



**MASTER AGREEMENT #022626**  
**CATEGORY: Roadway Paving Equipment**  
**SUPPLIER: Dynapac North America, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Dynapac North America, LLC, 342 Patricia Lane, Suite 104, Fort Mill, SC 29708 (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**

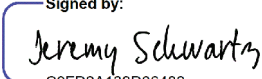
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

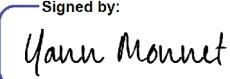
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

Dynapac North America, LLC

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 4/20/2026 | 9:40 PM CDT

Signed by:  
  
 48846655E7414F8...  
 By: \_\_\_\_\_  
 Yann Monnet  
 Title: President & General Manager  
 Date: 4/20/2026 | 8:26 PM CDT

# RFP 022626 - Roadway Paving Equipment

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## Vendor Details

Company Name: Dynapac NA, LLC  
Does your company conduct business under any other name? If yes, please state: SC  
Address: 342 Patricia Ln, Suite 104  
Fort Mill, SC 29708  
Contact: Jason Ammon  
Email: jason.ammon@dynapac.com  
Phone: 803-548-9237  
HST#: 82-1450305

## Submission Details

Created On: Friday January 23, 2026 09:30:15  
Submitted On: Thursday February 26, 2026 15:14:46  
Submitted By: Jason Ammon  
Email: jason.ammon@dynapac.com  
Transaction #: 0b9a2ec4-dc53-4d32-be01-be4a211f9d75  
Submitter's IP Address: 147.243.202.201

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**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.	Dynapac North America, LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Although not formal entities, we could be referenced as Dynapac NA or Dynapac. Dynapac Canada, Inc. is a separate entity through which all sales in Canada are processed.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	9DCW4
5	Provide your NAICS code applicable to Solutions proposed.	333120
6	Proposer Physical Address:	342 Patricia Lane, Suite 104 Fort Mill, SC 29708
7	Proposer website address (or addresses):	www.dynapac.com/en-us
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):	Yann Monnet President & General Manager 342 Patricia Lane, Suite 104, Fort Mill, SC 29708 Email: yann.monnet@dynapac.com Mobile: (803) 673-9174
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Jason Ammon Governmental & Key Account Manager 342 Patricia Lane, Suite 104, Fort Mill, SC 29708 Email: jason.ammon@dynapac.com Office: (803) 548-9237 Mobile: (210) 286-8309
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Matt Nelson 342 Patricia Lane, Suite 104, Fort Mill, SC 29708 Email: matt.nelson@dynapac.com Mobile: (210) 859-3516

