

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Dynapac North America LLC, 342 Patricia Lane, Suite 104, Fort Mill, SC 29708 (Supplier).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

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

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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

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

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

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

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

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Dynapac North America LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

DocuSigned by:
Jamie Roush
By: 8271DFAEA13B4B5...
Jamie Roush
Title: President and General Manager – North America

Date: 7/29/2022 | 1:00 PM CDT

Date: 7/29/2022 | 10:19 AM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO

Date: 7/29/2022 | 1:03 PM CDT

RFP 060122 - Roadway Paving Equipment

Vendor Details

Company Name: Dynapac North America LLC
Does your company conduct business under any other name? If yes, please state: Dynapac North America LLC
Address: 342 Patricia Lane
Suite 104
Fort Mill, SC 29708
Contact: Jamie Roush
Email: jamie.roush@dynapac.com
Phone: 803-548-9238
HST#: 82-1450305

Submission Details

Created On: Tuesday April 19, 2022 08:06:06
Submitted On: Tuesday May 31, 2022 12:03:05
Submitted By: Jamie Roush
Email: jamie.roush@dynapac.com
Transaction #: 95c6ae55-95a1-4cf3-b340-918a9f09fceb
Submitter's IP Address: 75.176.154.171

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")	Dynapac North America LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Dynapac North America LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Dynapac
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SD9PRKCE6Z26
5	Proposer Physical Address:	342 Patricia Lane, Suite 104 Fort Mill, SC 29708
6	Proposer website address (or addresses):	https://dynapac.com/us-en/
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):	Jamie Roush President and General Manager – North America Office: +1-803-548-9238 Mobile: +1-216-577-4151 E-mail: jamie.roush@dynapac.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jim Bansen Senior Director- Dealer Sales and Channel Development Mobile: +1 (608) 358-3896 E-mail: jim.bansen@dynapac.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Shellie Larranaga Vice President Finance & Administration Office: +18035489236 Mobile: +18034483767 E-mail: shellie.larranaga@dynapac.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>As of 2022, Fayat Group consists of 231 companies under 7 verticals, with 21,666 Employees and presence in 170 countries Fayat Group is built on its 3 strong core values Autonomy, Commitment, and the Audacity. Each one of this core values exhibits the customer value we create in our day-to-day business.</p> <p>Dynapac is a world leading provider of Road construction equipment, technology & aftermarket solutions. With 5 manufacturing facilities strategically located around the globe & 19 Legal entities Dynapac presence is global and has been focused on creating value to the customers for more than 87+ years. The history of Dynapac dates back to 1934 when it was first founded to manufacture mechanical rollers. Since then, Dynapac diversified its focus on the heavy construction equipment business and today manufacturers full range of compaction and paving equipment's which includes Soil Rollers, Asphalt Rollers, Light Compaction, Small & Medium Pavers, Large Highway Pavers, Material Feeders. Since 2017 Dynapac is part of Fayat Group within the Fayat Road building division.</p>
11	What are your company's expectations in the event of an award?	Dynapac is focused on creating value for its customers in the segments which we serve. One of the primary segments that we serve are government and municipal customers. Many Dynapac Dealers already have strong relationships within this customer segments and by obtaining a Sourcewell Contract, Dynapac will solidify our commitment to our dealers and these customers. Dynapac offers products and aftermarket service solutions almost in all 50 states of USA and all Canadian provinces. Utilizing a Sourcewell contract, we will be able to strengthen these existing relationships as well as create new ones in the market. Please see our detailed marketing plan for further details of how we are planning to roll out this contract to our business partners.
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.	Dynapac is Part of Fayat Group which is one of the largest privately owned construction equipment manufacturers in the globe with Turnover of 4.559 billion Euro in 2021. Fayat Road Equipment Division (which Dynapac is part of) contributes 35% of Total revenue of Fayat Group. Please refer to the attached pdf 'FAYAT 2021 Activity Report' in the Financial Strength and Stability section of Step 2 'Documents' for additional information.
13	What is your US market share for the solutions that you are proposing?	Unfortunately, Dynapac does not publish or provide Market Share information
14	What is your Canadian market share for the solutions that you are proposing?	Unfortunately, Dynapac does not publish or provide Market Share information
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Our business was never petitioned for bankruptcy protection.
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Manufacturer</p> <p>For the North American Market (USA, Canada, and Mexico) we have dedicated Dynapac Customer Center (Dynapac North America LLC) located in Fort Mill, South Carolina focusing on Sales, Service and Product Support. We have dedicated team comprised of general administration, Product Marketing & Management, Sales Force, Application Support, Technical Service and Customer and Aftermarket Support employed by us directly and located through-out the United States & Canada. We also have well established dealer network throughout the North American Market to locally serve the end customers and their day-to-day needs. The employees (General Admin, Sales, Service and Parts Personnel) of the dealer network are employed by the dealers and go thru extensive training and certification process in order to Promote and Provide Dynapac Products and Solutions to the end users.</p>
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>All of our manufacturing facilities are triple certificated to meet the quality standards</p> <p>ISO 9001:2008</p> <p>ISO 14001:2004</p> <p>OHSAS 18001:2007</p> <p>All of our dealers meet/exceed the health and safety certification needed to conduct the business in the respective regions they cover.</p>

