



MASTER AGREEMENT #022626
CATEGORY: Roadway Paving Equipment
SUPPLIER: BOMAG Americas, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and BOMAG Americas, Inc., 125 Blue Granite Parkway, Ridgeway, SC 29130 (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 April 21, 2030, unless it is cancelled or extended as defined in this Agreement.
- i. **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.
- ii. **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 (Solicitation #022626) to Participating Entities. In Scope solutions include:
- a. Asphalt pavers, screeds, distributors, and loaders;
 - b. Steel-wheeled and pneumatic tire rollers;
 - c. Wideners, tack distributors, cold planers, and compactors; and,
 - d. Concrete mixers, and gunite or shotcrete delivery equipment.
- Proposers may include related equipment, accessories, and services to the extent that these solutions are directly complementary to the equipment, products, or service(s) being proposed in a.-d. above.
- 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 Sourcwell 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, 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

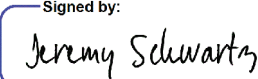
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

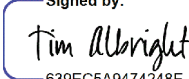
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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

BOMAG Americas, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 4/20/2026 | 3:20 PM CDT

Signed by:

 639EC5A9474248E...
 By: _____
 Tim Albright
 Title: Director of Government Sales
 Date: 4/20/2026 | 3:08 PM CDT

RFP 022626 - Roadway Paving Equipment

Vendor Details

Company Name: BOMAG America
125 Blue Granite Pkwy
Address: Ridgeway, SC 29130
Contact: Tim Albright
Email: tim.albright@bomag.com
Phone: 614-588-5564
Fax: 614-588-5564
HST#: 34-1603223

Submission Details

Created On: Wednesday February 04, 2026 06:37:04
Submitted On: Thursday February 26, 2026 13:50:01
Submitted By: Tim Albright
Email: tim.albright@bomag.com
Transaction #: 4d782e08-1d44-4bcc-adf5-1044de859f4e
Submitter's IP Address: 147.243.54.206

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.	BOMAG Americas, Inc. 125 Blue Granite Parkway Ridgeway, SC 29130 803-337-0700 EIN# 34-160223	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
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).	BOMAG Americas, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	80924 (BOMAG America) LoBQ4 (BOMAG Canada)	*
5	Provide your NAICS code applicable to Solutions proposed.	333120- Industrial Machinery for rollers, pavers, and stabilizers	
6	Proposer Physical Address:	BOMAG Americas, Inc. 125 Blue Granite Parkway Ridgeway, SC 29130	*
7	Proposer website address (or addresses):	https://www.bomag.com/us-en/	*
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):	Tim Albright Director of Gov. Sales 125 Blue Granite Parkway Ridgeway, SC 29130 tim.albright@bomag.com (614)588-5564	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tim Albright Director of Gov. Sales 125 Blue Granite Parkway Ridgeway, SC 29130 tim.albright@bomag.com (614)588-5564	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None	*

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.	BOMAG Americas, Inc., a subsidiary of BOMAG GmbH (founded 1957, Boppard, Germany). At our founding in 1957, BOMAG was the first to introduce hand guided and ride on compaction rollers to the German market. Today we provide asphalt paving, milling, and compaction equipment throughout the United States and Canada. With nearly seventy (70) years of continuous manufacturing experience, BOMAG is a globally recognized leader in single drum rollers, tandem rollers, cold milling machines, and asphalt pavers with representation in 150 countries and more than 400 independent dealers and distributors. We take pride in our North American manufacturing facility in Ridgeway, South Carolina, producing pavers, and compaction equipment to support domestic demand and strengthen supply chain responsiveness. BOMAG is considered an expert in our construction segment. Being a family-owned company we firmly believe in our Mission Statement and Core Values that guide our daily business. Mission Statement: To be the global leader in road construction solutions recognized for the best application knowledge, technology, and service. Core Values: 1) Autonomy- Respecting the company's identity, developing a team spirit and trusting. 2) Commitment – Keeping our promises and focusing on our customers 3) Audacity- Entrepreneur spirit and taking calculated business risks. BOMAG's philosophy centers on delivering complete roadway construction solutions that maximize productivity, pavement quality, and total lifecycle value. A primary focus is minimizing equipment downtime through robust parts availability and responsive service infrastructure. Through our authorized dealer network, we provide: • Same-day parts availability for critical and high-wear components • Local parts inventory supported by national distribution resources • Factory-trained technicians with rapid field response capability • Technical support and warranty administration • Lifecycle service and preventive maintenance programs With decades of experience supporting municipal, state, and federal infrastructure projects, we are very proud of all the BOMAG pavers, milling machines, and rollers are actively deployed across North America in highway construction, airport rehabilitation, and municipal roadway projects!	*
12	What are your company's expectations in the event of an award?	In the event of an award, BOMAG Americas, Inc. intends to fully leverage its established North American dealer network to expand access to asphalt paving, milling, and compaction solutions for participating agencies under the cooperative contract. BOMAG views this award as an opportunity to responsibly grow market participation through its authorized dealers, who serve as the primary interface for equipment delivery, same-day parts availability, service support, training, and warranty administration. The Company expects to activate its dealer partners to promote the contract, support participating agencies locally, and ensure consistent contract compliance across all transactions. BOMAG's expectations include: • Strategic Utilization of the Dealer Network – Engaging authorized dealers to actively promote and support the cooperative contract within their territories, thereby increasing contract adoption and equipment standardization among public agencies. • Consistent Contract Compliance – Alignment with pricing, reporting, and administrative requirements as defined in the cooperative agreement. • Timely Payment in Accordance with Contract Terms – Payment processing consistent with established cooperative purchasing guidelines. BOMAG considers cooperative contracts to be long-term partnerships that provide scalable growth opportunities while delivering measurable value to public agencies. Through disciplined dealer engagement and strong contract governance, BOMAG expects to expand its presence in the public sector market while maintaining high standards of service, compliance, and operational support.	*