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Dynapac is a world leading provider of road construction equipment, technology &amp; aftermarket solutions. The history of Dynapac dates back to 1934, when it was first founded to manufacture mechanical rollers. With 5 manufacturing facilities strategically located around the globe &amp; 19 Legal entities, Dynapac's presence is global and has been focused on creating value to the customers for more than 90 years. Over these years, Dynapac diversified its focus on the heavy construction equipment business and today manufacturers a full range of compaction and paving equipment which includes Soil Rollers, Asphalt Rollers, Light Compaction, Small &amp; Medium Pavers, Large Highway Pavers and Material Feeders. Since 2017 Dynapac is part of the Fayat Group within the Fayat Road Equipment Division.</p> <p>As of the end of September 2025, Fayat Group consists of 231 companies under 7 verticals, with 23,655 Employees and a presence in 170 countries. Fayat Group is built on its 3 strong core values Autonomy, Commitment, and the Audacity. Each one of these core values exhibits the customer value we create in our day-to-day business.</p>	*
12	What are your company's expectations in the event of an award?	<p>Dynapac is focused on creating value for its customers in the segments which we serve. One of the primary segments that we serve are governmental and educational customers. Many Dynapac Dealers already have strong relationships within this customer segments and by obtaining a Sourcewell Contract, Dynapac will solidify its commitment to our dealers and these customers. Dynapac offers products, solutions and aftermarket services in all 50 states of the United States along with all Canadian provinces. Utilizing a Sourcewell contract, we will be able to strengthen these existing relationships as well as create new ones in the market.</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>Dynapac is part of Fayat Group which is one of the largest privately owned construction equipment manufacturers on the globe with revenue of 5.9 Billion Euro in our 2025 fiscal year. Fayat Road Equipment Division (which Dynapac is a part of) contributes 37% of total revenue of the Fayat Group. Please refer to the attached pdf 'FAYAT Activity Report 2025' in the Financial Strength and Stability section of Step 2 'Documents' for additional information.</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>Dynapac considers its market share data to be proprietary information. While we do not publish market share information, Dynapac holds a strong market share position across product lines included in this submission.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Dynapac considers its market share data to be proprietary information. While we do not publish market share information, Dynapac holds a strong market share position across product lines included in this submission.</p>	*
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.	<p>Dynapac has never filed or petitioned for bankruptcy protection.</p>	*
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>Dynapac is best described as a manufacturer.</p> <p>For the North American Market (US and Canada) we have a dedicated Customer Center (Dynapac North America LLC) located in Fort Mill, SC, where all operations are headquartered, focusing on Sales, Service and Product Support. We have a dedicated team comprised of general administration, Product Marketing &amp; Management, Sales Force, Application Support, Technical Service and Customer and Aftermarket Support employed by us directly and located through-out the United States &amp; Canada. We sell through a well established dealer network throughout the North American Market to locally serve the end customers and their day-to-day needs. The employees (General Admin, Sales, Service and Parts Personnel) of the dealer network are employed by the dealers directly and are provided extensive training and certification processes by us in order to promote and provide Dynapac Products and Support to the end users.</p>	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>All of the Dynapac manufacturing facilities are certificated to meet all possible quality and environmental standards.</p> <p>ISO 9001:2015 ISO 14001:2015 ISO 45001:2018</p> <p>All of our dealers meet/exceed the health and safety certifications needed to conduct their business in the respective regions they cover.</p>	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	<p>Dynapac has never had any debarments or suspensions of any type.</p>	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Dynapac's products and solutions offered in this RFQ regularly receive awards and some of those over the past five years are:</p> <ul style="list-style-type: none"> <li>- Asphalt Contractor - Top 40 Editor's Choice (2021) SD2500</li> <li>- Equipment Today - 2021 Contractors' Top 50 New Products (2021) S100</li> <li>- Construction Equipment - Top 100 Products (2021) S100</li> <li>- Construction Equipment - Top 100 Products (2022) D Series Highway Pavers</li> <li>- Asphalt Contractors - Top 30 Products (2022) D Series Highway Pavers</li> <li>- Asphalt Contractor - Top 30 Products (2023) Protac Paver</li> <li>- Construction Equipment - Top 30 Products (2024) Seismic Technology</li> <li>- Construction Equipment - Top 100 Products (2024) CC2200VI</li> <li>- Asphalt Pro - Top 15 New Products (2025) CP28</li> </ul> <p>Dynapac has been recognized for our commitment to sustainability:</p> <ul style="list-style-type: none"> <li>- Top 35% EcoVadis Sustainability Rating (Feb 2025)</li> </ul> <p>Dynapac is a proud member, sponsor and recognized for our efforts by:</p> <ul style="list-style-type: none"> <li>- Association Equipment Manufacturers (AEM)</li> <li>- Association of Equipment Distributors (AED)</li> <li>- National Asphalt Paving Association (NAPA)</li> <li>- American Rental Association (ARA)</li> <li>- State DOT Paving Associations (Almost All States)</li> </ul> <p>Association of Equipment Manufacturers Advocacy Award - 2020,2021,2022,2023,2024,2025</p> <p>Queen City (Charlotte, NC) Business of the Year 2024</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	<p>Dynapac considers its sales volume history to be proprietary information and would prefer to not share. Sourcewell can be assured that we are a partner that is fully committed to the governmental sector.</p>	*
22	What percentage of your sales are to the education sector in the past three years?	<p>Dynapac considers its sales volume history to be proprietary information and would prefer to not share. Sourcewell can be assured that we are a partner that is fully committed to the educational sector.</p>	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Dynapac, as a manufacturer, directly holds the following contracts:</p> <p>Sourcewell Sourcewell State of Washington Participating Agreement BuyBoard</p> <p>Dynapac Dealers hold the following contracts with Dynapac included as the equipment manufacturer:</p> <p>Texas Smart Buy (Texas DOT Contract) Pennsylvania DOT State Contract South Carolina DOT State Contract Florida Sheriffs Association Contract Georgia State Contract Alabama State Contract Ohio State Contract Utah State Contract</p> <p>These contracts are assigned to and managed by our dealers directly and therefore we are not able to provide sales volumes.</p>	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Dynapac does not have any GSA, DLA or SOSA contracts directly but we partner with contract holding Dealers for federal government sales.	*
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**Table 2B: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
City of Harlingen, TX	Christopher Torres	956-360-6624	*
Pasco County, FL	Rick Giangrande	727-861-3089	*
Trinity County, CA	Panos Kokkas	530-623-1365	*
Town of Oyster Bay, NY	Richard Lenz	516-677-5757	

