



MASTER AGREEMENT #022626
CATEGORY: Roadway Paving Equipment
SUPPLIER: Weiler Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Weiler Inc., 815 Weiler Drive, Knoxville, IA 50138 (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 Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article 2:
Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

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

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

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

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

c) **Use; Quality Control.**

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

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, 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.

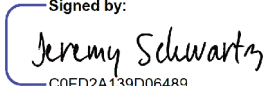
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating 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.

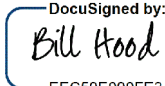
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the 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

Weiler Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 4/20/2026 | 7:39 PM PDT

DocuSigned by:

 EEC59E090FE3416...
 By: _____
 Bill Hood
 Title: VP
 Date: 4/20/2026 | 2:11 PM PDT

RFP 022626 - Roadway Paving Equipment

Vendor Details

Company Name: Weiler Inc.
Does your company conduct business under any other name? If yes, please state: IA
Address: 815 Weiler Drive
Knoxville, IA 50138
Contact: Andy Adamcik
Email: aadamcik@weilerproducts.com
Phone: 641-828-2334
Fax: 641-218-0776
HST#: 42-1499763

Submission Details

Created On: Wednesday February 04, 2026 07:56:44
Submitted On: Tuesday February 24, 2026 16:53:52
Submitted By: Andy Adamcik
Email: aadamcik@weilerproducts.com
Transaction #: c35cd9b0-287a-4108-82fc-4468a10db311
Submitter's IP Address: 147.243.222.231

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.	Weiler Inc.
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).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A
5	Provide your NAICS code applicable to Solutions proposed.	333120
6	Proposer Physical Address:	815 Weiler Drive Knoxville, IA 50138
7	Proposer website address (or addresses):	www.weilerproducts.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Bill Hood VP 815 Weiler Drive Knoxville, IA 50138 bhood@weilerproducts.com (641) 828-5243
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Andy Adamcik Marketing Manager 815 Weiler Drive Knoxville, IA 50138 aadamcik@weilerproducts.com (641) 828-2334
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

