



MASTER AGREEMENT #050625
CATEGORY: Roadway Maintenance Equipment
SUPPLIER: Stepp Manufacturing Company Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Stepp Manufacturing Company Inc., 12325 River Road, North Branch, MN 55056 (Supplier).

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

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

Article 1:
General Terms

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

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

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

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

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

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

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

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

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

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

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

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

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

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

**Article 2:
Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

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

19) Grant of License.**a) During the term of this Agreement:**

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

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

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) Termination. Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.**20) Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

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

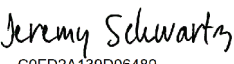
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must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

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

Sourcewell

Stepp Manufacturing Company Inc.

Signed by:



C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 7/1/2025 | 12:41 PM CDT

Signed by:



9ED82BE24D324EB...

By: _____

Jason Stepp

Title: Vice President

Date: 7/1/2025 | 10:43 AM CDT

RFP 050625 - Roadway Maintenance Equipment

Vendor Details

Company Name: Stepp Manufacturing Company Inc

Does your company conduct business under any other name? If yes, please state: Minnesota

Address: 12325 River Road
North Branch, Minnesota 55056

Contact: Jason Stepp

Email: jason@steppmfg.com

Phone: 952-698-8103

Fax: 651-674-4491

HST#: 41-1288643

Submission Details

Created On: Monday April 07, 2025 07:38:38

Submitted On: Thursday May 01, 2025 11:42:14

Submitted By: Jason Stepp

Email: jason@steppmfg.com

Transaction #: 72dde6ab-319d-44a2-ad0b-022a0de7ad5d

Submitter's IP Address: 147.243.168.9

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Stepp Manufacturing Company Inc	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	06447	*
5	Provide your NAICS code applicable to Solutions proposed.	333120	*
6	Proposer Physical Address:	12325 River Road, North Branch, MN 55056	*
7	Proposer website address (or addresses):	www.steppmfg.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jason Stepp Vice President jason@steppmfg.com 651-674-4491 952-698-8103 Direct	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Stepp Vice President jason@steppmfg.com 651-674-4491 952-698-8103 Direct	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ally Bader Sales Coordinator ally.bader@steppmfg.com 651-674-4491 952-698-8100 Direct	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Stepp Mfg. Co. Inc. has been a family-owned and operated business for over 83 years, proudly serving the road maintenance industry since 1942. In 2023, Stepp Mfg. joined forces with Reed International—part of the Reed Family of Companies—to accelerate growth and expand our capabilities. This strategic partnership has supported our rapid expansion, resulting in a doubling of both our workforce and annual sales over the past five years.</p> <p>Our vision is to be a world-class company and the leading supplier of innovative, reliable, and durable road maintenance equipment.</p> <p>We will fulfill this vision by adhering to these core values:</p> <p>Integrity This means doing the right thing no matter what! It's showing up and working hard, being honest, dependable and trustworthy.</p> <p>Excellence Being outstanding! Working hard, being prepared and organized. Being thoughtful and intelligent and always going the extra mile to make sure things are right.</p> <p>Innovative and creative By being thoughtful, open-minded, and challenging to each other we will use our collective experiences and know how to solve problems now and into the future.</p> <p>Teamwork Treating each other with respect and dignity will create synergy where together we can accomplish more than we can individually.</p> <p>Since our inception, Stepp has pioneered many industry-leading designs that have become standard in road maintenance equipment. With the widest selection of models and configurations in the industry, we are committed to building lifelong relationships with our customers, suppliers, and employees through exceptional products and premium service.</p> <p>Our growing network includes 24 authorized dealers with over 46 sales and service locations across the U.S., Canada, and Mexico—ensuring broad access to Stepp's world-class equipment and support.</p>	*