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.	BOMAG Americas, Inc., a subsidiary of BOMAG GmbH, demonstrates substantial financial strength and long-term stability through its ownership by the FAYAT Group, one of the largest privately held construction manufacturers. Founded in 1957, the FAYAT Group operates in more than 170 countries, employs over 23,000 personnel, and generates annual revenues exceeding €5 billion. The Group maintains strong capitalization, diversified revenue streams, and conservative financial governance practices that support sustained global operations and long-term customer commitments. Please refer to the attached PDF, "FAYAT Activity Report 2025," in the Financial and Stability section of Step 2 for additional details regarding the Group's financial performance and organizational strength. As part of the FAYAT Road Equipment Division, BOMAG benefits from global engineering resources, manufacturing capacity, and financial backing that support one of the most comprehensive portfolios of compaction, paving, milling, and stabilization equipment in the industry. The FAYAT Group maintains strong banking relationships, credit capacity, and working capital to support manufacturing operations, inventory, and contractual obligations. BOMAG's North American parts distribution and inventory infrastructure is fully capitalized to ensure rapid parts availability and responsive service support through its authorized dealer network. With nearly 70 years of continuous operation, BOMAG has demonstrated financial resilience across multiple economic cycles and continues to invest in the North American market. BOMAG's state-of-the-art manufacturing and headquarters facility in Ridgeway, South Carolina supports localized production, engineering, training, and parts distribution for the United States and Canada. Through its ownership by the FAYAT Group and established operational infrastructure, BOMAG Americas possesses the financial capacity, liquidity, and organizational resources necessary to fully meet all contractual obligations and provide reliable, long-term support to participating agencies.	*
14	What is your US market share for the Solutions that you are proposing?	For the United States market, BOMAG products are sold through 45 independent contracted dealers. Market Share is estimated to be 15 to 25% range	*
15	What is your Canadian market share for the Solutions that you are proposing?	For the Canadian market, BOMAG products are sold through SMS Equipment. SMS covers all of Canada and Alaska with 40 branch locations. Market Share is estimated to be 15 to 35% range	*
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.	No current or completed bankruptcies	*
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?	BOMAG is a manufacturer. BOMAG Americas, Inc. is a manufacturer of compaction, paving, and road construction equipment We employ a dedicated field organization that includes a Government Sales Director, Regional Sales Directors, Territory Sales Managers, Rental Sales Managers, and Service and Solutions Experts. These individuals are direct employees of BOMAG Americas (not 3rd party) and are responsible for supporting contract compliance, product application support, dealer coordination, and customer satisfaction. Local sales, delivery, parts support, and service are provided through BOMAG's authorized independent dealer network, which includes approximately 45 heavy equipment dealers and more than 1,000 light equipment partners throughout the US and Canada. These dealers are independently owned and operate under formal dealer agreements with BOMAG Americas. BOMAG provides factory training, technical support, parts distribution, and performance standards to ensure consistent, high-quality sales and service delivery to Sourcwell participating entities. This combined structure ensures government agencies receive direct manufacturer backing along with responsive, local support from fully authorized service providers.	*
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.	BOMAG Americas, Inc. is licensed to do business by the state of South Carolina in Fairfield County. BOMAG Americas Inc. operates as a manufacturer/ importer in the United States of America and holds a federal EIN # certification.	*
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	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Industry Awards & Recognition 1. Association of Equipment Manufacturers (AEM) Advocacy Award – Gold Level (2025) BOMAG Americas was honored with the Gold level Advocacy Award by the Association of Equipment Manufacturers (AEM) in 2025 for industry advocacy excellence, recognizing the company's efforts to support policies that strengthen equipment manufacturing and the construction industry. 2. CONEXPO-CON/AGG Next Level Awards Finalist (2026) At CONEXPO-CON/AGG 2026, BOMAG Americas was selected as a Finalist in the Next Level Awards for its remote-control single-drum roller technology—a recognition that highlights innovation and advancement in construction equipment technology. 3. Fairfield (SC) Chamber of Commerce – Industry Partner of the Year (2025) BOMAG Americas received the Industry Partner of the Year award from the Fairfield Chamber of Commerce in 2025, acknowledging the company's contributions to the local community, regional economic development, and support of the manufacturing base. 4. German Design Award – Excellent Product Design & Human Machine Interface (2023) BOMAG earned the German Design Award in 2023 for excellence in product design and human-machine interface, underscoring the company's commitment to ergonomic, user-centered, and industry-leading equipment design. Note: Additional product recognitions—such as inclusion of BOMAG machines in industry editorial "Top Roadbuilding Equipment" lists—further reflect market acknowledgement of equipment performance and relevance within the industry.	*
21	What percentage of your sales are to the governmental sector in the past three years?	For the past 3 years, roughly 10% of our annual sales have been made to government entities.	*
22	What percentage of your sales are to the education sector in the past three years?	Education sector accounts for roughly 5% of our annual sales have been made to government entities.	*
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?	Today, BOMAG Americas does not hold any other state or cooperative purchasing agreements. We have found that when we list the Sourcwell benefits, most government agencies will just adopt Sourcwell as their cooperative partner. Other cooperative contracts are held by our authorized dealers, not directly with BOMAG Americas. Some BOMAG dealers hold contracts with Florida Sherriif Association, HGAC, BuyBoard, and State of North Carolina.	*
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?	BOMAG Americas does not have any GSA contracts or Standing Offers and Supply Arrangements.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Pasco County	Rick Giangrande	(727)834-3739	*
City of Ft. Lauderdale	Anthony Casale	(954) 828-5765	*
York County Solid Waste Authority Acct #195617	Ernie Traylor	(803) 628-3200	*
Larimer County #4896	Jeremy Groves	(970) 498-3200	
Surry County Acct#19697	Rick Hawk	(336) 401-8375	