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

Line Item	Question	Response *
-----------	----------	------------

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Weiler is an engineering based manufacturer of equipment for the asphalt paving market. The company was founded in 2000 by Pat Weiler. Weiler was an executive with Vermeer prior to starting a contract manufacturing company. The company began by building machines on a contract basis with the intent to have it's own product line.</p> <p>The company purchased the intellectual property of the BG730 road widener and BG650 windrow elevator from Caterpillar in 2005, updated the product and sold and serviced the product through the Caterpillar dealer network. With the input of dealers and end users, the company has introduced more than 40 products to the asphalt paving market since 2005. Weiler continued its relationship with Caterpillar by signing every North America Cat dealers as Weiler dealers. The company has grown from its original 40,000 square foot facility to more than 500,000 square feet and 850 employees. Weiler is vertically integrated and strives to control as much of the manufacturing process as possible with in-house state-of-the-art machining centers, welding, wet and powder coating and assembly operations.</p> <p>As an engineering based manufacturer, products are the focus. Product development comes from listening to the contractor and designing products that meet their needs. We support the product through the Cat dealer network of paving specialists and service technicians along with Weiler product and service support specialists.</p> <p>Weiler has been manufacturing roadway paving equipment since 2005.</p>
12	What are your company's expectations in the event of an award?	<p>Weiler's expectations in the event of an award would begin with continued growth in sales of our products to governmental agencies through our Sourcewell contract.</p> <p>This contract will continue to be our go-to-market strategy in the governmental market, and we will position this solution as the top priority for the governmental business of our sales network. Cat equipment is offered on various Sourcewell contracts, therefore, our sales network is familiar with Sourcewell and selling through contracts. Many of the agencies that would have interest in our products are currently purchasing Cat equipment through Sourcewell and have a strong relationship with the sales, service and support team from their local Cat dealer. This is the same group that will be selling, servicing and supporting Weiler products.</p> <p>As a testament to our commitment to contract success in the event of another award, we will continue to engage the proven support and abilities of GST - Government Solutions Team of Lebanon, TN to utilize the Sourcewell contract to its fullest potential. The GST team currently works with Cat dealers and will continue to be a great asset to integrate Weiler products into the Cat dealer governmental sales strategies.</p>
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Weiler is a privately held company and does not release financial statements. The company is financially strong with continued growth for the past 15 years. The business started in a 40,000 square foot facility in 2000. Eight major expansions to the facility have taken place since 2008 to the current 500,000 square feet of manufacturing and office space. Employment has grown exponentially as well to more than 850 employees. Sales have grown annually, including during the challenging 2020 fiscal year. Throughout this growth, the company continues to operate debt free.</p> <p>For a financial reference, please contact Steve Powell at (515) 245-8216 or stephen.powell@wellsfargo.com.</p>
14	What is your US market share for the Solutions that you are proposing?	<p>By subcategory of equipment:</p> <ul style="list-style-type: none"> Commercial Pavers - 45% Road Wideners - 80% Windrow Elevators - 90% Material Transfer Vehicles - 75% Static, Split Drum Compactors - 80% Tack Distributors - 30% Soil Stabilizer - 50% Force Feed Loader - 40%
15	What is your Canadian market share for the Solutions that you are proposing?	<p>By subcategory of equipment:</p> <ul style="list-style-type: none"> Commercial Pavers - 40% Road Wideners - 75% Windrow Elevators - 90% Material Transfer Vehicles - 75% Tack Distributors - 25%
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 Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Weiler is best described as a manufacturer.</p> <p>Weiler has a very close working relationship with Caterpillar, although no formal partnership connection. All Weiler products are sold and serviced exclusively at Caterpillar dealers across North America. All Cat dealers in North America are also Weiler dealers, which provides the ability for every Cat dealer sales representative to sell Weiler equipment. Weiler employs 7 territory sales managers in addition to a sales manager. Weiler territory managers work directly with, and support the Cat dealer sales reps and governmental customers through and after the sales process of Weiler machines.</p> <p>Weiler employs 3 product specialists who work with customers for operational training, machine startup support and post sale operation and maintenance support. Weiler employs 6 service support specialists and a service support manager. Weiler service support works directly with Cat dealer service managers and technicians for service related items. In addition, Weiler hosts annual service training at the factory for Cat technicians. To date, more than 800 Cat technicians have been to Weiler service training.</p> <p>Weiler territory managers, product specialists and service specialists are Weiler employees. Dealer sales reps and service technicians are employees of Cat dealers.</p>
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>N/A. Licenses and certifications are not required.</p>
19	<p>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.</p>	<p>NA – No suspension or disbarment information has been applied to Weiler.</p>
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Weiler equipment has been widely recognized by industry publications as product leaders in the asphalt paving field. Weiler and our products have been recognized with the following awards:</p> <ul style="list-style-type: none"> Asphalt Contractor Top 30 Product (E1650A) 2021. Equipment Today Top 50 Product (P395) 2021. Asphalt Contractor Top 30 Product (E2850C) 2022. Asphalt Contractor Top 30 Product (P285) 2022. Asphalt Contractor Top 30 Product (P385C) 2023. Equipment Today Top 50 Product (P385C) 2023. AEM Advocacy Winner 2022, 2023, 2024.
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>8% of our sales are to governmental agencies.</p> <p>The paving process is quite often outsourced by government agencies, thus our equipment is more typically sold to private contractors. But as we stated in our answers to questions 12 and 13, we are the market share leader in the paving equipment industry. Municipal agencies who perform their own paving prefer Weiler equipment.</p>
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>0%. Our product is not applicable to the education sector.</p>
23	<p>List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>Our current Sourcwell contract, and continuing with our future contract if awarded through this RFP, is our go-to-market strategy in the governmental market.</p> <p>As the manufacturer, Weiler does not hold any other cooperative contracts besides Sourcwell.</p>
24	<p>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?</p>	<p>N/A. Weiler currently does not hold any GSA contracts.</p>