12	What are your company's expectations in the event of an award?	<p>The award of a Sourcwell contract would serve as a catalyst for Stepp Mfg. to significantly expand our market presence—particularly in regions we do not currently serve. We are confident that a Sourcwell-awarded contract will simplify and accelerate municipal procurement processes across both the U.S. and Canada.</p> <p>By offering a streamlined, compliant purchasing path, the contract will enhance our visibility, enabling us to deliver high-quality, solutions-driven equipment at competitive prices while continuing to provide industry-leading after-sale support.</p> <p>For Sourcwell members, the benefits are clear: cost savings, procurement efficiency, and access to proven, long-lasting equipment backed by a dedicated dealer and service network. This partnership will not only facilitate immediate purchasing needs but also foster long-term relationships with both new and existing members.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>With 83 years of history, Stepp Mfg. has weathered various market trends and cycles, solidifying our financial strength and resilience. As one of the longest-standing companies in the asphalt equipment manufacturing industry, we have remained under the same family ownership and management throughout our entire history.</p> <p>In 2023, we became part of Reed International, a wholly owned subsidiary of Reed Family Companies, which includes five companies and over 900 employees. This group serves multiple industries, including asphalt equipment manufacturing, paving, preservation maintenance, heavy highway construction, mining, aggregates, and concrete. Fully vertically integrated from machinery to finished roads, we are positioned to serve a wide range of industries with comprehensive solutions.</p> <p>Together, our group generates nearly half a billion dollars in annual revenue.</p> <p>Our motto—"Better Roads, Better Lives"—reflects our commitment to improving infrastructure and communities.</p> <p>Please see attached</p>	*
14	What is your US market share for the Solutions that you are proposing?	25-35%	*
15	What is your Canadian market share for the Solutions that you are proposing?	15-20%	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Stepp Mfg. Co. Inc. is a leading manufacturer of asphalt maintenance equipment, committed to delivering high-performance solutions through a strong, service-driven distribution network. We directly employ five regional sales managers and three national service managers who oversee a well-established network of 24 authorized dealers across 46 locations in the United States, Canada, and Mexico. Our dealer network consists of over 100 sales representatives and 85 service representatives, ensuring extensive market coverage and dedicated customer support. Each authorized Stepp Mfg. dealer is required to: <ul style="list-style-type: none"> • Stock equipment and a full parts inventory • Provide certified training on equipment operation and service • Offer complete service and installation for the entire Stepp product line This integrated structure ensures that our customers receive responsive support, expert guidance, and reliable access to equipment and parts—backed by a manufacturer with decades of industry experience.	*
18	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.	Stepp Mfg. has a business license with the State of Minnesota. We also have a Minnesota Department of Human Rights Work Force Certificate of Compliance stating that we are an equal opportunity employer and comply with the affirmative action plan, and an Equal Pay Certificate of Compliance. Stepp Mfg. is also a member of the National Association of Trailer Manufacturers (NATM) that requires that we have a Compliance Verification Program (CVP) bi annually and that we meet the minimum requirements from the National Highway Traffic Safety Administration (NHTSA) Federal Motor Safety Standards to put safe and law compliant vehicles on the road.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None in the history of the company.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	We are proud to announce that Reed International companies (VSS Macropaver, Kasi Infrared, and Stepp Manufacturing Co, Inc.) have been awarded the prestigious GOLD Award in the 2024 AEM Advocacy Awards! This honor, presented by the Association of Equipment Manufacturers, celebrates our companies' dedication to advancing the equipment manufacturing industry through advocacy efforts. From grassroots campaigns like I Make America to championing critical policy priorities in both the U.S. and Canada, this recognition highlights our collective commitment to driving policies that create jobs, strengthen the economy, and ensure a thriving future for our industry.	*
21	What percentage of your sales are to the governmental sector in the past three years?	95%	*
22	What percentage of your sales are to the education sector in the past three years?	0%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Minnesota's Cooperative Purchasing Venture (CPV) 3 year value 5,251,100.00 Omnia Partners 3 year value 2,457,900.00	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
South Dakota Department of Transportation	Tim Blow	605-2804661	*
City of Champaign	Craig Koester	217-403-4700	*
City of Brooklyn Park	Mark Becker	763-560-4459	*
Montana Department of Transportation	Tim Mahlum	406-444-6812	
Indiana Department of Transportation Fort Wayne	Tim Peters	560-403-6673	