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

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

Line Item	Question	Response *
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26	Sales force.	Government and public-sector business is a core strategic priority for BOMAG Americas. BOMAG has appointed a Director of Government Sales dedicated to cooperative purchasing programs, contract compliance, and expanding support for municipal and public-works customers. BOMAG employs ten full-time Territory Sales Managers covering the United States and Canada, providing direct regional support to customers and dealers. This team is supported by five Product Sales Specialists, three Product Marketing Managers, and four Inside Sales Support Specialists who assist with technical guidance, quotations, and contract administration. In addition, BOMAG maintains a dedicated Milling and Paving business unit led by the Vice President of Milling and Paving and staffed by ten specialized employees focused on roadway infrastructure solutions, product expertise, and customer support.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	BOMAG operates through 45 authorized heavy equipment dealers representing more than 275 sales, parts, and service locations across the United States and Canada, ensuring comprehensive geographic coverage and responsive local support. We carefully select dealer partners based on demonstrated service capability, technician staffing levels, parts inventory, facility standards, and commitment to factory training to ensure they can fully support municipal and public-sector customers. Each dealer enters into a formal dealer agreement with us and is required to maintain certified technicians, specialized tooling, and access to genuine BOMAG parts to support equipment throughout its lifecycle. We view our dealers as the key to market penetration and long-term customer success. Our dealers are ultimately responsible for delivering a holistic customer experience, including equipment specification, sales support, delivery, commissioning, operator training, parts availability, warranty support, and ongoing service throughout the product lifecycle. We support this responsibility through comprehensive factory training programs, technical assistance, and centralized parts distribution to ensure consistent, high-quality support. Our Territory Sales Managers work directly with each dealer to support sales activity, contract compliance, and customer satisfaction, while our Service and Solutions Experts assist with technical troubleshooting and uptime support when required. Oversight of public-sector and cooperative purchasing activity is coordinated through our Director of Government Sales, who works closely with both our internal team and dealer partners to ensure contract awareness, proper pricing implementation, and consistent support for participating agencies. This structure ensures customers receive direct manufacturer backing combined with responsive, accountable local dealer support.	*
28	Service force.	BOMAG Americas is committed to maximizing equipment uptime and providing responsive, lifecycle service support. Our primary service interface is our authorized local heavy equipment dealer network, which is responsible for all localized sales, preventive maintenance, repairs, parts support, and customer interaction. We ensure all authorized dealers are fully trained and equipped to support BOMAG equipment through factory training programs, technical certification, and ongoing product updates. When government agencies require service or support, they contact their local BOMAG dealer, ensuring fast response times and direct, on-site assistance. To further strengthen service capability, BOMAG maintains a dedicated technical support department known as the Uptime Center, which provides secondary support to dealers and customers. The Uptime Center is staffed by seven Service Uptime Engineers led by a Technical Support Manager, as well as a Spare Parts Team of four specialists who assist with parts identification, ordering, and stocking support. This team works directly with dealers via phone, virtual meetings, and on-site visits when necessary to resolve complex technical issues and restore equipment to full operation as quickly as possible. In addition, BOMAG equipment is equipped with integrated telematics systems that provide dealers and BOMAG support personnel with real-time machine health, fault codes, and maintenance data. This connectivity enables proactive maintenance planning, faster diagnostics, and early identification of potential issues, helping prevent downtime events before they occur. This combined structure—local dealer responsiveness supported by factory-level technical expertise and telematics—ensures reliable service coverage and maximum uptime for municipal and public-sector customers.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All Sourcewell quote preparations and orders are processed either by BOMAG Government sales department or through authorized dealers. Quotes are prepared using approved pricing module and reviewed by Territory Managers prior to submitting to agencies to ensure compliance. Contract activity is tracked under the Director of Government Sales. The ordering process follows these steps: 1. The Participating Entity contacts its local Authorized Dealer and references the Sourcewell Master Agreement. 2. The Authorized Dealer prepares a quotation using approved cooperative pricing. 3. When required, BOMAG Territory Managers or Government Sales leadership review pricing alignment to ensure compliance. 4. The Participating Entity issues a purchase order referencing the Sourcewell Contract number. 5. The Dealer coordinates equipment production, shipment, delivery, and commissioning. 6. The transaction is recorded for quarterly sales reporting and Administrative Fee calculation. BOMAG maintains internal compliance controls prior to quarterly Administrative Fee remittance. Reported transactions are reviewed to validate Participating Entity eligibility, pricing accuracy, and revenue reporting integrity. This structured model combines localized dealer execution with centralized manufacturer oversight, ensuring transparent, compliant, and auditable cooperative purchasing transactions while delivering responsive support to Participating Entities.	*
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.	BOMAG Americas delivers customer service through a structured, multi-tiered support model designed to protect uptime, reduce downtime risk, and ensure consistent service standards for Participating Entities. Quotation and Pre-Sale Responsiveness Standard equipment quotations are typically returned within 24–48 hours once specifications are confirmed. Territory Sales Managers and Product Specialists are available to assist Authorized Dealers with technical configuration, ensuring accurate and timely proposals. This structured review process reduces specification errors and accelerates procurement timelines. Primary Service Layer – Authorized Dealer Authorized Dealers serve as the first point of contact for service and warranty support. Dealers are responsible for: • Field diagnostics and repair • Preventive maintenance support • Parts stocking and availability • Warranty claim initiation Dealers are evaluated annually by BOMAG on key performance metrics including technician certification levels, training completion, parts inventory standards, and warranty process compliance. These performance standards are tied to dealer authorization status and continued product representation. Secondary Support Layer – BOMAG Factory Escalation BOMAG maintains a dedicated Uptime Support Center staffed by seven (7) Uptime Engineers. If a Dealer cannot return a machine to production within 24 hours, escalation procedures are initiated. Factory-level technical support is provided remotely or, when necessary, an Uptime Engineer is deployed to the field to assist directly. This escalation structure ensures that Participating Entities are not dependent on a single service tier and that complex technical issues receive manufacturer-level attention.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	BOMAG Americas will actively promote and offer the awarded contract to all eligible Sourcewell participating agencies throughout the United States and Canada, supported by its fully established and authorized dealer network to ensure complete sales, service, and parts coverage. (no geographic limitations).	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have made significant strides through our partnership with Sourcewell and the Canoe Procurement Group! BOMAG will offer an awarded contract to all qualifying member agencies in Canada with full dealer coverage (40 locations cover all Canadian Provinces) (no geographic limitations).	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	BOMAG Americas will provide full geographic coverage under the proposed Master Agreement and does not identify any geographic areas within the United States or Canada that will be excluded from service. In the United States, BOMAG equipment is supported through a network of Authorized Dealers providing coverage across the US. These dealers maintain localized sales, parts, and service capabilities and are supported by BOMAG's regional Territory Managers and factory technical resources. This structure ensures that Participating Entities, regardless of location, have access to qualified service technicians, parts availability, and manufacturer-level escalation support when required. In Canada, BOMAG equipment is distributed and supported through SMS Equipment, which operates approximately 40 branch locations covering all provinces. This national footprint provides consistent access to equipment delivery, parts distribution, and field service support across Canadian markets. There are no servicing dealer restrictions, territorial limitations, or product access exclusions associated with the proposed agreement. Participating Entities in contiguous and non-contiguous regions, including Alaska, Hawaii, and remote Canadian locations, will receive the same pricing structure, service access, and manufacturer support oversight. BOMAG's coverage model combines local execution with centralized governance, ensuring that geographic location does not limit service availability or cooperative purchasing participation.	*
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 eligible Sourcewell sectors are supported. Government business is a strategic priority!	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions beyond standard freight coordination.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, all nonprofit entities will be included.	*

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.	BOMAG Americas views cooperative government contracts as a strategic growth channel and a core component of our public-sector business strategy. Promotion of this opportunity will be intentional, structured, and performance driven. 1. Dedicated Government Leadership BOMAG has appointed the Director of Government Sales to lead cooperative contract strategy, execution, and performance measurement. This role ensures executive-level accountability for government engagement, contract compliance, and dealer participation. The Director works directly with Territory Managers and dealer government representatives to drive proactive outreach and contract utilization. 2. Enhanced Dealer Engagement and Education with focus on the key metro markets Dealer engagement is central to our marketing strategy. To ensure consistent promotion and compliance: • The Sourcewell contract will be integrated into quarterly dealer business reviews. • Territory Managers will conduct structured government-focused strategy sessions with dealer leadership. • BOMAG will actively promote participation in Sourcewell-hosted training and networking events, including Sourcewell Academy, to strengthen dealer understanding of cooperative procurement processes and expand their government relationships. (see uploaded document from BOMAG Salesperson who attended) • Dealer government sales representatives will be encouraged to attend Sourcewell networking opportunities to build direct connections with participating entities. This education-first approach improves dealer alignment, increases contract awareness, and drives responsible promotion. 3. Third-Party Government Lead Generation To proactively grow public-sector opportunities, BOMAG will engage a specialized third-party government lead generation firm. This partner will: • Generate qualified leads at the municipal, county, state, and provincial levels • Route opportunities directly to the appropriate Territory Manager and authorized dealer This proactive model ensures BOMAG is identifying opportunities early rather than reacting late in the procurement cycle. 4. Targeted Marketing Campaigns BOMAG will deploy coordinated government-focused campaigns that include: • Email outreach to dealer government sales teams • Direct communication to public works directors and fleet managers • Sourcewell-branded digital content on the BOMAG website https://www.bomag.com/us-en/services/support-and-training/bomag-government-purchasing/ • Participation in regional and national public-sector trade shows and associations • Utilization of dealer CO-OP marketing funds for local government outreach All materials will clearly communicate the benefits of cooperative purchasing, simplified procurement pathways, and contract pricing advantages. Commitment Statement Government business is not a secondary market for BOMAG Americas—it is a core focus supported by dedicated leadership, structured dealer education, proactive lead generation, and measurable performance oversight. If awarded, BOMAG will actively invest in growing and promoting the Sourcewell contract through disciplined execution, dealer engagement, and strategic partnership.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing team utilizes a comprehensive digital ecosystem to enhance marketing effectiveness, strengthen customer engagement, and ensure alignment with cooperative purchasing programs such as Sourcewell. Our Customer Relationship Management (CRM) system tracks customer interactions, quotation activity, and sales opportunities, allowing targeted outreach to public agencies and improved response times. Learning Management Systems (LMS) support ongoing training and certification for dealer sales and service personnel, ensuring consistent product knowledge and compliance with contract requirements. BOMAG Americas maintains an active presence on LinkedIn, Instagram, and Facebook to promote product awareness, customer success stories, training opportunities, and cooperative contract availability. These platforms enable targeted campaigns, audience analytics, and engagement tracking to measure effectiveness and refine messaging. Digital analytics, campaign performance metrics, and customer engagement data are continuously monitored to optimize outreach efforts, support dealer marketing initiatives, and ensure public-sector customers are informed of available solutions and contract benefits. (See examples in file upload)