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Baldwin County Commission	DJ White	(251) 348-0135	*
City of Fort Smith, AR	Matt Meeker, P.E.	(479) 784-2360	*
City of Winston Salem, NC	Darren Redfield	(336) 727-2983	*

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

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

Line Item	Question	Response *	
26	Sales force.	<p>Weiler dealer network is exclusively the Caterpillar dealer network. The vast number of sales reps in our Cat/Weiler dealerships are the "feet on the street" in our US and Canadian sales force at Weiler. A large number of Weiler dealers have dedicated governmental sales managers and reps that focus exclusively on supporting the governmental market.</p> <p>Weiler also employs 7 territory sales manager, in addition to a sales manager. Territory sales managers work directly with our dealer sales reps across the US and Canada to determine the appropriate machine to fit the needs of the agency purchasing, pricing and machine specs.</p> <p>Weiler reps will work with dealer reps to ensure machine is ordered with proper options and establish delivery date to meet the needs of the purchasing agency.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Weiler products are sold exclusively through Caterpillar dealers in North America. Every Cat dealer in North America is also a Weiler dealer. Weiler has contracts with each dealer outlining the dealer's primary responsibility for developing and promoting Weiler sales, rentals, parts and servicing of Weiler products within the service territory established by Caterpillar.</p> <p>The Cat dealer network has coverage of every county in the U.S. and province in Canada.</p>	*
28	Service force.	<p>Weiler products are supported and serviced through our dealers' (common with Caterpillar) expert service departments, which are second to none. To further support our customers, Weiler employs 6 service support specialists, in addition to a service manager. Service support specialists work directly with our (and Cat) dealer service teams to quickly diagnose and repair Weiler machines.</p> <p>Weiler conducts annual service training for our (and Cat) dealer technicians with more than 500 Cat dealer technicians having attended in the last five years.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our smooth ordering process will take place at the local level, done with and through our experienced dealers. When a Sourcewell member decides to purchase a Weiler product through our Sourcewell contract:</p> <ol style="list-style-type: none"> 1. The Sourcewell member will include their contract number and Sourcewell member number on the Purchase order they issue to our (the Cat) dealer. 2. Our (and Cat) dealer will issue a PO to Weiler to order machine, if not in inventory at dealer. 3. Our (and Cat) dealer will issue an invoice, accept payment and deliver the machine to the member agency. 4. After the machine has been delivered, the dealer will include the member number when filing their sales claim with Weiler. 5. Weiler will create the quarterly report and send sales information to Sourcewell along with the corresponding administrative fees. <p>Important to note: if additional terms or conditions are requested by a customer, such agreement should be executed with the local dealer.</p>	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our front-line customer service team with whom the Sourcewell members will interact is the sales and service teams within our (and CAT's) dealer network.</p> <p>Weiler strategically placed territory managers, product specialists and service specialists work very closely with dealer sales, parts and service personnel to ensure prompt response and resolution to customer service issues. With our relationship with Caterpillar, all Weiler equipment uses Cat engines providing familiarity for field technicians as well as common parts for best-in-class parts availability.</p> <p>Weiler service specialists are available 24 hours a day, 7 days a week for dealer support. Weiler service specialists and design engineers will travel to the customer when needed to address a service and/or machine performance concern.</p> <p>Weiler provides suggested stocking lists for dealers for all Weiler equipment. Weiler has parts readily available to ship in the event the dealer does not have in stock. Parts orders have priority over production parts in the factory, meaning all parts orders will be processed through the factory before production parts, if the part is not in stock. 95% of parts are available to customers within 24 hours.</p> <p>Weiler provides a customer portal that agencies can register to access. The portal provides online operation and maintenance manuals, interactive parts catalog, machine maintenance schedules and training guides.