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

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

Line Item	Question	Response *	
26	Sales force.	<p>Dynapac has dedicated full time Sales and Marketing employees as listed below to manage the sales and marketing efforts of the products offered in this RFQ:</p> <ul style="list-style-type: none"> <li>1 Director of Dealer Sales and Development</li> <li>6 Regional Dealer Sales Managers</li> <li>1 Director of Rental Channel</li> <li>3 Regional Rental Sales Managers</li> <li>1 Governmental Sales Manager</li> <li>2 Regional Product Application Specialists</li> <li>1 Dealer Business Development Manager</li> <li>1 Product Marketing Manager Compaction</li> <li>1 Marketing &amp; Communications Manager</li> <li>1 Digital Marketing Solutions Manager</li> </ul>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Dynapac NA partners with Dealers and Distributors throughout the United States and Canada as our go to market strategy. All of our dedicated employees work with our Distributor network to deliver the best product and service results to end users. As of February 2026, Dynapac has 44 dealers with more than 220 locations across the US and Canada along with more than 1,500 Dealer sales and service professionals trained on Dynapac product lines in terms of sales, parts, and service support. With our business development manager and a dedicated initiative, we are continuing to develop and grow our dealer network.</p>	*
28	Service force.	<p>Dynapac has a dedicated after-sales service operations team and employs full time employees as listed below to manage after-sales service efforts needed for all the products offered in this RFQ:</p> <ul style="list-style-type: none"> <li>1 Director of Aftermarket</li> <li>1 Parts &amp; Operations Manager</li> <li>1 Strategic Purchaser &amp; Expeditor</li> <li>4 Aftermarket Customer Account Reps</li> <li>1 Service &amp; Technical Manager</li> <li>1 Technical &amp; Application Training Manager</li> <li>4 Regional Technical Service Reps</li> </ul> <p>Through dedicated Dynapac trainings conducted with our Dealer service technician network, there is authorized service coverage across the US and Canada to support our equipment in the field.</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>Dynapac NA authorizes our Dealers and Distributors to sell directly to participating entities once they agree to uphold all the Terms and Conditions of Sourcewell. Sourcewell members can contact their local distributor or the Dynapac contact for assistance with model selection and any primary questions. The local Dealer will then be able to provide the contracted quotation. Sourcewell members will be submitting their purchase order to the authorized Dealer. This purchase order should include the member's account number and the Sourcewell contract number being utilized as well as noting if this order is a terms purchase or lease. If a new unit is required to fill the order, the Dealer will order the appropriate model and options if needed. Dynapac will then ship the purchased unit to the involved dealer's location nearest the purchasing member. Setup, aftermarket installations, inspections, and final delivery will be handled by the local Dealer. Dynapac will assist the Dealer with these when needed. The authorized distributor will invoice the Sourcewell member upon delivery and acceptance then alerting the Dynapac contact with the respective unit serial number/s and invoice date to the member. All sales reporting will be maintained and processed by Dynapac and submitted to Sourcewell quarterly along with the approved administration fee.</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>Dynapac NA has a dedicated Aftermarket customer and technical service team located both in Fort Mill, South Carolina and across both the US and Canada. This team comprises of:</p> <ul style="list-style-type: none"> <li>• Director of Aftermarket</li> <li>• Parts &amp; Operations Mgmt.</li> <li>• Aftermarket Customer Service Reps Team</li> <li>• Logistics and Supply Chain Team</li> </ul> <p>Dynapac's Parts Warehouse is located in Charlotte NC with a dedicated staff of more than 20 personnel receiving orders and shipments from Dynapac and shipping customer orders to our Distributors or direct to end users. Additionally, Dynapac has a dedicated global parts distributor center located in Germany with more than 300 personnel supporting or working in the warehouse delivering parts globally, including to our North American Warehouse, to our Dealers, and to end users directly.</p> <p>Response Time for Parts requests and related questions - Within 24 Hours          Emergency parts orders after hours - Yes          Parts Ordering Online- Yes, Dedicated Website for ordering parts online.          Parts Shipment goals - Dynapac closely monitors and measures both order fulfillment rates and spare part availability for which we give a major focus to regularly attain high level goals. The equipment we supply is most critical to our customers and we fully believe in avoiding any downtime due to parts availability.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Dynapac is willing and able to provide our products to Sourcewell participating entities across all of the United States. Dynapac has been doing business in the United States for 80 years and has a very experienced Dealer network offering our products and services across the entire US.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Dynapac is willing and able to provide our products to Sourcewell participating entities across all of Canada. Dynapac has been doing business in Canada for 75 years and has a very experienced Dealer network offering our products and services across Canada.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>None. Dynapac will fully serve all areas throughout the United States and Canada.</p>	*
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.	<p>We do not have any entities that we would not serve through the proposed contract.</p>	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Contract pricing remains the same for any participating entity in Hawaii, Alaska or US Territory. Freight to the closest continental port can be determined using our published freight matrix that allows Sourcewell members to be eligible to receive our discounted rates. Ocean and land freight to final delivery locations in Alaska, Hawaii &amp; US Territories will be quoted from these ports by the local Dynapac Dealer.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes, Dynapac and our respective Dealers will extend terms to participating nonprofit entities.</p>	*