18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Dynapac is a proud member, sponsor and recognized for our efforts by:</p> <ul style="list-style-type: none"> - Association Equipment Manufacturers (AEM) - Association of Equipment Distributors (AED) - National Asphalt Paving Association (NAPA) - State DOT Paving associations (Almost All States) - American Rental Association (ARA) <p>Our Products and Solutions offered in this RFQ distinctly received several awards in the past and some of the most recent ones are:</p> <ul style="list-style-type: none"> - Asphalt Contractor- Top 40 Editor's Choice (2021) - Equipment Today- 2021 Contractors' Top 50 New Products (2021) - Construction Equipment- Top 100 Products (2021) 	*
20	What percentage of your sales are to the governmental sector in the past three years	15% are to governmental sector	*
21	What percentage of your sales are to the education sector in the past three years	5% are to the education sector	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Dynapac and or its dealers are already members of the following state and Co-op purchasing contracts:</p> <p>HGAC</p> <p>BuyBoard</p> <p>PENN DOT State Contract</p> <p>TX Smart Buy</p> <p>Florida Sheriff's Contract</p> <p>These contracts are assigned to and managed by our dealers directly and hence we are not able to provide sales volumes.</p>	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NA	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Midland	Abe Langston	(432) 234-5362	*
Nueces County Public Works	Diana Amesquita	(361) 289-5547	*
City of Bountiful, Utah	Charles Benson	(801) 298-6175	*
Clark County, Nevada	Rodney Thomas	(702) 455-7540	

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 *
Texas Department of Transportation	Government	Texas - TX	Supply Large Rollers (Asphalt and Pneumatic)	14 rollers delivered in last 12 months. 35 rollers in 2020.	4.0 MUSD
Province of Saskatchewan	Government	SK - Saskatchewan	Supply of Rollers, all classes	21 rollers delivered in last 12 months	2.5 MCAD
Hidalgo County	Government	Texas - TX	Supply of Rollers and Pavers	1 paver and 2 rollers in last 12 months.	1.0 MUSD
City of Calgary	Government	AB - Alberta	Supply of Rollers, all classes	4 rollers delivered in last 12 months	1.0 MCAD
City of San Juan	Government	Texas - TX	Supply of Rollers and Pavers	1 paver and 2 rollers in last 12 months	0.4 MUSD