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Weiler is able and willing to provide our products and services to Sourcewell members throughout the United States. Our current and pending Sourcewell contract is Weiler's go-to-market strategy in the governmental market. Weiler has sold and serviced equipment in all 50 states. The Weiler dealer network has strategic, geographical coverage for every county in the U.S.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Weiler is able and willing to provide our products and services to Sourcewell members throughout Canada. Our current and pending Canoe contract is Weiler's go-to-market strategy in the Canadian governmental market. Weiler has sold and serviced equipment in 8 provinces. The Weiler (and CAT) dealer network has strategic, geographical coverage for every province in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There is NO geographical area of the United States or Canada which Weiler does not serve.	*
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.	Weiler is capable of servicing all Sourcewell participating entity sectors. We are not limited by any existing contracts.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Weiler has NO unique requirements for members in Hawaii, Alaska or the US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Weiler will serve all Sourcewell member entity sectors.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>If awarded a new Sourcewell contract, this will continue to be our go-to-market strategy for the governmental market. Weiler is very committed to cooperate with Sourcewell to further train our sales management team and our dealer sales representatives to ensure maximum awareness and embracement of our Sourcewell contract. To show our commitment to our Sourcewell contract, we have engaged to deploy the proven ability of GST - Government Solutions Team of Lebanon, TN to build maximum embracement throughout our dealer network. GST will be available in-territory to assist our dealers to increase awareness and comfort for members' in the Sourcewell process.</p> <p>In addition, GST leads government customer engagements like luncheons, customer calls and virtual trainings of government customers. GST also provides access to a governmental prospecting web application that makes prospecting and contacting governmental agencies simple for the sales reps to promote the Sourcewell contract in the field.</p> <p>If awarded a new Sourcewell contract, Weiler will announce on our social media channels and to our dealer network.</p> <p>Weiler promotes the Sourcewell contract at all trade shows we attend, including CONEXPO, World of Asphalt, PAVE/X and a number of state asphalt paving association conventions.</p> <p>Weiler Govt Purchasing Brochure. We will update our Governmental Purchasing Guide literature to include the new contract information. This guide is available on our public (weilerproducts.com) and dealer (weilerdealer.com) website.</p> <p>We will update our Government Solutions website page (weilerproducts.com/support/government-solutions) with the new contract number and link to Sourcewell website.</p> <p>At every opportunity Weiler territory managers have to present at dealer sales meetings, we provide a slide with information about our Sourcewell contract. We will continue to promote the contract at internal and external sales meetings.</p> <p>Weiler participates in the annual Cat dealer GIDEX event as a sponsor and presenter, and will continue to do so and promote our Sourcewell contract, if awarded.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our dealer focused Pavcasts, video podcasts, are sent directly to our dealer sales force via email and accessible on our dealer website. These Pavcasts cover a variety of topics related to Weiler sales initiatives and will include one dedicated to the new Sourcewell contract, if awarded.</p> <p>We are active on social media platforms, Facebook, Twitter, Instagram and LinkedIn, promoting our brand, products and customer success stories.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry.</p> <p>Weiler will promote the Sourcewell contract during all sales meetings with governmental agencies. Our territory managers remind dealer sales reps that Weiler has a Sourcewell contract anytime we learn of an opportunity to sell to a governmental entity and ask the question if they have presented the Sourcewell contract as a purchase option.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>With limited application. Our products are very technical in nature and require significant interaction with our product experts to ensure the machine is configured to meet the needs of the agency.</p> <p>Our dealers will work with their local agencies to become registered vendors in their e-procurement system.</p>