**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>Dynapac's marketing strategy to promote a Sourcewell contract will be multi-fold. Dynapac will be providing training both internally to our sales force and internal support teams to ensure all aspects of the contract are understood and embraced. There will also be training provided to our distributor sales force on the Dynapac products and their inclusion on the Sourcewell contract. Dynapac has developed a simple one-page quote instruction to give our distributor salespeople a quick reference to make quoting straightforward and to ensure contract compliance is met on all quotations. As many of our distributors are aware of Sourcewell through other product lines which hold contracts, we will complement their offering of products to both new and existing municipal customers. An online sales enablement tool is being developed to launch from Dynapac to both internal and Dealer teams. This tool provides quick access to all for product marketing materials and will include a government sales section specifically about the Sourcewell contract process.</p> <p>Another aspect of training will be sharing the opportunities provided by Sourcewell through the Sales Academies. As these trainings are released, Dynapac will be promoting attendance of both our sales force along with sales people from the Dealer in the area. Dynapac is now releasing a Governmental Sales Program to our distributor partners which will simplify quoting through the Sourcewell contract. This program and related worksheet will provide an easy-to-use tool and give the dealer sales force confidence in utilizing the contract. Training will also be provided on this program, making it even easier to do business with Dynapac.</p> <p>We have ambition to develop a dedicated landing page on the Dynapac website regarding government sales and related information for municipal customers and will include the Sourcewell contract and all the products available.</p> <p>Dynapac will be promoting the Sourcewell contract at all the tradeshow we attend utilizing available marketing materials from Sourcewell, with a priority at shows focused on municipal customers. We will also be promoting the contract at special municipal summits and specific association gatherings.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Dynapac NA has a dedicated social media presence on a variety of social media platforms, all of which are very active and listed below.</p> <p><a href="https://www.facebook.com/dynapac/na/">https://www.facebook.com/dynapac/na/</a>  <a href="https://www.linkedin.com/company/dynapacna/mycompany/">https://www.linkedin.com/company/dynapacna/mycompany/</a>  <a href="https://www.youtube.com/channel/UCBGp2nKqLxMzwOYUnJ13-Q">https://www.youtube.com/channel/UCBGp2nKqLxMzwOYUnJ13-Q</a>  <a href="https://www.instagram.com/dynapac_north_america/">https://www.instagram.com/dynapac_north_america/</a></p> <p>We will regularly promote our Sourcewell contract through these platforms focusing on a variety of products best suited for municipal markets.</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>We view that Sourcewell will have a role in promoting contracts through several aspects. First off, the potential Dynapac contract along with contact information and branding will be listed on the Sourcewell contract website. There is also the Sourcewell team promoting SLED entities to become members and be exposed to all the possible categories and contracts, including ours. Sourcewell can promote the use of contracts and educate Dealer salespeople with their locally held Academies across the nation. With the providing of lists of participating agencies, Dynapac will be able to assist Dealers in identifying focus customers to build new relationships and strengthen existing ones.</p> <p>Dynapac will strongly integrate a Sourcewell awarded contract into our sales process through a host of ways. The contract and it's pricing strategy will be encouraged as a primary purchasing tool to participating agencies by both internal Dynapac personnel and external Dealer sales forces. The contract will also be integrated into our Governmental Sales program released to our dealers giving them a simplified quoting tool, both for purchasing from Dynapac and for quoting to participating agencies.</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>All Dynapac spare parts plus all light equipment models are available to order online by our Dealers through our eCommerce system called DynaShop. End users are served by our Dealers, and it varies from one dealer to another but many do offer the option of E-procurement.</p>