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

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

Line Item	Question	Response *	
26	Sales force.	<p>Stepp directly employs one national sales manager, one national marketing director, five regional sales managers, one inside sales coordinator, three parts, service, and warranty managers.</p> <p>This directly employed team manages the sales and service activities for our dealer network and our customers in North America.</p> <p>See attached Dealer Map and Book</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>At Stepp Mfg. Co Inc we employ 5 regional sales managers that manage a Network of 23 dealers with 46 locations over the US, Canada and Mexico. All of the authorized dealers are required to sell, service and train the municipalities in their protected territory.</p> <p>Each Authorized dealer is required to attend sales and service training from the factory authorized sales and service representatives.</p> <p>Each authorized dealer has 3-20 sales reps and 3-40 service reps depending on territory size and location. This gives the Stepp Authorized dealer network with over 150 sales and service personnel offering world class sales and service to our customers in the United States, Canada and Mexico.</p> <p>Each Stepp Mfg. authorized dealer is required to stock inventory, train on operations, service and install the entire Stepp line of asphalt maintenance equipment.</p> <p>See attached Dealer Map and Book</p>	*
28	Service force.	<p>At Stepp Mfg. Co Inc we employ 3 direct Parts, Service, and Warranty managers that manage a Network of 23 dealers with 46 locations over the US, Canada and Mexico.</p> <p>Each Authorized dealer is required to attend service training from the factory authorized service representatives.</p> <p>Each authorized dealer has 3-40 service reps depending on territory size and location. This gives the Stepp Authorized dealer network with over 75 service personnel offering world class parts and service to our customers in the United States, Canada and Mexico.</p> <p>Each Stepp Mfg. authorized dealer is required to stock inventory, train on operations, service and install the entire Stepp line of asphalt maintenance equipment.</p> <p>See attached Dealer Map and Book</p>	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The order process is designed to be simple, efficient, and customer friendly. Whether a customer places an order directly with Stepp Mfg. or through an authorized dealer, they will receive a comprehensive quotation tailored to their specific requirements, including selected options, freight, and training costs.</p> <p>To proceed, the customer signs the quotation, submits it along with a purchase order, and includes their member number. The order is then entered into our production operating system. A confirmed and accurate delivery date is promptly communicated to the customer.</p> <p>All customers receive consistent pricing, regardless of whether the order is placed directly or through a dealer.</p> <p>Stepp Mfg. or the designated dealer will manage the order fulfillment process, which includes delivery, training, in-servicing of the equipment, and invoicing. Stepp Mfg. will also handle the administrative fee associated with the order and remit it directly to the contract administrator.</p>	*
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.	Many dealers have mobile onsite service trucks that can schedule onsite service repairs. All dealers are required to have a brick and mortar service center. Service would be scheduled with the authorized dealer. We also have service representatives that will field troubleshooting and service related questions from 7:00am-5:00PM Monday- Friday.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>If awarded a Sourcewell contract, Stepp Mfg. will actively promote it as our premier procurement option to our municipal customers. The combination of highly competitive pricing and a streamlined purchasing process offers an attractive, straightforward solution for Sourcewell members.</p> <p>Upon award, the Sourcewell contract will become our primary cooperative purchasing vehicle. We will immediately begin educating our authorized dealer network on the contract's benefits and usage, ensuring members have prompt access to knowledgeable sales and service support. This proactive approach will facilitate immediate engagement and maximize the value of the contract for all participating entities.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	With our Canadian dealers we would need to immediately educate them on the contract and how it works so that they can offer our products through the contract. Stepp Mfg. has not had a coop contract that serviced our Canadian customer base and we look forward to having a solution for them.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We can provide products and service to all 50 states including Alaska and Hawaii and all 10 provinces of Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All participating members will have access to our contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska, and US territories only additional requirements will be shipping. We will offer the customer in these areas a shipping estimate before processing any order to insure clarity.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Standard terms are 1%10 net 30.</p> <p>Extended terms for 1%10 net 30 or Net 60 days for master agreements</p>	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Stepp Mfg. will actively promote our Sourcewell-awarded agreement through a multi-channel marketing strategy tailored to government and educational customers across the United States. This includes:</p> <p>Dedicated Web Pages: A clearly marked Sourcewell partnership page will be created on the websites for Stepp Manufacturing. These pages will outline the benefits of cooperative purchasing and feature easy steps to access pricing and support.</p> <p>Social Media Campaigns: We will announce and continuously promote the Sourcewell contract via LinkedIn, Facebook, and Instagram, using both organic and boosted content to reach public agencies, facility managers, procurement officers, and other decision-makers.</p> <p>Email Marketing: Our email newsletters and campaigns will feature the Sourcewell opportunity as a streamlined procurement solution, especially during buying seasons and budget planning periods.</p> <p>Trade Shows and Events: Stepp Mfg. will attend national and regional events including APWA, NPE, WRAPP, IRF, and ARRA conferences. Promotional materials and booth signage will highlight our Sourcewell partnership and benefits.</p> <p>Sales Team Integration: Our regional sales representatives will be equipped with printed flyers and digital collateral promoting the Sourcewell contract. This will allow for direct promotion in meetings and demonstrations.</p> <p>Industry Trade Publications: Advertising in printed and distributed trade publication such as Roads and Bridges, NPE and Pavement Maintenance and Reconstruction. Our ad campaigns will feature the Sourcewell opportunity as a streamlined procurement solution, especially during buying seasons and budget planning periods.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We leverage a combination of digital marketing tools and analytics to ensure maximum reach and engagement:</p> <p>Social Media Targeting: Using Meta Business Suite and LinkedIn Campaign Manager, we target content to users by job title, industry, and geographic region. For example, facilities managers, public works professionals, and procurement officials in municipalities and school districts.</p> <p>SEO & Metadata Optimization: All Sourcewell-related web pages and blog content will be optimized with relevant metadata and search terms (e.g., "cooperative purchasing for pavement preservation" or "buy road patching equipment through Sourcewell") to improve discoverability.</p> <p>Analytics Tools: We use Google Analytics and Meta Pixel to track campaign effectiveness and identify user behavior, allowing us to refine our approach based on conversion data and engagement trends.</p> <p>CRM Integration: Our use of Dynamics 365 CRM and integrated email platforms allows for lead nurturing and retargeting efforts specific to Sourcewell customers, ensuring prompt follow-up and tailored content.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell plays a pivotal role in raising awareness and enhancing the credibility of cooperative purchasing agreements. We regard Sourcewell as a trusted third-party partner that ensures procurement compliance, reduces time and administrative burden, and increases transparency for participating members.</p> <p>Integration Strategy for a Sourcewell-Awarded Contract:</p> <ul style="list-style-type: none"> Comprehensive Team Training: All sales, marketing, and customer service personnel will receive in-depth training on the Sourcewell contract, including its terms, benefits, and application. This ensures our team is fully equipped to articulate the value of the agreement to public sector buyers. Proposal Integration: Quotations and proposals presented to eligible customers will clearly outline Sourcewell as a streamlined and compliant procurement option, reinforcing ease of access and added value. Member Onboarding and Outreach: We will collaborate with Sourcewell to support onboarding initiatives and conduct outreach to the member base. Our sales representatives will be prepared to engage quickly and effectively, leveraging the contract to simplify and accelerate the procurement process. Contract Visibility in Marketing: All relevant marketing assets—both digital and print—will prominently feature the Sourcewell contract number and associated benefits. This will ensure clarity for members and encourage prompt action. <p>Through these strategic efforts, we aim to maximize the impact and accessibility of the Sourcewell contract, making it a central component of our public sector engagement.</p>