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?	BOMAG Americas expects Sourcewell to continue actively promoting awarded contracts to its participating agencies and to provide clear, accessible procurement pathways that allow members to efficiently purchase equipment through cooperative purchasing. Sourcewell's outreach, education, and contract visibility efforts are critical in connecting public agencies with qualified suppliers. As cooperative purchasing evolves, additional tools—such as advanced data analytics or AI-driven insights that help identify participating agencies with upcoming equipment replacement cycles or capital spending plans—would further enhance contract utilization and mutual success. BOMAG Americas will actively promote and integrate the awarded Sourcewell contract into its established dealer management and sales structure. The contract will be incorporated into quarterly dealer business reviews where overall sales performance, market trends, and strategic growth opportunities are evaluated. Territory Managers conduct monthly performance discussions with their respective dealers to review sales activity, pipeline development, and public-sector opportunities. During formal quarterly business meetings, Territory Managers present detailed analysis of product channel performance and market segment activity—including government, contractor, and municipal sectors. These meetings serve as structured forums to reinforce Sourcewell contract utilization, identify upcoming bid opportunities, and develop targeted action plans. Because many authorized BOMAG dealers maintain dedicated government sales representatives, these quarterly reviews provide a focused opportunity to ensure the Sourcewell contract remains visible, properly positioned, and actively promoted within each territory. This disciplined integration ensures consistent contract awareness, measurable engagement, and sustained growth within the cooperative purchasing channel.	*
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.	At this time, BOMAG Americas does not offer a direct manufacturer-based online purchasing platform for equipment transactions. All equipment purchases are processed through authorized local BOMAG dealers in accordance with applicable public procurement procedures. Our dealer network is experienced in supporting government and educational entities and can accommodate a variety of procurement requirements, including: • Purchase orders • Cooperative contract documentation • P-card transactions (subject to dealer discretion) • Third-party financing documentation • Electronic invoicing where required	*

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.	In most cases, customer training is coordinated through our authorized dealer network as part of the equipment purchase and delivery process to ensure proper machine operation, safety, and performance optimization. Many of our dealers also offer advanced training programs, including paving schools, operator certification courses, and application-specific instruction tailored to municipal and public works operations. Any additional training costs are determined and communicated by the local authorized dealer. In addition to customer training, the BOMAG dealer network participates in mandatory annual training programs covering sales, service, and engine systems. These programs are delivered by BOMAG's sales, service, engineering, and product specialist teams. Dealer participation is required to maintain certification and ensure that they possess the technical competency necessary to provide high-quality local training and support to end customers. Please refer to Training Materials in file upload	*