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *
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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.	Dynapac offers full operator and service trainings for our Dealer representatives at locations near our customer center in South Carolina plus provides these trainings at dealer locations upon request as a standard offering. These trainings are at no cost to the Dealer except any travel incurred. Dealers are able to provide end user startup/operator and service training upon request at the end user's location with Dynapac assistance if requested. Any costs associated with Dealer provided trainings are to be quoted by the Dealer and agreed upon by the participating entity. Dynapac also has produced startup, walk around and daily maintenance videos accessible to everyone on the Dynapac YouTube Channel. <a href="https://www.youtube.com/@dynapacnorthamerica">https://www.youtube.com/@dynapacnorthamerica</a>	*
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.	Dynapac's comprehensive warranty covers most machines for a minimum of 24 months from the date of first use or 2,000 hours of operation. Highway and commercial pavers along with light equipment is covered for 12 months/1,500 hours. There are also extended warranties included on internal components such as oscillating drums and light equipment exciters. This information and additional details can be found on the attached Dynapac warranty policy. Dynapac utilizes an online warranty system which automatically populates machines when produced and Dealer warranty representatives are able to register once received. Upon the sale of a unit, the dealer is next able to add the end user information. Claims are entered against individual serial numbers, submitted for approval and immediately credited to the dealer upon approval. Coverage includes parts, labor and limited service travel. Please see the attached Dynapac warranty policy and policy update for details. Warranty terms beyond that offered by us, Dynapac as the manufacturer, can be offered by our Dealers through a third party partner.	
43	Describe any technological advances that your proposed Solutions offer.	<p>Dynapac always been in the forefront of technology within our product line and is a leader when it comes to technological advancements. Some of the key technology advancements which increase productivity and operator comfort are listed below</p> <ol style="list-style-type: none"> <li>1) All CA1500-CA6500 soil rollers and CC2200VI-CC6200VI asphalt rollers include Dynapac Seismic technology standard. Dynapac Seismic automatically detects and adjusts to the optimal frequency for the roller for the soil conditions saving the number of passes to achieve desired compaction along with fuel consumption.</li> <li>2) Best in class operator Cab/ROPS platform with swivel seats as standard on medium and large Soil &amp; Asphalt Rollers (CA1500-CA6500, CC2200VI-CC6200VI)</li> <li>3) Intelligent compaction techniques including anti bouncing control aiding the quality control of a soil or asphalt compaction</li> <li>4) Automatic Steering, Automatic screed width measurements, Automatic thickness measurement with our Paver technologies.</li> <li>5) All medium and large rollers and large pavers are fitted with Dynapac's advanced telematics solution as standard to offer remote connectivity and diagnostics. This solution now provides open interface to allow connectivity to many of the major existing monitoring systems</li> <li>6) All of our products use cutting edge &amp; efficient components, operator interface and service friendly layout.</li> </ol>	*
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>Dynapac's main environmental impact is during the use of its products according to the life cycle analysis. Therefore, incorporating life-cycle perspective and environmental considerations into our product design is a goal and high priority.</p> <p>Dynapac offers a line of electric compaction equipment with the Z.ERA program which includes equipment powered by lithium ion batteries designed to reduce the carbon footprint while not sacrificing productivity. This line of electric products includes 1.8 and 1.9 ton battery powered tandem asphalt rollers along with battery powered forward plates with additional models planned to be released in the future. This product line is perfect for municipalities looking to reduce their noise levels and carbon footprint without sacrificing productivity goals.</p> <p>Our diesel powered products are designed with latest engine emission technology to meet stringent Tier 4 Final emission standards. Our energy efficient products are known for providing best in class fuel efficiency to the end users saving on fuel costs and reduced environmental footprint. Some of the fuel saving technologies (which leads to less carbon footprint) we have implemented in our products are</p> <ol style="list-style-type: none"> <li>1) Efficient eccentrics system on our rollers - reducing fuel consumption up to 25% over previous machines without this technology</li> <li>2) Eco Mode on most model engines reducing fuel burn rate up to 25%</li> <li>3) Advanced Hydraulics systems reducing the heat and engine power</li> <li>4) Vario-Speed automatic engine RPM management system for reducing the fuel consumption</li> <li>5) Up to 65% less fuel consumption on our Material feeders compared to competitive models</li> <li>6) Top 35% EcoVadis Sustainability Rating-February 2025</li> </ol> <p>There is also an environmental impact with the production of our equipment. Most of our Factories are certified with ISO 14001 - International standard that specifies requirements for an effective environmental management system (EMS). This standard helps our factories to improve their environmental performance through more efficient use of resources and reduction of waste, gaining a competitive advantage and the trust of stakeholders.</p>	*