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.	Dynapac North America LLC has dedicated full time Sales and Marketing employees as listed below to Manage the Sales and Marketing efforts of the products offered in this RFQ. 1 Senior Director of Dealer Sales and Channel Development 1 Director of Product Marketing 6 Regional Sales Managers 2 Regional Product Application Specialists 1 Product Specific Business Development Manager 1 Product Marketing Manager Aftermarket 1 Product Marketing Manager Compaction 1 Marketing & Communications Manager
27	Dealer network or other distribution methods.	Dynapac North America works with Dealers throughout the USA and Canada as a go to market strategy, where all of dedicated employees listed above working with our Distributor network to deliver the product and service results to end users. As of May 2022, Dynapac has 50 dealers and more than 230 locations across USA and Canada with more than 1,500 Sales and service professionals trained on Dynapac Product Line in terms of sales, parts, and service support.
28	Service force.	Dynapac North America has dedicated full time after sales service operation and employs full time employees as listed below to manage these after-sales service efforts needed for the Products offered in this RFQ 1 Vice President of Aftermarket & Product Support 1 Product Manager 1 Service & Technical Manager 3 Regional Technical Service Reps 1 Customer Service Manager 5 Aftermarket Customer Account Reps

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Dynapac North America will authorize our dealer to sell directly once they contractually agree to uphold all Terms and Conditions of Sourcewell. Sourcewell member will then contact their local distributor for assistance with model selection and any primary questions. Then the local dealer will be able to provide the contracted quotation. Sourcewell members will then submit their purchase order to the authorized party. This purchase order must include the member's quote number and Sourcewell Contract Number as well as noting if this order is a lease. Dynapac will ship the purchased unit to the involved dealer. Setup, aftermarket installations, inspections, and final delivery will be handled by the local dealer. Dynapac will assist the dealer with these when applicable. The authorized distributor will invoice the Sourcewell member upon delivery and acceptance. All sales reports will be processed by Dynapac North America on a monthly basis and will aggregated and submitted to Sourcewell quarterly along with the administration fee.	*
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.	Dynapac North America has dedicated After-market customer service team located in Fort Mill South Carolina. This team comprises of: <ul style="list-style-type: none"> • Vice President of Aftermarket & Product Support • Product Manager • Aftermarket Customer Service Reps Team • Logistics and Supply Chain Team • And a Dedicated Parts Warehouse- Located in Charlotte NC with dedicated staff of more than 20 personal receiving orders and shipments from Dynapac & our Distributors. Additionally, Dynapac has a dedicated global parts distributor center located in Germany with more than 300 personal working in the warehouse delivering parts globally including to our North American Warehouse & Dealers. Response Time for Parts requests and related questions - With-in 24 Hours Emergency parts orders after hours - Yes Parts Ordering Online- Yes, Dedicated Website for ordering parts online. Parts Shipment goals - Dynapac has relaunched our 24 Hour Parts Guarantee (effective July 5, 2022) to support the customers with parts requirements. The equipment we supply is most critical to our customers and avoid any downtime due to parts availability we have taken this initiative. Please refer to our parts guarantee for more details.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Dynapac has been in business in North America for more than 30 years and has very experienced dealer networks offering our products and services across the entire USA. Dynapac North America LLC is responsible for Sales and Service operations in Canada as well which makes the overall process seamless with the Sourcewell contract for both USA and Canada.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Dynapac has been in business in Canada for more than 30 years and has very experienced dealer networks offering our products and services across all provinces in Canada. Dynapac North America LLC is responsible for Sales and Service operations in Canada as well which makes the overall process seamless with the Sourcewell contract for both USA and Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None. Dynapac will sell, service and support throughout USA and Canada	*
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?	No, we do not have any entities that we would not serve through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Unit pricing remains the same (List Price less Sourcewell Member Discount). Freight to the closest facing continental port can be determined using our published dealership freight matrix that Sourcewell members are eligible to received our discounted rates. Ocean and land freight to specific location in Alaska, Hawaii & US Territories is quoted from these ports by local Dynapac dealer with actual freight at time of shipping.	*