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.	(New and Improved) Road Products Standard Factory Warranty starting in 2026 • Full Machine: 24 months or 2,000 operating hours (whichever occurs first) The warranty covers defects in material and workmanship under normal use and service conditions. Conditions and Requirements to Qualify To qualify for warranty coverage: 1. The equipment must be operated and maintained in accordance with BOMAG's published operation and maintenance guidelines. 2. Required maintenance intervals must be followed and documented. 3. Warranty registration must be completed at delivery time. 4. The machine must not be subject to misuse, abuse, unauthorized modification, or improper application. The warranty does not cover: • Normal wear items (unless failure is due to defect) • Damage caused by improper maintenance • Damage resulting from accidents, misuse, or unauthorized alterations BOMAG's warranty process is structured to minimize downtime and simplify resolution: 1. Initial Contact: The participating entity contacts their authorized local BOMAG dealer. 2. Needed Repairs are Completed and warrantable items are submitted to BOMAG America. 3. Claim Submission: The dealer submits a warranty claim electronically through BOMAG's warranty system. 4. Factory Review (if required): BOMAG technical support reviews complex or escalated claims. 5. Claim Reimbursement: The dealer is reimbursed in accordance with established warranty labor and parts guidelines. Travel time and mileage allowances are included within the base warranty program, providing additional protection for agencies in remote locations. Warranty repairs are performed by authorized BOMAG dealers who maintain certified technicians and required tooling. BOMAG factory support includes: • 9 Area Service Managers • A centralized technical call center staffed by senior service engineers • A dedicated parts support team This layered service structure ensures both local responsiveness and manufacturer-level accountability. BOMAG understands that public-sector fleets require reliability, budget predictability, and minimal downtime. Our warranty program is structured to provide clear coverage terms, efficient claims processing, and strong dealer-factory coordination to protect taxpayer investment. Representative warranty materials can be provided upon request.
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43	Describe any technological advances that your proposed Solutions offer.	BOMAG offers the most comprehensive portfolio of intelligent compaction technologies on the market, designed to improve quality, efficiency, sustainability, and documentation on public infrastructure projects. The BOMAG Economizer system is one of our most widely utilized intelligent compaction features. This system allows operators to monitor soil stiffness and compaction progress in real time, providing visual feedback to achieve uniform compaction while preventing over-compaction. With Economizer technology, required passes can be reduced by up to 25%, depending on application and material conditions. This reduction directly impacts operating costs and environmental performance. For example: If a single drum roller typically consumes approximately 5–7 gallons of fuel per operating hour, reducing passes by 25% on a 200-hour municipal compaction project could reduce machine operating time by approximately 40–50 hours. This equates to: • 200–350 gallons of fuel savings per machine • Reduced CO₂ emissions by approximately 2–3 metric tons (based on standard diesel emission factors) • Reduced engine wear, extended service intervals, and lower total cost of ownership • Fewer labor hours and faster project completion timelines For agencies managing multiple projects annually, these savings compound significantly across the fleet. BOMAG telematics systems are installed on all BOMAG ride-on models. This web-based platform enables customers, dealers, and BOMAG factory support to monitor machine utilization, performance data, fault codes, and service intervals. The system supports proactive maintenance, faster troubleshooting, and improved fleet management. BOMAG also introduced BOMAP, a real-time compaction documentation application that connects machines across the jobsite—including both BOMAG and competitive equipment. BOMAP provides immediate visualization of compaction results and identifies weak spots within seconds. Real-time data includes mat temperature, number of passes, and density values (when equipped with Asphalt Manager). This supports quality assurance, inspection documentation, and compliance reporting for publicly funded projects. Additionally, BOMAG offers Emergency Brake Assist on pivot-steer asphalt rollers. This advanced safety feature assists operators in critical situations, reducing jobsite risk and supporting safe fleet operations. Together, these technologies deliver measurable cost savings, improved sustainability outcomes, enhanced documentation, and increased jobsite safety — all priorities for public-sector infrastructure investment. BOMAG's VARIOCONTROL® and Asphalt Manager intelligent compaction system automatically measures soil stiffness in real time and continuously adjusts vibration amplitude and direction to deliver the optimal compaction force for current ground conditions. This eliminates operator guesswork, reduces the number of passes required to achieve target density, and lowers fuel consumption and operating costs. By preventing drum bouncing and over-compaction, VARIOCONTROL also reduces machine wear and extends component life. The system improves compaction uniformity and quality, helping agencies consistently meet engineering and municipal specifications while reducing the risk of weak spots or premature surface failure. Integrated stiffness measurement and operator display provide real-time feedback and support documentation of compaction results, which is especially valuable for public-sector and DOT projects. Overall, VARIOCONTROL increases productivity, improves compaction consistency across operators, reduces lifecycle costs, and ensures reliable, specification-compliant results. The following are YouTube links to find out more about these technologies. BOMAP https://www.youtube.com/watch?v=PsJ2Rv3XYFY BOMAG Economizer https://www.youtube.com/watch?v=0_OEmZEhrDg BOMAG Asphalt Manager https://www.youtube.com/watch?v=n7c4VXMb-cw Emergency Brake Assist https://www.youtube.com/watch?v=6v3GQH8VrYY BOMAG Variocontrol Smart Compaction https://www.youtube.com/watch?v=py6vBiITW6w
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44	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Sustainability strategy for BOMAG is directed at the global level through our parent organization, Fayat Group, where environmental policy, carbon reduction targets, manufacturing efficiency, and ESG governance are managed as part of executive leadership responsibilities. Please refer to the BOMAG Sustainability Report in the upload section. Within BOMAG’s global structure: • Sustainability initiatives are integrated into executive management. • Environmental strategy is embedded into R&D, manufacturing operations, and product engineering. • North American sustainability alignment is driven through corporate directives from Germany and FAYAT Group leadership. BOMAG machine technologies include ECOMODE fuel optimization, ECOSTOP idle reduction, ASPHALT Manager. They are all intelligent compaction technologies which can dramatically lower fuel consumption and emissions. BOMAG has hybrid as well as fully EV asphalt rollers. The BOMAG ECOMODE is an intelligent control system that operates the motor in an optimum range and reduces fuel consumption by up to 30%. (b) ECOSTOP shuts down the engines after a defined period in idle to prevent unnecessary fuel consumption and CO2 emissions. (c) In a similar vein, BOMAG intelligent compaction tools and system (BOMAP; Asphalt Manager) help to save fuel by reducing the number of unnecessary passes — optimizing the efficiency on every jobsite.
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.	BOMAG is a UN Global Impact member (see uploaded document) Construction machinery manufacturer BOMAG has joined the United Nations Global Compact—the world’s largest corporate sustainability initiative. By taking this step, BOMAG pledges to conduct its business responsibly in the areas of human rights, labor standards, environmental protection and anti-corruption, and commits to the transparent implementation of corresponding measures (UN Global Compact). Sustainability as a binding corporate responsibility. “In line with our self-image as a responsible company, joining the UN Global Compact is a consistent step,” says Dr Ingo Ettischer, CEO of the BOMAG Group. “We see sustainability not as an option, but as a binding corporate responsibility— towards our employees, partners, customers and future generations. That’s why the ten principles of the UN Global Compact are actively integrated into our strategies and processes, and we will continue to consistently expand our commitment.” The UN Global Compact calls on companies worldwide to align their operations and strategies with ten universally accepted principles in the areas of human rights, labor standards, environmental protection and anti-corruption, and to act in support of the Sustainable Development Goals (SDGs). Launched in 2000, the UN Global Compact is the world’s largest initiative for corporate sustainability, with over 20,000 participating companies in more than 160 countries and over 60 local networks. BOMAG aims to systematically link innovation, resource conservation and social responsibility—with a particular focus on the Sustainable Development Goals (SDGs)—as a foundation for sustainable mechanical engineering.
46	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?	BOMAG manufactures and distributes world-class equipment engineered to meet the operational, safety, and budgetary needs of governmental agencies. Our machines are designed to deliver consistent performance while reducing total cost of ownership through improved fuel efficiency, intelligent compaction technologies, and reduced rework on publicly funded projects. Government business is a core strategic focus for BOMAG Americas. We have appointed a dedicated Director of Government Sales to provide executive oversight, ensure cooperative contract compliance, and drive engagement with municipal, state, and provincial agencies. We maintain one of the industry’s leading research and development facilities and continually reinvest in innovation across our product portfolio. Our technologies enhance jobsite documentation, improve operator safety, reduce emissions, and support compliance with government project requirements. BOMAG is committed to being easy to do business with. Our cooperative contract structure is transparent and straightforward, supported by internal pricing controls to ensure accuracy and compliance. We strive to do the right thing in every transaction and build long-term partnerships with public-sector customers. Under the Sourcewell contract, BOMAG offers government agencies deep, competitively structured discounts off published list pricing, delivering measurable value while simplifying procurement. We provide year-round operator and maintenance training at our state-of-the-art training center in Ridgeway, South Carolina, along with dealer-supported local training to help agencies extend equipment life and reduce downtime. To protect uptime, BOMAG maintains a 95%+ same-day parts shipment rate to our authorized dealers from our North American warehouse, helping agencies keep critical infrastructure projects on schedule.

47	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	BOMAG places a strong emphasis on operator ergonomics to improve safety, productivity, and long-term workforce sustainability—critical priorities for governmental agencies managing public works fleets. BOMAG rollers and paving equipment are designed with spacious operator platforms that provide excellent visibility to the drum edges, tires, and jobsite surroundings. Clear sightlines enhance precision and reduce the likelihood of rework or jobsite incidents. Key ergonomic features include: • Vibration-isolated operator platforms and seats to reduce fatigue during long operating shifts • Adjustable suspension seating with intuitive control placement • Sliding and rotating seats (on select models) to improve visibility and operator posture • Clearly organized, logically positioned control panels to reduce operator error • Low-effort steering systems and responsive hydraulic controls • Anti-slip steps and handrails for safe machine access and egress BOMAG pivot-steer asphalt rollers offer excellent maneuverability with minimal steering effort, reducing strain on operators working in confined municipal environments. Additionally, Emergency Brake Assist on select models enhances operator safety by assisting with rapid stopping in critical situations. Climate-controlled enclosed cab options are available to improve operator comfort in extreme weather conditions—supporting productivity and retention in public-sector operations. By reducing operator fatigue, improving visibility, and enhancing machine control, BOMAG ergonomic design contributes to safer jobsites, improved productivity, and lower long-term workforce risk for government agencies.
48	Describe any high-visibility features such as lighting packages, camera systems, or mirrors with extended sightlines your equipment offers.	BOMAG equipment is designed with high-visibility features to enhance operator awareness and improve jobsite safety, particularly in municipal and roadway applications. Operator platforms and cab layouts provide clear sightlines to drum edges, tires, cutting paths, and surrounding work areas to reduce blind spots and improve precision. High-output LED lighting packages are standard or available across most models, delivering full front and rear illumination for safe low-light and nighttime operations. BOMAG milling machines feature an industry-leading integrated lighting package that illuminates the entire cutting area and machine perimeter. Audible backup alarms are standard to enhance ground crew awareness. Optional rearview camera systems and strategically positioned mirrors provide extended visibility around the machine footprint. These features support safer operation, reduced risk exposure, and improved productivity for government agencies.
49	Describe any guarding or emergency stop features or alarms your equipment offers such as moving parts guarding, obstacle detection sensors, and auto-shut off options.	BOMAG designs its equipment with multiple integrated safety systems to protect operators, service personnel, and the public. Safety is embedded into machine design to reduce risk, liability exposure, and downtime for governmental agencies. All machines incorporate reinforced guarding around rotating components, belts, drums, and hydraulic systems to prevent accidental contact. Engine compartments and service access points are shielded while allowing safe maintenance access. Clearly marked and easily accessible emergency stop switches are located at operator stations and, where applicable, at ground-level positions. These systems immediately deactivate machine functions when engaged. Many models include operator presence control systems that disable travel or vibration functions if the operator leaves the seat. Automatic idle and engine shut-off features reduce unnecessary runtime and enhance jobsite safety. Select equipment, such as pivot-steer asphalt rollers, offers Emergency Brake Assist to help bring the machine to a controlled stop in critical situations. Standard audible backup alarms, optional camera systems, and high-output LED lighting packages improve visibility and situational