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes, Stepp Mfg's products are available for purchase through e-procurement processes in multiple ways:</p> <p>Direct Procurement via Sourcewell Contract: Our pricing and contract documents are made available to Sourcewell Members upon request and can be integrated into their internal e-procurement platforms (such as Bonfire, OpenGov, or ProcureWare).</p> <p>E-commerce and Digital Quotes: While we do not currently operate a full e-commerce store due to the specialized nature of our equipment, we provide detailed digital quotes and contract acceptance to support seamless online purchasing.</p> <p>PO Integration: We accept purchase orders electronically. This makes our solutions easily accessible for municipal and educational customers who rely on those platforms.</p> <p>We are also open to further customizing our e-procurement processes based on the needs of Sourcewell and its Members.</p>	*
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	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.	All of our product have operational training videos offered through our website or YouTube. We also offer in person training at an additional minimal cost to members, directly from Stepp or through our dealer network. Many dealers offer training at no additional charge unless excessive travel is required.	*
42	Describe in detail your warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response.	<p>Standard warranty 1 year on all parts and labor, Trailer frames cracks and leaks in tanks limited lifetime warranty.</p> <p>All warranty is processed through the authorized dealer network.</p> <p>Please see attached warranty guide.</p>	*
43	Describe any technological advances that your proposed Solutions offer.	<p>Stepp Mfg. is one of the very few asphalt maintenance equipment manufacturers to offer a can buss PLC control package on most models. This full integrated control system offers technology that makes the operations of this equipment safe, reliable and productive through specific "smart" programing for each product. Our machines are very efficient, safer, intuitive and provides safety interlocks and diagnostics.</p> <p>Stepp Mfg. was awarded a patent in 2024 for an advanced heated hose delivery system for a crack sealing machine. This allows for quick, an inexpensive, less than 5 minute replacement of the heating element. This was a non replaceable part of the delivery system that caused excessive down time and cost thousands of dollars to replace. Replacement is now a few hundred dollars.</p> <p>Stepp Mfg. continues to deliver engineered based solutions to a demanding market though customer feedback, innovations and technology. While this industry has been very slow to change and innovate, Stepp Mfg. has made this a part of our culture. Continuous improvement though our Lean Manufacturing Initiatives even to the best products is what we strive for everyday.</p> <p>Our SMP Mastic Patching Machine is the most innovative in the industry. We have brought a wireless controlled, double acting placing auger to safely deliver hot asphalt products to the road ways. The operator can safely control this from the towing vehicle, shoulder or out of the way of traffic. Removing the operator from anywhere near the hot product while doubling or even tripling the productive output. We have also reduced the emissions to virtually zero form the asphalt material through engineered loading and unloading solutions.</p> <p>Innovation that reduces cost, labor, increases safety and minimizes down time to keep the members productive.</p>	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	N/A	*