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.	Once awarded the Sourcewell contract our plan is to hold a series of internal Teams video meetings to ensure that our Dynapac sales and product support team fully understands the Sourcewell process and the opportunity. Then we will schedule a roll out call with our dealers to overview the Sourcewell opportunity. Most of our dealers are already aware of the Sourcewell through the other lines they represent and Dynapac contract will further accelerate the sales process & engagement with the Government and Educational sector. Our field staff of Dealer Sales Managers will hold local meetings with the dealer sales personnel and review the process with them in person as part of their regular training regimen. We also plan to communicate the Sourcewell pricing to our Internal Sales team and Dealers through our App that we have developed (Dynapac Experience App). All our pricing, financial programs, contracts, product details and material materials are available on the Dynapac Experience App, and this is accessible for all of our internal (Dynapac) and External sales teams (Dealers) and continuously updated. In addition, to help communicate our award of the Sourcewell contract to members we plan to feature the Sourcewell logo (once each advertisement is approved by Sourcewell) on Dynapac advertisements in National and Regional industry magazines. We also plan to add a section on our website for municipal customers and will prominently feature the Sourcewell logo (once approved by Sourcewell) promoting our contract award along with instructing prospective members how to enroll in Sourcewell membership. Our tradeshow booths will also promote the contract award via logos and literature about the Dynapac and Sourcewell award.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	In additionally to the Dynapac Experience App, Dynapac North America has dedicated social media presence with a large number of followers on a variety of Social Media Platforms. We plan to promote our Sourcewell contract aggressively through these platforms. Some of them include: https://www.facebook.com/dynapac.na/ https://www.linkedin.com/company/dynapacna/mycompany/ https://www.youtube.com/channel/UCBGp2nKqrLxMzwOYUnJ13-Q https://www.instagram.com/dynapac_north_america/
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?	Sourcewell's Role in Promoting Contracts: Sourcewell will listing our Dynapac and our Brand Logo in the Sourcewell website as contract holder. Additionally, Sourcewell will provide a list of customer's specific to the product line in each state/province so that Dynapac and our dealers can focus on those customers and to begin build new relationships with them and strengthen previous ones. Integration of a Sourcewell awarded contract in our Sales process: We will embed the Sourcewell contract into our pricing strategy and promote it within internal and external sales forces to use this contract as a primary way of quoting the products to Sourcewell users. We will also provide adequate training so that the salesforce can clearly communicate the benefits of the Sourcewell contract to the prospective Govt customers if they are already not part of the Sourcewell program. We will also train our staff and the dealer staff how to assist governmental agencies that are not part of Sourcewell to enroll. Part of our marketing strategy is to ensure the Sourcewell pricing is readily available for our dealer salesforce in their fingertips to offer to the end users while avoiding a lot of back-and-forth communication.
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.	All our products & aftermarket parts are available to our Dealers through E-Procurement. The End users are served by our dealers, and it varies from one dealer to another on the option of E-procurement for them at this point of time.

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.	Operation and maintenance training is offered as standard while delivering the equipment to the end users. In depth training on optimizing the use of the machines & best application practices are offered by our application experts based on the request from the end users.