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.	<p>Dynapac has been recognized by EcoVadis and awarded a sustainability rating for our products, their production and our company as a whole. Our commitment to sustainability is found in our '2030 Dynapac Journey' attached.</p> <p>- Top 35% EcoVadis Sustainability Rating-February 2025</p> <p>Our SEISMIC soil rollers were studied by Swedish National Road Transport and Institute (VTI) for their fuel savings performance and concluded that our Soil Rollers equipped with SEISMIC Technology use 28%-35% less fuel than previous generation which is an enormous savings in fuel costs. SEISMIC technology is a standard offering in North America for CA1500-CA6500 range soil rollers and CC2200VI-CC6200VI range tandem asphalt rollers.</p> <p>For more information please refer to the article:  <a href="https://www.worldhighways.com/products/swedish-national-road-transport-institute-vti-confirms-seismics-fuel-saving-performance">https://www.worldhighways.com/products/swedish-national-road-transport-institute-vti-confirms-seismics-fuel-saving-performance</a></p>
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>Dynapac's product vision is "Designed to Perform and Built to Last". Dynapac is focused on providing high quality products maximizing productivity and long lifetimes compared to other units in the market. We safeguard our reputation by working closely with customers who observe the same high standards for environmental, ethical, and social responsibility. Our proposed products have been in the industry and have exceeded the customer demands for more than 90 years. Continuous development in order to meet fast moving technological innovations is a key part of the product development process that we have consistently demonstrated in the past and we are focused on continuing this path of innovation in the future as well. Our product solutions have won multiple awards and combined with the close proximity to the customers that our vast dealer network provides, Dynapac is a clear choice as the road construction equipment solution provider.</p>
47	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	<p>Dynapac rollers have rubber isolated driver's platforms to reduce vibrations and operator fatigue while our line of light equipment comes with vibration dampened handles. Comfort seats with suspension are standard or an available option on many of rollers. Our high speed tamping roller has industry best triple suspension for operator comfort with air ride accumulators and hydraulic dampeners under the drivers platform plus rubber tires inside the drum to absorb vibrations.</p>
48	Describe any high-visibility features such as lighting packages, camera systems, or mirrors with extended sightlines your equipment offers.	<p>Dynapac offers many features which increase visibility for operators. Our large tandem rollers include standard LED work lights and drum edge lights along with side view LED lights. All other rollers come standard with LED work lights or are an available option. A side sliding seat is available on many models allowing for better visibility plus our asymmetric cabs on large tandem rollers allow for clearer line of sights to each side of the unit. Dynapac also now offers a 360° / Bird's Eye View Camera option for our CX (pivot steer) line of tandem asphalt rollers. This new camera system will allow the operator to see objects and people around the machine at a distance of 3 ft from the machine and up to 40 ft from the center of the machine, giving the operator a new tool to more safely and accurately operate the machine. This camera system is being rolled out to additional models throughout 2026.</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>Dynapac offers backup cameras on soil rollers, large tandem rollers and pneumatic tired rollers which include pedestrian and object detection. We are have an active braking solution in development with a release set for late 2026 that will integrate with object and pedestrian detection and provide automatic braking on the machine to prevent collisions and injuries.</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.	Dynapac offers standard terms of Net 30 Days. We accept all major forms of payment including check, ACH, and wire transfer. We also offer our dealers an online payment portal.
60	Describe any leasing or financing options available for use by educational or governmental entities.	Dynapac utilizes multiple lenders throughout North America to offer finance and leasing options with quarterly programs released. These programs include full ranges of products with multiple term options at aggressive rates. These financial vehicles are then available to interested governmental entities. We also promote NCL Government Capital to participating agencies as a payment option.