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	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.		☐ Yes ☒ No	BOMAG Americas, Inc. is not currently certified as a Women-Owned Business Enterprise (WBE), Minority-Owned Business Enterprise (MBE), Small Business Enterprise (SBE), or Veteran-Owned Business. However, BOMAG Americas delivers equipment, parts, and service through an extensive network of independently owned and operated authorized dealers throughout the United States and Canada. Many of these dealerships and service partners may maintain their own WMBE, SBE, HUB, or veteran-owned business certifications at the state or local level. Because BOMAG's authorized dealers are independent businesses, certification status varies by dealer and jurisdiction. Where applicable, BOMAG Americas will work with Sourcewell and participating agencies to identify and engage certified dealer partners that meet local or state diversity procurement requirements. Documentation and certification details for specific dealerships or HUB partners can be provided upon request based on the participating entity's geographic location and servicing dealer.	*
51		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Not applicable	*
52		Women Business Enterprise (WBE)	☐ Yes ☒ No	Not applicable	*
53		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	Not applicable	*
54		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Not applicable	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Not applicable	*
56		Small Business Enterprise (SBE)	☐ Yes ☒ No	Not applicable	*
57		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	Not applicable	*
58		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	Not applicable	*

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 *	
59	Describe your payment terms and accepted payment methods.	BOMAG Americans standard payment terms are NET 30 days. These payment terms are made to our authorized heavy equipment dealers as they provide all local billing, sales and service.	*

60	Describe any leasing or financing options available for use by educational or governmental entities.	BOMAG Americas offers municipal lease program options through our established third-party finance partners. These programs are structured specifically to meet the budgetary and procurement needs of governmental agencies. Lease options are arranged on a request basis and coordinated through the authorized local BOMAG heavy equipment dealer. The dealer works directly with the respective government agency and the selected finance partner to structure terms that align with municipal funding cycles and approval requirements. Our current finance partners include Wells Fargo, First Citizens Bank, DLL, Komatsu Finance, and NCL Capital. These partnerships provide flexible financing solutions designed to simplify acquisition, preserve capital budgets, and support responsible fleet management for public-sector customers. Please refer to example in uploaded documents	*
61	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.	Government agencies place equipment orders directly with their authorized local BOMAG dealer. The dealer then submits the order to BOMAG Americas to fulfill the requirement. All government agency transactions are processed through our authorized dealer network to ensure proper contract pricing, local support, and consistent service delivery. Dealers are directly involved throughout the entire process—from quotation and order placement to delivery, training, and ongoing service support. To ensure pricing accuracy and consistency, BOMAG has developed a dedicated Sourcewell quoting tool. This internal system standardizes contract pricing and clearly displays the published list price, the applicable Sourcewell discount, the resulting net price, and the associated Sourcewell contract number. This structure promotes transparency, simplifies review, and reinforces compliance for participating government agencies. A current BOMAG dealer listing is included electronically with this proposal. BOMAG will notify Sourcewell annually of any changes to dealer territories or areas of responsibility to ensure transparency and accurate contract administration.	*
62	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?	All payment transactions are processed through the authorized local BOMAG dealer and are subject to the dealer's standard payment policies and procedures.	*
63	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.	All asphalt distributors, light equipment, light tandem rollers, heavy tandem rollers, pneumatic tire rollers, pavers, single drum rollers, mills, and soil stabilizers offered will receive the same aggressive discount of 32% off BOMAG Americas' current published list price to arrive at the Sourcewell discounted price. Example: Sourcewell Agency Selling Price (Using \$100,000 list as an example purpose only) Total List (\$100,000) minus (-) 32% (\$32,000)= Sourcewell price of \$68,000. This discount applies equally to the base machine, factory-installed options, and field installation kits ordered with the machine at the time of purchase. Unlike tiered or variable discount structures that require interpretation, BOMAG's pricing model is straightforward and consistent across the entire product portfolio. There are no complex matrices, fluctuating percentage tiers, or product-by-product variances. This approach simplifies procurement review, ensures equitable pricing treatment for all participating entities, and reduces the administrative burden on agency purchasing staff. By offering a deep, across-the-board discount, BOMAG reinforces its commitment to cooperative purchasing and delivers measurable value to government agencies while maintaining transparency and compliance with contract requirements.	*
64	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.	BOMAG products offered will receive aggressive discount of 32% off BOMAG Americas' current published list price to arrive at the Sourcewell discounted price. Example: Sourcewell Agency Selling Price (Using \$100,000 list as an example purpose only) Total List (\$100,000) minus (-) 32% (\$32,000)= Sourcewell price of \$68,000.	*

65	Describe any quantity or volume discounts or rebate programs that you offer.	Traditionally, most purchases under the Sourcewell contract consist of single-machine orders. However, BOMAG recognizes that agencies may implement multi-unit fleet replacement programs or capital equipment upgrades. The following volume discounts are additive to the standard 32% Sourcewell contract discount and apply when multiple units are purchased in a single order: a) Rollers (Single Drum, Light Tandem, Heavy Tandem, Pneumatic Tire Rollers): • 3–5 units: additional +2% • More than 5 units: additional +3% b) Milling & Paving Equipment: • 2–3 units: additional +2% • More than 3 units: additional +3% c) Landfill Compactors: • 2 units: additional +2% • More than 2 units: additional +3% d) Recycler/Stabilizers: • 2 or more units: additional +2% These additional discounts are applied on top of the contract discount, providing even greater value for agencies pursuing fleet standardization or larger infrastructure initiatives. This structure reinforces BOMAG's commitment to delivering measurable cost savings while maintaining a simple and transparent pricing model.	*
66	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.	For BOMAG Americas, products offered under the Sourcewell contract consist of BOMAG-manufactured machines and factory-approved options eligible for the contract discount. If a requested option or kit is not manufactured or supplied directly by BOMAG, the authorized local dealer may include these items as Open Market options. Open Market items are clearly identified and separated from Sourcewell contract-discounted products to ensure pricing transparency. BOMAG personnel review Open Market pricing with the local dealer to promote consistency and prevent excessive margin stacking. Dealers apply a structured cost-plus pricing methodology to locally sourced Open Market items, ensuring reasonable and competitive pricing for the government agency. This approach maintains the integrity of the Sourcewell contract discount while allowing agencies to obtain complete equipment solutions in a transparent and compliant manner.	*
67	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.	Additional costs not included in the machine pricing: 1) Factory freight 2) Local delivery freight from dealer to agency/jobsite 3) Assembly costs (if necessary) and Pre-delivery inspection varies by product size. 4) Cost of open market options 5) Document and/or finance fees 6) Extended warranty 7) Dealerships local shop and labor rates The local dealer will communicate the costs (1) thru (6) to the Sourcewell customer. BOMAG is auditing that the costs are in line with BOMAG guidelines.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	BOMAG Americas charges authorized dealers freight from our factory in Ridgeway, South Carolina, to the dealer's designated delivery location under a structured flat-rate freight program. This program is organized by freight zones and product lines to ensure consistency and predictability in transportation costs. The BOMAG flat-rate freight structure is designed to provide competitive and efficient shipping rates to our dealer network. Approximately 95% of our U.S. dealers participate in this freight program, reflecting its effectiveness and cost efficiency.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For sales to Hawaii, Alaska, or U.S. territories, the authorized local dealer manages freight from the U.S. mainland to the final destination. BOMAG's standard flat-rate freight program applies from our Ridgeway, South Carolina facility to the dealer's designated mainland port of shipment. From that port forward, the local dealer coordinates ocean or extended transport logistics to the final delivery location. This structure ensures clarity in freight responsibility while maintaining transparency and cost control for participating government agencies.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For products manufactured in Germany, BOMAG Americas may choose to ship directly to Canadian port closest to the Sourcewell (Canoe) agency to lower freight cost.	*

