



**MASTER AGREEMENT #022626**  
**CATEGORY: Roadway Paving Equipment**  
**SUPPLIER: Wirtgen America, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Wirtgen America, Inc., 6030 Dana Way, Antioch, TN 37013 (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, with the parties' mutually agreeing to adjust Line 73 of Proposer's response to reflect an Administrative fee of 1% (one percent). 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**

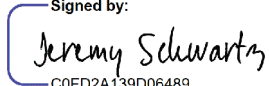
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

Wirtgen America, Inc.

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 4/27/2026 | 9:34 AM CDT

Signed by:  
  
 870139758F27469...  
 By: \_\_\_\_\_  
 Sandy Draper  
 Title: Director Inside Sales Operations  
 Date: 4/27/2026 | 7:10 AM PDT

# RFP 022626 - Roadway Paving Equipment

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## Vendor Details

Company Name: Wirtgen America, Inc.  
6030 Dana Way  
Address: Antioch, TN 37013  
Contact: Melanie Braband  
Email: melanie.braband@wirtgen-group.com  
Phone: 615-598-4892  
HST#: 62-1250621

## Submission Details

Created On: Thursday January 08, 2026 11:04:13  
Submitted On: Wednesday February 25, 2026 13:53:43  
Submitted By: Caroline Wikman  
Email: caroline.wikman@wirtgen-group.com  
Transaction #: 8e46dcf6-f851-4812-b8bf-3babd4720d64  
Submitter's IP Address: 147.243.243.177

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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.	Wirtgen America Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	YES
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Not applicable
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE code: F9139
5	Provide your NAICS code applicable to Solutions proposed.	NAICS code: 333120
6	Proposer Physical Address:	6030 Dana Way, Antioch TN 37013
7	Proposer website address (or addresses):	<a href="https://www.wirtgen-group.com/en-us/">https://www.wirtgen-group.com/en-us/</a>
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):	Sandy Draper Director Inside Sales Operations 6030 Dana Way, Antioch TN 37013 E-Mail: <a href="mailto:sandy.draper@wirtgen-group.com">sandy.draper@wirtgen-group.com</a> Phone: 615 477 8046
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Melanie Braband Inventory & Sales Systems Manager 6030 Dana Way, Antioch TN 37013 E-Mail: <a href="mailto:melanie.braband@wirtgen-group.com">melanie.braband@wirtgen-group.com</a> Phone: 615 598 4892
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Caroline Wikman Contract Administrator 6030 Dana Way, Antioch TN 37013 E-Mail: <a href="mailto:caroline.wikman@wirtgen-group.com">caroline.wikman@wirtgen-group.com</a> Phone: 615 795 1091