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.	The Dynapac sales process is extremely simple and integrates into our everyday order processing for optimized order flow as follows: a) When a member decides to purchase a new Dynapac machine, they simply issue the PO to our corresponding dealer and include their Sourcewell account number. b) The Dynapac dealer accepts the PO, provides an invoice, processes the payment and then delivers the unit. c) Once delivered, the dealer reports back to Dynapac with the pertinent sales information including the sale date and unit serial number/s. d) Dynapac will consolidate the sales on a ongoing basis. e) On a quarterly basis, Dynapac will report the sales and provide Sourcewell the needed information along with the administration fee. f) Note: there may be times that the member may want terms/conditions in addition to the contract. In these cases, this collaboration is done between the Dynapac Dealer and member directly.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Select Dynapac dealers accept P-card procurement payments with no additional cost to Sourcewell participating entities.	*
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.	Dynapac operates with discount off of published list prices to Dealers. Included in the attachments is the price list for the products offered for this proposed contract. Each price list includes list pricing of the base unit machines for the Dynapac standard North American specifications as well as all options that are available. Dynapac has also provided discounting rates for every model, thus representing the Sourcewell member pricing. These rates will be applied to any base machine and factory options, which will be considered contracted items. Any requested good, not included in the Dynapac price list, must be negotiated directly between the Sourcewell member and the local Dealer and then added on to the Dynapac purchased price. For Canadian sales through Canoe, the Dynapac list price in USD on the attached machine pricing files will be converted to CAD at the current conversion rate.	*
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.	Dynapac is pleased to offer Sourcewell members 28.5% off of our published list prices on our full range of products seen on the attached pricing files. This deep discount provides members with a most competitive price plus allows our Dealers standardized discounting across all models for all quotations.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Dynapac does not offer any direct quantity or volume programs but we highly encourage our Dealers to offer additional 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.	Sourced goods/open market items are often available and can be purchased through the Dynapac Dealer network. Pricing for these goods is deemed acceptable between the member and the dealer directly. Dynapac is not involved in these sales but can and will help facilitate sourcing and costs of products requested. All associated documentation is handled by the acting dealer and the member.	*
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.	The following items are not included in the contract pricing submitted: - Dealer provided goods and services: Customer requested non-factory goods/services will be quoted by dealer. - Training: Dealer provided operator and technical training as requested by the member. - Set-up and installation fees: Dealer applied charges that cover their costs for installing and ensuring the proper operation of sourced goods and field attachments. The set-up and installation fees are quoted by the dealer. - Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and vary by machine model and complexity. - Taxes: Local taxes, if applicable, will be calculated and assessed by the Dealer.	*

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.	Dynapac uses a contracted third party logistics provider to broker and ship our products in North America. This allows us to offer our Dealers some of the lowest standardized rates in the industry. We are passing on that savings to Sourcewell members and they are able to secure the same pricing that our dealers receive on freight from the port of entry or local factory to their dealership locations. The current freight matrix is attached to the RFP with the associated rate by zone. This is the shipped price to the dealership closest to the purchasing Sourcewell member. There may be an additional charge for local freight if the Sourcewell member elects to have the dealership deliver it to their location rather than pick it up at the local Dynapac Dealer.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Alaska, Hawaii and any offshore delivery, we arrange freight to a specific port and then the Dealer will arrange the remainder of the shipment to their requested delivery location for an additional fee. For Canada the process is the same as for U.S. contiguous States detailed above in item 68.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	There is nothing in this proposal that we would describe as unique distribution or delivery method options. Should a Sourcewell member have a request that requires further consideration we will be happy to evaluate at that time to determine feasibility and possible associated costs.	*
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.	Each quotation of contract pricing will be provided or controlled by a dedicated Dynapac Governmental Sales person as part of a governmental sales program to insure proper pricing is provided. Once an order is received, a Dynapac Sales Coordinator will review and verify the contract sale pricing before processing. Any modifications to the purchase order will be submitted prior to the order placed with the factory, when needed.	*
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.	All quotations and sales to Sourcewell participating entities will be tracked and followed thus allowing real time measurement along with monthly, quarterly and yearly measurements of success of the contract.	*
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.	Dynapac proposes 2.0% of Net Invoice price to the Sourcewell member on proposed equipment as an Administrative 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.	The discount offered to Sourcewell members is greater than that offered on any other existing cooperative or state contract.