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.	<p>Weiler provides operation and maintenance training at the startup of each machine. A Weiler factory representative will coordinate with the servicing dealer as to when the machine will startup and be onsite throughout the first day of operation.</p> <p>In addition to Weiler factory reps, our (Cat) dealers have a Paving Specialist(s) who is also available to the member for training and follow up support.</p> <p>Many dealers, in conjunction with Weiler, offer off-season training classes for operation and maintenance. Dealers will communicate with members if and when those trainings are available.</p> <p>Jobsite starting training with Weiler factory representation is provided at no charge.</p>	*
42	Describe in detail your warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response.	<p>All Weiler equipment includes a standard 12 month limited machine warranty and 24 month Cat engine warranty. Warranty coverage includes parts and labor. Details included in attached warranty document.</p> <p>Dealers will register the machine to start the warranty at the time of sale.</p> <p>Sourcewell members will engage their servicing dealer to perform any work/repairs during the warranty coverage and dealer will submit to Weiler for reimbursement. Members will not be responsible for payment of covered repairs.</p> <p>Weiler offers a wide variety of extended warranty options, for all products, with different coverage items (powertrain, hydraulics, electronics) and terms (up to 60 months and 5000 hours). All extended warranties include Cat engine Platinum Plus coverage for the same term length.</p>	
43	Describe any technological advances that your proposed Solutions offer.	<p>Weiler holds ten patents, with additional patents pending, for features on our products. Weiler innovations have become the standard throughout the industry. Weiler engineers are continually advancing the products to provide extended wear life and lower operating costs for the customer. We feel we are the value leader in the industry with lowest cost of ownership and highest resale values.</p>	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Our machines use the latest Cat engines with lowest fuel consumption in the paving industry. Asphalt is a recyclable product. Much of the new asphalt produced today consists of up to 50% recycled materials, including old asphalt and recycled roof shingles.</p>	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A.	*
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?	<p>Weiler products are industry leading and have changed the standard for commercial size paver and material transfer vehicle customers. Competitors have introduced new products in an attempt to offer similar features and benefits found in our products.</p> <p>Weiler's relationship with Caterpillar provides us with the most extensive dealer network in the paving industry. Our dealers hold the largest parts inventory and largest number of service technicians available in the industry.</p> <p>Weiler equipment is designed to provide the lowest cost of ownership, utilizing Weiler designed software to provide the optimal amount of wear component speed and power to maximize production while reducing wear. Weiler equipment traditionally provides a higher re-sell value than competitive models.</p>	*
47	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	<p>Operator comfort is top of mind for all Weiler product designs. Ergonomic features include single control panels within easy reach of the operator, steering wheels in place of joysticks and improved sight lines for increased visibility.</p>	
48	Describe any high-visibility features such as lighting packages, camera systems, or mirrors with extended sightlines your equipment offers.	<p>All self-propelled Weiler equipment has available lighting packages, including road lights and additional LED work lights, on select equipment. Larger machines feature mirrors and available camera systems providing views to all sides of the machine.</p>	
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.	<p>All Weiler equipment features multiple emergency stop buttons easily accessible for operators and ground crews. Our larger material transfer vehicles offer rear objection detection systems with audible and visual warnings to the operator and ground personnel.</p>	