45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
46	Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment.	<p>We offer all electric heated models, hybrid electric and low sulfur diesel fired models and also propane fired models. All diesel engines are tier 4 compliant and mounted on CARB compliant chassis.</p> <p>Stepp Mfg. offers the SMMT Asphalt Recycler that recycles 100% asphalt RAP (recycled asphalt product) into a new, hot permanent pothole patching material from the ground up asphalt millings from our roads.</p> <p>Many municipalities have been using this machine for decades to repair roads, year round in any climate for pennies on the dollar for new material.</p>	*
47	Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact.	N/A	*
48	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	<p>Our pothole patching solutions offer multiple shovel heights, placing augers that are manual swing or remote controlled to reduce or eliminate operator fatigue or stains. Lift Assist top and rear doors can make a noticeable difference in ease of use—offering a bonus feature that adds real value for operators.</p> <p>Our crack sealing solutions features ultra light hose and wands with trigger activation. We also have the only innovative overhead boom system that reduces the weight of the hose delivery system by 2/3rds removing operator fatigue.</p>	*
49	Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety.	We recommend that all operators wear proper PPE while using or maintaining this equipment. Standard safety equipment such as gloves, safety glasses, and proper clothing is required to operate many of these machines. This is outlined in all of the operators manuals and our safety manuals.	*
50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Stepp Mfg. Co. Inc. offers the most comprehensive product line of asphalt maintenance equipment in the U.S., Canada, and Mexico. Our mission is to provide innovative, reliable, and long-lasting solutions that help municipalities and contractors effectively repair and maintain aging infrastructure.</p> <p>While we may not always be the lowest-priced option, our equipment is engineered for durability, safety, and ease of maintenance-delivering unmatched value through lower lifetime costs and extended service life. Many Stepp machines remain in active use after 20 to 30 years, a testament to our build quality and long-term performance.</p> <p>We offer 18 models, over 60 sizes, and thousands of customizable configurations—including crack sealing, mastic patching, pothole repair, tack oil and asphalt distributors, infrared patching, slurry trucks, and water trucks. Our labor-saving features and thoughtful innovations, like lift assist doors, further enhance usability and operational efficiency.</p> <p>At the heart of Stepp Mfg. are our core values: Integrity, Excellence, Innovation, and Teamwork. These principles drive our commitment to delivering world-class equipment and customer-focused solutions that help municipalities meet the growing demands of road maintenance today—and for decades to come.</p>	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
57		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
59		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
60	Describe your payment terms and accepted payment methods.	1% 10 net 30 terms We accept all form of credit cards, check, ach, wire transfers and letter of credits.	*
61	Describe any leasing or financing options available for use by educational or governmental entities.	Short term and long term financing, leasing and lease to own options through a third party lender. Stepp Mfg. to facilitate all financing options. Approvals in under 24hrs in most situations.	*
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Quotation with order approval that will include terms and conditions. Standard invoice.	*
63	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?	Yes we accept it. It does have a 3% fee except states that are not applicable	*