41	Describe any technological advances that your proposed products or services offer.	<p>70% of the Products in our portfolio offering in this contract have been launched within last 5 years. Dynapac always been in the forefront of the technology curve within our product line and been leader when it comes to technology advancement. Some of the key technology advancements are increasing productivity and operator comfort are listed below</p> <ol style="list-style-type: none"> 1) All CA1500-CA6500 soil rollers include Dynapac Seismic technology standard. Dynapac Seismic automatically detects and adjusts to the optimal frequency for the roller for the soil conditions saving the number of passes to achieve desired compaction along with fuel consumption. 2) Best in class operator Cab/ROPS platform with Swivel seats as standard on medium and large Soil & Asphalt Rollers 3) Intelligent compaction techniques aiding the quality control of a Soil or asphalt compaction 4) Introduced Automatic Steering, Automatic screed width measurements, Automatic thickness measurement with our Paver technologies 5) All Medium and large Rollers and Pavers are fitted with advanced telematics solutions as standard to offer remote connectivity and diagnostics 6) All of our products use cutting edge & efficient components, operator interface and service friendly layout 	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Dynapac's main environmental impact is during the use of its products according to the life cycle analysis. Therefore, incorporating life-cycle perspective and environmental considerations into our product design is a goal and a high priority.</p> <p>Our products are designed with latest engine emission technology to meet stringent T4final emission standards. Our energy efficient products are known for providing best in class fuel efficiency to the end users saving on fuel costs and reduced environmental footprint. Some of the fuel saving technologies (which leads to less carbon footprint) we have implemented in our products are</p> <ol style="list-style-type: none"> 1) Efficient eccentrics system on our rollers - reducing fuel consumption up to 25% over previous machines without this technology 2) Eco Mode on most models reducing fuel burn rate up to 20% 3) Advanced Hydraulics systems reducing the heat and engine power 4) Vario-Speed automatic engine RPM management system for reducing the fuel consumption 5) Up to 65% less fuel consumption on our Material feeders compared to competitive models <p>Most of our Factories are certified with ISO 14001 - International standard that specifies requirements for an effective environmental management system (EMS). This standard helps our factories to improve their environmental performance through more efficient use of resources and reduction of waste, gaining a competitive advantage and the trust of stakeholders.</p> <p>We have also recently launched the Z.ERA program in Europe with a series of compaction equipment powered by lithium ion batteries designed to reduce the carbon footprint while not sacrificing productivity. This new line will be featured at ConExpo in 2023 and we will be launching in North America following that show. With Sourcewell approval we plan to add these additional models once launched to our Sourcewell contract as they are perfect for municipalities looking to reduce their noise levels and carbon footprint without sacrificing a full day of production.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our SEISMIC SOIL ROLLERS were recently studied by Swedish National Road Transport and Institute (VTI) for its fuel savings performance and concluded that our Soil Rollers Equipped with SEISMIC Technology uses 28%-35% Fuel than previous generation which is an enormous savings in fuel costs for the entities using our SEISMIC technology which is a standard offering in North America for CA1500 – CA6500 range soil rollers.</p> <p>For more information please refer to the article</p> <p>https://www.worldhighways.com/products/swedish-national-road-transport-institute-vti-confirms-seismics-fuel-saving-performance</p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Does not apply to our business structure.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Dynapac's Product vision is "Designed to Perform and Built to last". Dynapac is focused on providing high quality products maximizing productivity and long lifetime compared to other units in the market. We safeguard our reputation by working closely with customers who observe the same high standards for environmental, ethical, and social responsibility. Our proposed products have been in the industry and have exceeded the customer demands for more than 80 years. Continuous development in order to meet fast moving technological innovations is a key part of the product development process that we have consistently demonstrated in the past and we are focused on continuing this path of innovation in the future as well. Our product solutions have won multiple awards and combined with the close proximity to the customers that our vast dealer network provides makes Dynapac a clear choice as road construction equipment solution provider.	*
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Table 9A: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, our comprehensive warranty covers machines for a minimum of 12 months from the date of first use or 1,500 hours of operation. This includes both parts and labor. Please see attached Dynapac warranty policy for details.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. All products have standard warranty limitation of 1,500 hrs. or 12 months. Engines are warrantied for 24 months or 2,000 hours (whichever comes first). This includes both parts and labor. Additional selected components are warrantied for varying terms by component for up to 7 years. Please refer to the attached Dynapac warranty policy for more detailed information as well as limitations.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our warranty includes travel time for all machines with the exception of light compaction and gasoline powered rollers. Travel time is reimbursed to the dealer for a maximum of 10 hours per claim. We do not reimburse for mileage. Please refer the warranty policy for more details.	*
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?	This section is not applicable. All geographic regions of the United State and Canada are assigned to a Dynapac dealer who have factory trained technicians and certified to conduct warranty and repair work.	*
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?	Dynapac Dealers will file warranty claim with Dynapac, except on the engines on machines. For engines on all Dynapac products, our dealers will file warranty with engine manufacturers.	*
51	What are your proposed exchange and return programs and policies?	Dynapac will accept exchange/return of any of its products that are found to be defective and cannot be made suitable to use after fully exhausting Dynapac repair/warranty process. Suitability of return will be determined solely by Dynapac North America LLC.	*
52	Describe any service contract options for the items included in your proposal.	There are no service contract options included with this proposal and can be quoted by our dealers on a case-by-case basis for both maintenance programs or extended warranty.	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	24 Hour Parts Guarantee for any machine in current production. Dynapac guarantees that all breakdown orders, which are machine down orders that are customer critical, which fall under terms and conditions of attached policy, will be delivered within the next business day after the order being processed by Dynapac. See attached 24 Hour Guarantee policy documentation for more details. Program currently suspended during Covid but to be reinstated July 5, 2022.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	24 Hours Parts Guarantee as detailed above for breakdown orders to ensure customer critical orders are delivered timely. Dynapac offers yearly service training on site for dealer personnel. This factory training provided by Dynapac personnel certifies dealer technicians are equipped to ensure maximum efficiency in repairing Dynapac equipment. Finally to ensure quick resolution to any warranty issue, 30 day processing and finalizing of all warranty claims with dealers.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Our dealers will accept payment from Sourcewell members, and their payment options may vary. The most common term is Net 30.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Dynapac has partnered with leading construction equipment finance solution providing banks offering leasing and financing options. Customers shall make use of this options while acquiring the products and solutions. All proposals are subject to credit review by banks and subject to the terms and conditions.
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.	Our process is extremely simple and integrates into our everyday order processing for optimized order flow as follows: a) When a member decides to purchase a new Dynapac machine, they simply issue the PO to our corresponding dealer and include their Sourcewell number b) The Dynapac dealer accepts the PO, provides an invoice, processes the payment and then deliveries the unit. c) Once delivered, the dealer reports back to Dynapac North America with pertinent information for the claim with Dynapac d) Dynapac will consolidates the claims on a monthly basis. e) On a quarterly basis, Dynapac will collect the claims and provide Sourcewell the sales information along with the administration fee. f) Note: there may be times that the member may want terms/conditions in addition to the contract. In these cases, this collaboration is done between the Dynapac dealer and member directly.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Dynapac does not accept P-Card procurement and payment directly, however, some of our dealer network may accept it.