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.		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	Our dealers are independently owned and accept payment from members and their terms and accepted methods may vary. Net 30 is the most common term.
60	Describe any leasing or financing options available for use by educational or governmental entities.	Our dealers offer many leasing and financing options. Weiler equipment has special financing rates available through Cat Finance and Wells Fargo. In addition, our dealers may have additional financing programs established within their service territory available to Sourcwell members.
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.	Dealers are required to provide Weiler with a copy of the sales agreement with the member to: 1) Ensure proper pricing has been applied 2) Ensure the proper administrative fee is submitted to Sourcwell
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Since our dealers will be receiving payments direct from Sourcwell members, accepting P-card procurement will be at their discretion. Total allowed amounts via a P-card and applicable fees will also be at the dealer's discretion.

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.	<p>Our proposed contract pricing is simple. We offer to all Sourcewell members, a substantial discount off current list price at the date of their order.</p> <p>Current machine list price is in the attached Sourcewell Price List document, For execution of the agreement, we will ask dealers and members to use the price list that is current at the time of the quote.</p> <p>Dealers will work with the member to configure the machine with desired specs and apply the minimum Sourcewell discount.</p>	*
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.	Weiler will offer a discount of 10% off list price for the entire Weiler product offering.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat customer relationships, etc., and may provide additional volume discounts at their discretion.	*
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.	<p>Sourced goods/open market items are available to members from our dealers. These goods and services will be priced at fair market value and will be determined between the member and the selling dealer.</p> <p>Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Weiler is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient.</p>	*
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.	<p>Dealers will include a PDI price in the initial quote to the member. The PDI (Pre- Delivery Inspection) price varies by dealer and machine being quoted. Any additional dealer costs will be itemized and included in the quote to the member.</p> <p>When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Weiler list discount for Sourcewell members.</p>	*
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.	Machine pricing is F.O.B. from Weiler's facility in Knoxville, IA. Sourcewell members will be charged for freight to their local dealer, which will vary by dealer location. Delivery from the dealer location to the Sourcewell member's location will also be charged to the member if delivery is requested.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Machine pricing is F.O.B. from Weiler's facility in Knoxville, IA. No unique conditions apply to these regions.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If there are any unique member requirements our dealers will work with the members on a case by base basis.	*
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.	<p>For each Sourcewell sale, we require the dealer to submit to Weiler a copy of the sales order to the purchasing entity to confirm:</p> <ol style="list-style-type: none"> 1) that proper pricing has been applied, 2) the proper contract and member numbers were included on the sales offer to the customer, and 3) to provide the proper administrative fee to Sourcewell. <p>We internally track sales of all our products to end users. Each quarter we review all sales to governmental agencies and verify if that sale was through the Sourcewell contract. Two Weiler employees review sales quarterly to ensure all Contract sales are reported.</p> <p>Once Sourcewell sales are verified, the quarterly report is prepared by our marketing coordinator, approved by the marketing manager and submitted for payment to our accounting department.</p>	*
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.	Weiler will review governmental sales quarterly and compare Sourcewell versus overall sales. Our goal with the contract is to increase the percentage of Sourcewell sales in relation to overall governmental sales.	*

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.	Weiler proposes a 1% administrative fee to Sourcewell for the sale of new machines made through the Sourcewell contract. Weiler will pay this fee and will not ask dealers or members to pay the fee.	*
----	---	---	---

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.	This proposed contract will be our go-to-market strategy across the US and Canada and is priced accordingly.

