - Wednesday June 01, 2022 10:56:17
 - [Financial Strength and Stability](#) - astec_annual_report_2021.pdf - Wednesday May 25, 2022 10:13:03
 - [Marketing Plan/Samples](#) - SB-3000 Asphalt Pro Print Ad-3.png - Wednesday June 01, 2022 15:29:31
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Astec Warranty Information-Sourcewell.pdf - Wednesday June 01, 2022 10:23:13
 - [Standard Transaction Document Samples](#) - 2022 Astec Terms & Conditions of Sale.pdf - Wednesday June 01, 2022 10:44:39
 - [Upload Additional Document](#) - ASTEC CMS Dealer Map 2022.pdf - Wednesday May 25, 2022 10:12:51

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brian Gray, Group VP of Sales - Construction Machinery Solutions, Astec Industries

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Roadway_Paving_Eqpt_RFP_060122 Tue May 24 2022 04:31 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Roadway_Paving_Eqpt_RFP_060122 Thu May 19 2022 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Roadway_Paving_Eqpt_RFP_060122 Fri April 29 2022 04:09 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Roadway_Paving_Eqpt_RFP_060122 Fri April 15 2022 03:54 PM	<input checked="" type="checkbox"/>	1