64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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.	We offer a standard U.S. price guide for each model less a member discount of 18% off of MSRP price. We also included a Canadian Price guide with the the exchange rate conversion.	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	18% off MSRP	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Additional 2% discount on 5-9 units 3% on 10 or more units units.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Price on request for any ancillary or non standard options products or materials. Each request will be summited to the customer on our std quotation.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pre-Delivery inspections, mandatory training, installations, and prebuild inspections will be quoted on a requested instance. Stepp Mfg. and it's contracted authorized dealer network or any contractor used for install will be strictly limited to the pre quoted amounts unless environmental or other unknown circumstances arise in which we will immediately notify the customer in writing.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is a line item on the pricing sheets and is charged per mile. Hawaii, Alaska, US Territories, Canada and Mexico will be quoted on a per request basis.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Hawaii, Alaska, US Territories, Canada and Mexico will be quoted on a per request basis.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	We maintain a detailed database that tracks both contract and non-contract sales, as well as differentiates between municipal and contractor purchases. This system allows us to quickly generate accurate quarterly sales reports and effectively monitor performance by sales representatives and dealers. For all contract orders, inclusion of the Sourcewell member number and contract number is mandatory on the quotation, purchase order, and order confirmation. Additionally, contract-specific discounts are clearly displayed on both the quotation and pricing sheets to ensure full transparency and compliance.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	We currently track all contract and non-contract sales monthly. We also track municipal vs contractor contracts in our pending and on order database, this allows us quickly and easily access our trends in contract utilization and allocate additional training and education to our regional sales managers and our authorized dealer networks.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	2% Admin fee on all units. Not to include shipping cost.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing submitted is the most competitive pricing offered in North America.	*