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

Line Item	Question	Response *
-----------	----------	------------

75	<p>Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.</p>	<p>Weiler manufactures an extensive range of paving related equipment, sold and serviced through our dealers' highly qualified personnel. We will be offering new and used asphalt pavers, road wideners, windrow elevators, material transfer vehicles, compactors, soil stabilizer, force feed loader, grader, broom and tack distributors. Our dealers will provide parts, service and CSA options to meet the needs of the agencies.</p> <p>Asphalt Pavers Weiler offers 6 models of pavers with various paving ranges. Our path/utility paver has a paving range of 3'10" - 9', and utilized for utility patch work and path paving throughout communities. Our line of 8' pavers provide options for new road construction, road overlays and commercial work including parking lots and patch work. A variety of governmental agencies, from state DOTs to counties and cities, are currently utilizing Weiler pavers for roadway maintenance throughout North America.</p> <p>Road Wideners Weiler road wideners are used for widening roads, maintaining shoulders and trench filling. Weiler offers four wideners. The wideners are capable of widening from 1' to 14' with depths 12" below and 12" above grade. Wideners are typically utilized by county and state road departments to maintain and build shoulders alongside two and four lane highways.</p> <p>Windrow Elevators Windrow elevators are used in the paving process to pick up asphalt material laid by bellow-dump trucks and place in the paver hopper. Windrow paving is utilized in the western half of North America. Windrow elevators are typically used in highway paving new construction and resurfacing applications.</p> <p>Material Transfer Vehicles Weiler remixing transfer vehicles are used in the paving process to provide noncontact, non-stop paving with reduced particulate and thermal segregation. Typically used in highway paving new construction and resurfacing applications, but can be used in applications where the transfer vehicle is feeding material to the paver in an area where trucking is challenging.</p> <p>Compactors Weiler offers 2 static compactors and 2 pneumatic compactors used in a variety of road maintenance operations. The static compactor's split front drum reduces tearing in the new asphalt mat, especially in curved sections of roads. The pneumatic compactors provide a kneading action to the mix providing excellent compaction density.</p> <p>Soil Stabilizer The Weiler soil stabilizer is offered with either a soil or combination rotor and is utilized in base stabilization and is currently being used by a number counties to condition gravel roads by mixing an additive into the roads that improves and extends the life of the rock on the road.</p> <p>Force Feed Loader The Weiler E1050 force feed loader is engineered to perform in a variety of applications year-round. The loader picks up soil, asphalt millings, snow, debris and other windrowed materials for high production material transfer.</p> <p>MotorGrader The G65 motor grader is built from a lineage of market leaders for more than 70 years and is the industry leading compact motor grader. The G65 incorporated big grader features in a compact package with canopy or cab option along with versatile optional equipment including moldboard extensions, bank slope, scarifier, dozer blade and ripper.</p> <p>Broom The Weiler self-propelled, front mount broom is built with durability and performance in mind. Self-propelled brooms are used consistently with asphalt milling and paving operations to keep jobsites clear of debris.</p> <p>Tack Distributors Weiler offers 8 different trailer and skid mounted tack distributors ranging from 150 gallon to 600 gallon capacity. Tack distributors are used to spray tack prior to placing asphalt on the new or existing surface. Lower capacity tack distributors are ideal for patch work common with city, county and state road departments.</p>
76	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Road Construction Equipment Road Widening Equipment Asphalt Paving</p>

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	<input checked="" type="radio"/> Yes <input type="radio"/> No	6 models offered with multiple paving widths and operating configurations.	*
78	Screeds	<input checked="" type="radio"/> Yes <input type="radio"/> No	3 screed models available. Designed exclusively for Cat pavers.	*
79	Distributors	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
80	Loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	4 models of material transfer vehicles and 2 models of windrow elevators offered to load asphalt pavers. 1 force feed loader offered to load material into dump trucks.	*
81	Steel-wheeled and pneumatic tire rollers	<input checked="" type="radio"/> Yes <input type="radio"/> No	2 pneumatic rollers offered.	
82	Wideners	<input checked="" type="radio"/> Yes <input type="radio"/> No	4 models offered with widening capabilities from 1' to 14'.	
83	Tack distributors	<input checked="" type="radio"/> Yes <input type="radio"/> No	9 models offered from 150 to 600 gallons, trailer and skid mounted.	
84	Cold planers	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	
85	Compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	2 static, split drum steel compactors offered.	*
86	Concrete mixers, and gunite or shotcrete delivery equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	
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.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Weiler Watch telematics system provides machine diagnostics, location and status updates through an online dashboard. Available on select Weiler models.	

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

Line Item 88. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Weiler Sourcewell Pricing.zip - Friday February 06, 2026 09:55:15
- [Financial Strength and Stability](#) - Weiler Credit References Updated 1-26-2026.pdf - Friday February 06, 2026 09:55:50
- [Marketing Plan/Samples](#) - Weiler Marketing Examples.zip - Friday February 06, 2026 10:11:21
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Weiler Sourcewell Transaction Documents.zip - Friday February 06, 2026 10:05:38
- Requested Exceptions (optional)
- Upload Additional Document (optional)

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. - Andy Adamcik, Marketing Manager, Weiler 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	<input checked="" type="checkbox"/>	1
Addendum_2_Roadway_Paving_Equipment_RFP_022626 Tue January 13 2026 12:46 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Roadway_Paving_Equipment_RFP_022626 Fri January 9 2026 10:59 AM	<input checked="" type="checkbox"/>	2