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

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Single Drum Vibratory Soil Rollers (4 Tons to 23 Tons) High Speed Tamping Compactor - CT3000 (25 Tons) Small and Medium Double Drum Asphalt Rollers (<7 Tons) Large Double Drum Asphalt Rollers (>7 Tons and up to 16 Tons - highest in roller class) Pneumatic Tired Rollers (up to 31 Tons operating weight - highest in roller class) Small & Medium Asphalt Pavers & Screeds (<20,000 lbs. operating weight) City Pavers & Screeds (<30,000 lbs. operating weights) Highway Class Pavers & Screeds (>30,000 lbs. operating weights) Material Transfer Vehicles/Feeders (>30,000 lbs. operating weight) Light Compaction Equipment <ul style="list-style-type: none"> <li>- Forward &amp; Reversible Plates</li> <li>- Rammers</li> <li>- Walk behind Rollers</li> <li>- Trench Utility Compactors</li> </ul>
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	No subcategories needed

**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	Dynapac offers a complete range of asphalt pavers that includes mini-pavers, commercial class pavers, city pavers along with our D series highway class pavers. We also offer our MF2500 material transfer vehicle with desegregation capability, lower total cost of ownership and transport ease. *
78	Screeds	<input checked="" type="radio"/> Yes <input type="radio"/> No	Dynapac offers a wide range of screeds available to our asphalt pavers. Our city and highway class pavers have the option of front or rear mount extension along with a tamper bar version. *
79	Distributors	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A - This class of solution is no longer offered by Dynapac. *
80	Loaders	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A - This class of solution is not offered by Dynapac. *
81	Steel-wheeled and pneumatic tire rollers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Dynapac offers one of the most complete ranges of steel drum, pneumatic tire and combination rollers in the industry. Dynapac now produces the industry's heaviest double steel drum and pneumatic tired rollers in the market.
82	Wideners	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A - This class of solution is not offered by Dynapac.
83	Tack distributors	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A - This class of solution is no longer offered by Dynapac.
84	Cold planers	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A - This class of solution is not offered by Dynapac.
85	Compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Dynapac offers a full range of single drum vibratory soil compactors starting 5 tons up 23 tons. We also offer a High Speed Tamping Compactor with industry leading compaction and operator comfort. In addition, we offer a full line of light compaction equipment including forward plates, reversible plates, rammers and a trench compactor. *
86	Concrete mixers, and gunite or shotcrete delivery equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A - This class of solution is not offered by Dynapac.
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	Although not provided through the Sourcwell contract, our dealers are able to provide complete service and maintenance plans to participating agencies.

**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](#) - Pricing Documents.zip - Thursday February 26, 2026 13:58:27
  - [Financial Strength and Stability](#) - Financial Strength-FAYAT Activity\_Report\_2025.pdf - Thursday February 26, 2026 12:54:52
  - [Marketing Plan/Samples](#) - Marketing Documents.zip - Thursday February 26, 2026 12:55:18
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Standard Transaction Document Samples (optional)
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Value-Added Attribute Documents.zip - Thursday February 26, 2026 14:15:34

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Ammon, Governmental Sales & Key Accounts Manager, Dynapac North America, LLC.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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
<b>Addendum_3_Roadway_Paving_Equipment_RFP_022626</b> Tue February 3 2026 08:17 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Roadway_Paving_Equipment_RFP_022626</b> Tue January 13 2026 12:46 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Roadway_Paving_Equipment_RFP_022626</b> Fri January 9 2026 10:59 AM	<input checked="" type="checkbox"/>	2