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 *
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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.	Included in the attachments is the price list for the products offered for this proposed contract. Each price list includes list pricing of the base unit machines for the Dynapac standard North American specifications as well as all options that are available. The price lists will include all items that are considered standard for Dynapac as a part of the models 'North American Specification Package.' Dynapac has also provided discounting rates for every model, thus representing the Sourcewell member pricing. These rates will be applied to any base machine and factory options, which will be considered contracted items. Any requested good, not included in the Dynapac Price list must be negotiated directly between the Sourcewell member and the local distributors and then added on to the Dynapac purchased price. For Canadian Sourcewell members the Dynapac List price in USD on the attached machine pricing files is converted CAD by multiplying by the current Dynapac CAD exchange rate of 1.26 to arrive at the CAD pricing. Dynapac evaluates its exchange rate quarterly and updates its dealers accordingly to any changes in the exchange rate. In the past this exchange rate has not been adjusted more than once per year. For Sourcewell contract, we will follow the normal price change process for any changes in exchange rates that result in the price in CAD changing.	*
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.	For Sourcewell members, we offer the deepest discount across the board to ensure their pricing is significantly better than non-member/private purchasers. We are pleased to offer Sourcewell members 28% off of our published list prices on the attached pricing files. This discount does not apply to freight.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Dynapac does not offer any direct quantity or volume programs but we highly encourage our dealers offer additional discounts at their discretion.	*
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 can be purchased through the Dynapac dealer network as available. Pricing for these goods is deemed acceptable between the member and the dealer directly. Dynapac North America is not involved in these sales and all associated documentation is handled by acting dealer and member.	*
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.	<p>Dealer provided goods and services: Customer requested non-factory goods/services will be quoted by dealer.</p> <p>Set-up and installation fees: Dealer applied charges that cover their costs for installing and ensuring the proper operation of sourced goods and field attachments. The set-up and installation fees are quoted by the dealer.</p> <p>Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and vary by machine model and complexity.</p> <p>Taxes: Local taxes, if applicable, will be assessed.</p>	*
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.	Dynapac uses a contracted third party logistics provider to broker and ship our products in North America. This allows us to offer our dealers some of the lowest standardized rates in the industry. We are passing on that savings to Sourcewell members and they are able to secure the same pricing that our dealers receive on freight from the ports/ plants to their dealership locations. The current freight matrix is attached to the RFP with the associated rate by zone. This is the shipped price to the dealership closest to the purchasing Sourcewell member. There may be an additional charge for local freight if the Sourcewell member elects to have the dealership deliver it to their location rather than pick it up at the local Dynapac dealer. Sourcewell members always have the option to pick up the units directly at the ports or the U.S. plants for just the will call fee as detailed in the attached freight matrix.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Alaska and Hawaii, we arrange freight to a specific port and then the Dealer will arrange the remainder of the shipment to their requested delivery location for an additional fee. For Canada the process is the same as for U.S. contiguous States detailed above in item 64.	*