71	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.	BOMAG Americas employs a structured internal self-audit process to ensure full compliance with the Sourcewell agreement and to verify that participating entities receive proper contract pricing. All Sourcewell quotations are generated using a dedicated BOMAG Sourcewell quoting tool that clearly displays the published list price, the 32% contract discount, any applicable additive volume discount, the final net price, and the Sourcewell contract number. This standardization reduces calculation errors and ensures pricing consistency. Each cooperative quote is reviewed and approved by the assigned Territory Manager prior to submission to confirm correct discount application. Sourcewell contract pricing is preloaded into BOMAG's internal systems to prevent unauthorized deviations. All Sourcewell transactions are flagged for tracking, quarterly reporting, and administrative fee verification. The Director of Government Sales conducts periodic reviews of cooperative sales activity to ensure ongoing compliance and address any discrepancies. This layered approach—system controls, managerial review, executive oversight, and structured reporting—ensures transparency, accuracy, and protection of contract pricing for all participating entities.	*
72	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.	If awarded an agreement, BOMAG Americas will track structured internal performance metrics to measure contract success, growth, and compliance. Key metrics will include: • Total Sourcewell sales volume (quarterly and year-over-year growth) • Number of participating government entities utilizing the contract • Quote-to-order conversion rates • Average response time for cooperative quotations • Dealer engagement levels (active dealers quoting under the contract) • Volume discount utilization for multi-unit purchases • Administrative fee accuracy and reporting timeliness The Director of Government Sales will review cooperative pipeline development, marketing-generated leads, and participation in Sourcewell training and networking events to ensure continued momentum. In addition, BOMAG Americas would request an annual business review meeting with the assigned Sourcewell representative to align on sales performance, volume targets, strategic initiatives, and growth objectives for the upcoming year. This structured review process ensures accountability, transparency, and continuous improvement throughout the term of the agreement.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed 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.	BOMAG Americas will pay an administrative fee of 2% of the Sourcewell discounted selling price for all products invoiced using the contract. The Fee is in consideration for the support and services provided by Sourcewell. The proposed 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.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered in this proposal is structured to provide Sourcewell participating entities with highly competitive, cooperative contract pricing that reflects BOMAG Americas' most favorable governmental and national account discounts. Pricing is based on published list prices with fixed percentage discounts by product category, ensuring transparent and consistent pricing nationwide. This structure allows participating agencies to receive pre-negotiated, volume-leveraged pricing without the need for additional bidding. All pricing is supported through BOMAG Americas' authorized dealer network, which is contractually obligated to honor Sourcewell pricing and provide full sales, delivery, parts, and service support. Additional value is provided through standardized freight policies, nationwide parts availability, factory-trained technicians, and lifecycle product support. Volume-based incentives and periodic pricing reviews ensure continued competitiveness and alignment with market conditions throughout the term of the agreement.

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

Line Item	Question	Response *																																																												
75	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	The scope of the RFP is Asphalt pavers, screeds, distributors, loaders, steel-wheeled and pneumatic tire rollers, widners, tack distributors, cold planers, compactors, concrete mixers, and gunite or shotcrete delivery equipment OR related equipment and accessories and service solutions. BOMAG Americas can supply every type of machine in the scope of the RFP accept concrete and gunite delivery equipment . The following table provides a technical summary of the roadway paving equipment solutions offered under this proposal. All equipment is new, current model unless otherwise specified. <table><tr><th>Category</th><th>Subcategory</th><th>Operating Weight / Size Range</th><th>Number of Models</th></tr><tr><td>Asphalt Compaction</td><td>Light Tandem Rollers</td><td>1.0 – 4.9 tons</td><td>15 models</td></tr><tr><td>Asphalt Compaction</td><td>Heavy Tandem Rollers</td><td>5.0 – 14+ tons</td><td>12 models</td></tr><tr><td>Asphalt Compaction</td><td>Combination Rollers</td><td>4.5 – 10 tons</td><td>6 models</td></tr><tr><td>Asphalt Compaction</td><td>Pneumatic Tire Rollers</td><td>8 – 28 tons</td><td>5 models</td></tr><tr><td>Soil Compaction</td><td>Single Drum Rollers</td><td>7 – 26 tons</td><td>20+ models</td></tr><tr><td>Asphalt Pavers</td><td>Tracked Pavers</td><td>18,000 – 45,000</td><td>8 models</td></tr><tr><td>Asphalt Pavers</td><td>Wheeled Pavers</td><td>Medium class</td><td>4 models</td></tr><tr><td>Cold Planers</td><td>Compact Planers</td><td>12" – 40" milling width</td><td>5 models</td></tr><tr><td>Cold Planers</td><td>Large Frame Planers</td><td>48" – 87"+ width</td><td>6 models</td></tr><tr><td>Support Equipment</td><td>Tack Distributors</td><td>Truck or trailer mounted</td><td>Multiple</td></tr><tr><td>Support Equipment</td><td>Road Wideners / Feeders</td><td>Adjustable width</td><td>Multiple</td></tr><tr><td>Digital Technologies</td><td>Intelligent Compaction Systems</td><td>Integrated</td><td>Across models</td></tr><tr><td>Digital Technologies</td><td>Telematics</td><td>Factory-installed</td><td>All ride-on models</td></tr><tr><td>Sustainability Solutions</td><td>Hybrid & Electric Rollers</td><td>Select models</td><td>—</td></tr></table> • 70+ total roller models • 12+ asphalt paver configurations • 10+ cold planer models	Category	Subcategory	Operating Weight / Size Range	Number of Models	Asphalt Compaction	Light Tandem Rollers	1.0 – 4.9 tons	15 models	Asphalt Compaction	Heavy Tandem Rollers	5.0 – 14+ tons	12 models	Asphalt Compaction	Combination Rollers	4.5 – 10 tons	6 models	Asphalt Compaction	Pneumatic Tire Rollers	8 – 28 tons	5 models	Soil Compaction	Single Drum Rollers	7 – 26 tons	20+ models	Asphalt Pavers	Tracked Pavers	18,000 – 45,000	8 models	Asphalt Pavers	Wheeled Pavers	Medium class	4 models	Cold Planers	Compact Planers	12" – 40" milling width	5 models	Cold Planers	Large Frame Planers	48" – 87"+ width	6 models	Support Equipment	Tack Distributors	Truck or trailer mounted	Multiple	Support Equipment	Road Wideners / Feeders	Adjustable width	Multiple	Digital Technologies	Intelligent Compaction Systems	Integrated	Across models	Digital Technologies	Telematics	Factory-installed	All ride-on models	Sustainability Solutions	Hybrid & Electric Rollers	Select models	—
Category	Subcategory	Operating Weight / Size Range	Number of Models																																																											
Asphalt Compaction	Light Tandem Rollers	1.0 – 4.9 tons	15 models																																																											
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Asphalt Pavers	Tracked Pavers	18,000 – 45,000	8 models																																																											
Asphalt Pavers	Wheeled Pavers	Medium class	4 models																																																											
Cold Planers	Compact Planers	12" – 40" milling width	5 models																																																											
Cold Planers	Large Frame Planers	48" – 87"+ width	6 models																																																											
Support Equipment	Tack Distributors	Truck or trailer mounted	Multiple																																																											
Support Equipment	Road Wideners / Feeders	Adjustable width	Multiple																																																											
Digital Technologies	Intelligent Compaction Systems	Integrated	Across models																																																											
Digital Technologies	Telematics	Factory-installed	All ride-on models																																																											
Sustainability Solutions	Hybrid & Electric Rollers	Select models	—																																																											
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Light tandem rollers, heavy tandem rollers, combination rollers, pneumatic tire rollers, oscillatory rollers, articulated asphalt rollers, rigid frame rollers, single drum rollers, smooth drum rollers, padfoot rollers, sheepsfoot rollers, soil compactors, vibratory compactors, tracked asphalt pavers, wheeled asphalt pavers, highway class pavers, commercial class pavers, asphalt screeds, tamper bar screeds, vibratory screeds, hydraulic extendable screeds, cold planers, compact cold planers, large frame milling machines, half-lane millers, full-lane millers, micro milling machines, asphalt milling equipment, tack distributors, asphalt distributors, road wideners, material feeders, intelligent compaction systems, compaction measurement systems, asphalt density control systems, real-time compaction monitoring, telematics systems, fleet management systems, machine diagnostics systems, grade control compatible equipment, slope control compatible equipment, Tier 4 Final equipment, low-emission equipment, hybrid rollers, electric rollers, fuel-efficient compaction equipment, idle reduction technology, municipal road paving equipment, highway construction equipment, airport runway paving equipment, bridge deck compaction equipment, parking lot paving equipment, utility trench milling equipment, road rehabilitation equipment, pavement preservation equipment.																																																												