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

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Model SPH Asphalt Hot box, Gravity and Dump Discharge, air jacketed asphalt hot box/ reclaimer/ recycler available in 1.5 (2ton), 2.0 (3ton) and 3.0 (4 ton) cubic yard capacity. Used for maintaining new or recycled asphalt at elevated temperatures all day for pothole repair and utility cut repairs.</p> <p>Model SPHD Asphalt dump style, oil jacketed, hot box/reclaimer/ recycler available in 2.0 (3ton) and 3.0 (4 ton) Cubic yard capacity. Used for maintaining new or recycled asphalt at elevated temperatures all day for pothole repair and utility cut repairs.</p> <p>Model SPHOJ Asphalt auger discharge, oil jacketed, available in 2.0 (3ton) and 3.0 (4 ton) cubic yard capacity. Used for maintaining new or recycled asphalt at elevated temperatures all day for pothole repair and utility cut repairs.</p> <p>Model SSPH HK, slip in style, truck and hook mounted, dump style oil jacketed asphalt hot box/ reclaimer/ recycler available in 1.0 (2ton), 2.0 (3ton) and 3.0 (4 ton) 4.0 (5.4 ton) 6.0 (6.7ton) cubic yard capacity. Used for maintaining new or recycled asphalt at elevated temperatures all day for pothole repair and utility cut repairs.</p> <p>Model SMP mastic patcher available in 250 and 450 gallon size. Used for heating and applying mastic materials for potholes, distressed cracks and wheel depressions.</p> <p>Model STPH CDL and Non CDL Truck and Hook mounted auger delivery, oil jacketed pothole patcher. Available in 2.0(3ton), 3.0 (4ton) 4.0(5.4ton) 5.0(6.7ton) 6.0(8.1ton) and 7.0(9.45ton) cubic yard sizes. Used for maintaining new or recycled asphalt at elevated temperatures all day for pothole repair and utility cut repairs.</p> <p>Model SMM Tailgate Asphalt Recycler. Used to recycle asphalt millings or create asphalt from new virgin materials for the use in pothole repairs and utility cuts.</p> <p>Model SMMT Trailer Asphalt Recycler. Used to recycle asphalt millings or create asphalt from new virgin materials for the use in pothole repairs and utility cuts.</p> <p>Model OJK-V Asphalt Crack sealing kettle. Available in 75 and 125 gallon sizes. Used to heat and applicate rubberized asphalt for crack sealing and crack repair.</p> <p>Model OJK-H Asphalt Crack sealing kettle. Available in 185,275 and 400 gallon sizes. Used to heat and applicate rubberized asphalt for crack sealing and crack repair.</p> <p>Model SGS Asphalt flue fired kettle. Available in 180, 275, 360 and 580 gallon sizes. Used to heat and melt AC asphalt for crack filling and edge sealing pothole patches.</p> <p>Model SBF Asphalt bottom fired kettle. Available in 200,300, and 500 gallon sizes. Used for tack coating and crack filling with cutback, emulsion or AC asphalts.</p> <p>Model SMT Asphalt Mini tanker. Available in 250,400,600,1000, and 1200 gallon sizes. Used for tack coating, heating and storing asphalt emulsions.</p> <p>Model STRD Asphalt trailer, slip in, and truck distributor. Available in 600,800,1000, 1200,and 2000 gallon sizes. Used for tack coating, chip sealing, heating and storing asphalt emulsions.</p> <p>Model SSF Truck and Hook mounted street flusher. Available in 2000-3500 gallon sizes. Used for dust control, cleaning, washing, and deicing the road surface before repairing.</p> <p>Model KASI IR-120 Walk behind Infrared heater to repair potholes and pavement deformities in place.</p> <p>Model KASI IR480 Trailer mounted Infrared heater to repair potholes and pavement deformities in place.</p> <p>Model KASI Minuteman Trailer mounted Infrared heater and reclaimer to repair potholes and pavement deformities in place. Used for maintaining new or recycled asphalt at elevated temperatures all day for pothole repair and utility cut repairs.</p> <p>Model KASI Patriot truck mounted Infrared heater and reclaimer to repair potholes and pavement deformities in place. Used for maintaining new or recycled asphalt at elevated temperatures all day for pothole repair and utility cut repairs.</p>

		Model Macropaver 12EX Truck mounted micro surfacing applicator. Applies new wear surface to aging roads for pavement preservation. Model Macropaver CR self-propelled continuous run micro surfacing applicator. Applies new wear surface to aging roads for pavement preservation. Model Minimac one-man self-propelled micro surfacing applicator. Applies new wear surface to aging roads for pavement preservation	
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Pothole patching equipment, Oil Distribution equipment, Crack sealing equipment, Mastic patchers, Water distribution equipment, Infrared heaters, and Micro surfacing equipment.	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
78	Asphalt recyclers and reclaimers, hot boxes	<input checked="" type="radio"/> Yes <input type="radio"/> No	Models SPH, SPHD, SPHOJ, SSPH HK, SMM, SMMT, STPH, KASI	*
79	Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters	<input checked="" type="radio"/> Yes <input type="radio"/> No	Models SPH, SPHD, SPHOJ, SSPH HP, SSPH HK, SMM, SMMT, STPH, SBF, SGS, STRD, SMT, SMP, OJK-V, OJK-H,	*
80	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	MACROPAVER 12EX, MACROPAVER CR, MINMAC	*
81	Pavement marking application and removal equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	None	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

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

- [Pricing](#) - 2025 Sourcewell Price List - USD & CAD.xlsx - Thursday May 01, 2025 10:54:30
- [Financial Strength and Stability](#) - Reference Letter 04.10.25 (002).pdf - Thursday April 17, 2025 08:21:13
- [Marketing Plan/Samples](#) - Marketing Materials.pdf - Wednesday April 30, 2025 16:47:43
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Sample Quote and Invoice.pdf - Wednesday April 30, 2025 17:28:21
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Dealer Booklet.pdf - Wednesday April 30, 2025 17:52:12

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Stepp, Vice President, Stepp Manufacturing Company Inc

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

☒ Yes ☐ No

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

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

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