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	There is nothing in this proposal that we would describe as unique distribution or delivery method options. Should a Sourcewell member have a request that requires further consideration we will be happy to evaluate at that time to determine viability.	*
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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.	For every sale to a Sourcewell member processed, each quote and purchase order will be reviewed by an appointed in-house Sales Coordinator for accuracy as well as compile a report based on these orders. Any modification to the purchase order will be submitted prior to the order placed with the factory. Our accounting department will run monthly checks to ensure that all sales are compliant with our contractual pricing and discounts. After each quarter end, Dynapac will aggregate these orders and provide them to Sourcewell in a report with the administration fee payment.	*
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.	Monthly Claim information Quarterly Sales Documentation	*
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.)	Dynapac Proposes 1.5% of Net Invoice price to the Sourcewell member as Administrative 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.	Light Compaction - Forward & Reversible Plates - Rammers - Walk behind Rollers - Trench Compactors Single Drum Vibratory Soil Rollers (4 Tons to 23 Tons) High Speed Embankment Compactor - CT3000 (25 Tons) Small and Medium Double Drum Asphalt Roller (<7 Tons) Large Asphalt Rollers (>7 Tons) Pneumatic Tired Rollers (up to 27 Ton Operating Weight) Small & Medium Asphalt Pavers, Screeds (<20,000 lbs. Operating Weight) City Pavers & Screeds (<30,000 lbs. operating weight) Highway Class Pavers & Screeds (>30,000 lbs. operating weights) Material Feeders (>30,000 lbs. operating weight)	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NA	*

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	Dynapac offers the complete range of pavers and associated screeds from mini-pavers to our recently launched D series highway class pavers. We also offer our MF2500 material transfer vehicle that combines lower total cost of ownership along with ease of transport.
74	Steel-wheeled and pneumatic tire rollers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Dynapac offers the complete range of steel wheeled, pneumatic and combi rollers in the industry.
75	Wideners, tack distributors, cold planers, and compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Dynapac offers one of the most complete ranges of compaction equipment ranging from light compaction to largest compaction rollers for soil, asphalt and other materials.
76	Concrete mixers, and gunite or shotcrete delivery equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not currently offer these products.
77	Other	<input checked="" type="radio"/> Yes <input type="radio"/> No	Dynapac also offers the High Speed Tamping Roller and a complete Light Compaction (Plates, Rammers and Trench Compactors) offering

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

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

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

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

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

- [Pricing](#) - Pricing.7z - Thursday May 26, 2022 14:54:59
- [Financial Strength and Stability](#) - FAYAT 2021 Activity Report.pdf - Tuesday May 24, 2022 13:02:56
- [Marketing Plan/Samples](#) - Marketing.7z - Tuesday May 31, 2022 11:17:06
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Dynapac Warranty.pdf - Tuesday May 24, 2022 13:24:20
- [Standard Transaction Document Samples](#) - Dynapac Terms and Conditions of Sale.pdf - Tuesday May 24, 2022 13:19:33
- [Upload Additional Document](#) - Dynapac North America 24hr Parts Guarantee_2022.pdf - Tuesday May 31, 2022 07:07:15

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. - Jamie Roush, President and General Manager, Dynapac North America LLC

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