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
77	Asphalt pavers	☒ Yes ☐ No	Asphalt Pavers Tracked Pavers 18,000 – 45,000 8 models Asphalt Pavers Wheeled Pavers Medium class 4 models
78	Screeds	☒ Yes ☐ No	8 foot or 10 foot extendable screeds in both front or rear extensions.
79	Distributors	☐ Yes ☒ No	None
80	Loaders	☐ Yes ☒ No	None

81	Steel-wheeled and pneumatic tire rollers	☒ Yes ☐ No	Asphalt Compaction Light Tandem Rollers 1.0 – 4.9 tons 15 models Asphalt Compaction Heavy Tandem Rollers 5.0 – 14+ tons 12 models Asphalt Compaction Combination Rollers 4.5 – 10 tons 6 models Asphalt Compaction Pneumatic Tire Rollers 8 – 28 tons 5 models Soil Compaction Single Drum Rollers 7 – 26 tons 20+ models	
82	Wideners	☐ Yes ☒ No	None	
83	Tack distributors	☒ Yes ☐ No	1,000 and 2,000 gal.	
84	Cold planers	☒ Yes ☐ No	Cold Planers Compact Planers 12" – 40" milling width 5 models Cold Planers Large Frame Planers 48" – 87"+ width 6 models	
85	Compactors	☒ Yes ☐ No	Soil Compaction Single Drum Rollers 7 – 26 tons 20+ models	*
86	Concrete mixers, and gunite or shotcrete delivery equipment	☐ Yes ☒ No	None	
87	Describe in detail any complementary and additional services included in your proposal for services such as paving as a service, contracted work, or other services related to the paving equipment offered. Provide details related to third-parties involved and how the services are provided to agencies.	☒ Yes ☐ No	BOMAG Americas provides a comprehensive suite of complementary services through its factory organization and authorized dealer network to ensure Sourcewell participating agencies receive full lifecycle support for paving equipment. While BOMAG Americas does not directly perform contracted paving work or "paving-as-a-service," our equipment and support infrastructure enable agencies and their contractors to operate efficiently and maintain maximum uptime. Services are delivered through BOMAG factory personnel, factory-trained independent dealers, and approved third-party providers when applicable. Equipment Delivery, Setup, and Commissioning: Authorized BOMAG dealers coordinate transportation, pre-delivery inspection (PDI), assembly, fluid installation, and operational testing prior to delivery. Dealers provide on-site commissioning to verify proper machine operation and ensure the equipment is ready for immediate service. Operator and Technician Training: BOMAG provides operator familiarization and maintenance training at the time of delivery or at the agency's facility. Training may be delivered by BOMAG factory trainers or certified dealer instructors. Parts Distribution and Logistics: BOMAG Americas maintains a centralized parts distribution center in Ridgeway, South Carolina, supported by regional dealer inventories. This ensures rapid availability of critical service parts. Expedited shipping and emergency parts support are available to minimize downtime. Telematics and Fleet Management Support:	

		BOMAG equipment can be equipped with BOMAG TELEMATIC systems, enabling agencies to monitor machine location, operating hours, utilization, maintenance intervals, and diagnostic alerts. Dealers and BOMAG factory personnel assist agencies with telematics setup and ongoing support. Warranty Administration and Extended Coverage: BOMAG Americas administers all factory warranties and coordinates warranty repairs through authorized dealers. Extended warranty programs and service agreements are available to provide predictable lifecycle maintenance costs. Third-Party and Dealer-Provided Services: All field services are delivered by authorized BOMAG dealers, which are independent businesses contractually authorized and factory-trained by BOMAG Americas. Dealers may utilize qualified third-party transportation providers, component rebuild specialists, or installation contractors when required. BOMAG Americas maintains oversight through dealer standards, technical support, and warranty authorization to ensure consistent service quality. Application Support and Technical Consulting: BOMAG territory managers, application specialists, and dealer representatives assist agencies in selecting the proper equipment configuration, optimizing compaction performance, and improving operational efficiency.
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Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 88. NOTICE: To identify any exception, or to request any modification, to Sourcwell 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 Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ 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 Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - Sourcewell Pricing 2026 RFP.pdf - Wednesday February 25, 2026 07:09:34
- [Financial Strength and Stability](#) - Activity_Report_2025.pdf - Wednesday February 25, 2026 06:49:25
- [Marketing Plan/Samples](#) - BOMAG Marketing Plan.pdf - Wednesday February 25, 2026 09:37:24
- [WMBE/MBE/SBE or Related Certificates](#) - Commitment to Sustainability.pdf - Wednesday February 25, 2026 07:11:49
- [Standard Transaction Document Samples](#) - BOMAG Sourcewell Contract quote BW 161 AD.pdf - Wednesday February 25, 2026 09:39:44
- Requested Exceptions (optional)
- [Upload Additional Document](#) - BOMAG line card.pdf - Wednesday February 25, 2026 09:41:47

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. - Tim Albright, Director of Government Sales, BOMAG America, 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_3_Roadway_Paving_Equipment_RFP_022626 Tue February 3 2026 08:17 AM	☒	1
Addendum_2_Roadway_Paving_Equipment_RFP_022626 Tue January 13 2026 12:46 PM	☒	1
Addendum_1_Roadway_Paving_Equipment_RFP_022626 Fri January 9 2026 10:59 AM	☒	2