**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>Wirtgen America was founded in 1985 in Nashville, TN, operating from a rented office and a small warehouse of less than 10,000 sq. ft. In 1989, we moved to our second Nashville location, purchasing office and warehouse space and expanding in 1994/1995 with a shop for larger machines.</p> <p>In 2000, Wirtgen America relocated to its current headquarters at 6030 Dana Way, Antioch, TN, on 8 acres of land. We built a 75,000 sq. ft. facility consisting of 10,000 sq. ft. of office space, 10,000 sq. ft. shop, and 55,000 sq. ft. warehouse.</p> <p>In 2008, we opened the Reinhard Wirtgen Learning Center at 6040 Dana Way, a 20,000 sq. ft. training facility with four classrooms and labs, a 70-seat cafeteria, and a training shop. We also acquired an additional 23 acres for future expansion.</p> <p>By 2012, our headquarters expanded to 130,000 sq. ft., adding 8,000 sq. ft. of shop space and 37,000 sq. ft. of warehouse space, bringing our total footprint to 36 acres and 150,000 sq. ft. under roof, including the Training Center. In 2013, we added 10,000 sq. ft. of office space and remodeled 20,000 sq. ft., doubling employee seating capacity.</p> <p>In 2017, we invested \$4 million to expand the Center for Training &amp; Technology (CTT) at 6040 Dana Way, doubling its size to 40,000 sq. ft., adding two stories, 11 classrooms, and a 180-seat cafeteria.</p> <p>In December 2017, the Wirtgen Group was acquired by Deere &amp; Company, making Wirtgen America a John Deere company. Together, we form one of the largest players in the construction equipment industry, offering complementary product lines and unmatched expertise.</p> <p>Today, Wirtgen America and its dealer network provide a broad range of services for road construction, mining, and mineral processing. With market-leading products, proven quality standards, and world-class service, we ensure customer success every day.</p> <p>Our headquarters in Antioch, TN, is strategically located in the heart of North America. We deliver service through more than 250 locations operated by 35 dealer groups across the United States and Canada. Our dealer network does more than sell machines—it builds long-term partnerships, ensuring parts, service, and expertise are always close to our customers.</p> <p>Our number one objective is to always be close to our customers.</p>
12	What are your company's expectations in the event of an award?	<p>We are committed to fostering a strong, collaborative relationship with Sourcewell and its members, while continuing to build new partnerships. Our goal is to go above and beyond to meet each buying agency's equipment needs by delivering state-of-the-art products and exceptional customer service. The Wirtgen America Sales Team remains committed to training our dealers on presenting Sourcewell and highlighting the advantages the contract offers. Given the strong growth we've achieved through this contract, we fully expect this upward trajectory to continue across the marketplace.</p>
13	<p>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.</p> <p>Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Upload supporting documents (as applicable) in the document upload section of your response.</p> <p>Please see the 2025 Annual Report attached.</p>
14	What is your US market share for the Solutions that you are proposing?	<p>Mills 73.8% , Stabs 59.9% , Vögele 20.6% , Hamm 19.2% , Crushers 18.5%, Screens 9.7%, Conveyors 24.4%</p>
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Mills 100% , Stabs 0.0% , Vögele 12.5% , Hamm 12.5% , Crushers 0.0%, Screens 0.0%, Conveyors 23.3%</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>No bankruptcy proceedings have taken place.</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>Wirtgen America supports the Sourcewell contract through a dedicated team including the Director of Inside Sales Operations, a Contract Administrator, and 20 District Sales Managers. These individuals are employees of Wirtgen America.</p> <p>This sales team is responsible for training our dealers on government business, contract requirements, and overall sales processes. They guide dealers through the quoting, ordering, and delivery procedures for products purchased through the Sourcewell contract.</p> <p>Working with 35 dealer groups across more than 250 locations in the U.S. and Canada, we provide world-class service and customer solutions.</p> <p>Dealers handle installation, pre-delivery inspections, local deliveries, and after-sale services such as extended warranties and trade-ins. The dealers are employees of third party independently owned businesses.</p> <p>Training is supported by our parent company, John Deere.</p> <p>While we primarily use a dealer-direct sales approach, we reserve the option to sell directly from our Antioch, TN office when needed. Learn more at <a href="https://www.wirtgen-group.com">https://www.wirtgen-group.com</a>.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Wirtgen America maintains all necessary licenses and certifications to operate globally, supported by our Supply Management, Engineering Safety, Accounting, Human Resources, and Tax and Legal departments. We conduct regular self-audits and engage Deloitte &amp; Touche for independent audits to ensure full compliance with all required licenses, certifications, and regulations.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Wirtgen America has no suspensions or debarments to report.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Wirtgen Group's achievements from 2000 to 2026 consistently demonstrated industry leading engineering and design capabilities. Major recognitions include multiple international design awards—highlighting ergonomics, innovation, and sustainability—alongside market based awards such as the Economic Times Best Infrastructure Brand. These honors reflect the Wirtgen Group's ongoing leadership in road construction technology and product excellence.</p> <p>2024 – German Design Award (Special Mention)                  Awarding Body: German Design Council                  Products: Hamm HC 110i and HC 250i compactors</p> <ul style="list-style-type: none"> <li>• Cited for innovative platform design</li> <li>• Quiet, eco friendly operation</li> <li>• Advanced cab ergonomics</li> <li>• High user friendliness</li> </ul> <p>2022 – Concrete Contractor Top Products” Award (ACPA Member Recognition)                  Awarding Body: Concrete Contractor Magazine</p> <ul style="list-style-type: none"> <li>• Wirtgen Group recognized as one of seven ACPA members receiving Top Products Awards.</li> <li>• Highlights product quality and strong industry performance.</li> </ul> <p>2021 – Economic Times Best Infrastructure Brands (Equipment Category)                  Awarding Body: The Economic Times (India)</p> <ul style="list-style-type: none"> <li>• Wirtgen Group honored as a leading infrastructure brand.</li> <li>• Acknowledgment of strong industry presence and customer trust.</li> </ul> <p>2020 – iF Design Award (Product Category)                  Awarding Body: iF International Forum Design GmbH                  Product: Wirtgen W 210 Fi Large Milling Machine</p> <ul style="list-style-type: none"> <li>• Recognized for ergonomic operator platform</li> <li>• Impressive design aesthetics with dynamic, clean structural lines</li> <li>• Selected from over 7,000 global entries</li> </ul>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>Customer details are not publicly disclosed. Due to the nature of the products offered, government agencies account for the majority of purchases because they frequently undertake construction and roadway paving projects. However, educational customers also utilize the cooperative contract and benefit from its offerings.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Customer details are not publicly disclosed. Due to the nature of the products offered, government agencies account for the majority of purchases because they frequently undertake construction and roadway paving projects. However, educational customers also utilize the cooperative contract and benefit from its offerings.</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?	Wirtgen America participates in TASB BuyBoard. Sales figures for the program are not publicly disclosed. Participation in the cooperative does not affect Wirtgen America's ability to fully participate in the Sourcwell program.	*
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?	N/A	*

**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 *	
Nixon Egli - an authorized dealer with a vast customer base with Sourcwell purchases	Greg Schmidt	(562)-889-2065	*
RDO Equipment - an authorized dealer with a vast customer base with Sourcwell purchases	Matthew Cancino	(602)-725-7991	*
Tractor and Equipment Company - an authorized dealer with a vast customer base with Sourcwell purchases	Greg Madaris	(205)-329-0282	*

**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.	Wirtgen America is headquartered in Antioch, Tennessee, and maintains a dedicated sales organization of approximately 80 direct employees, including Vice Presidents, District Sales Managers, Technical Sales Managers, and Product Specialists. This team provides nationwide coverage and serves as the primary point of accountability for sales execution, dealer coordination, and customer satisfaction. The Director of Inside Sales Operations, in coordination with District Sales Managers, holds responsibility for ensuring consistent dealer performance, timely order fulfillment, and adherence to contract requirements. District Sales Managers provide direct oversight of assigned dealers within their territories and are accountable for communication, issue resolution, and escalation management as needed. District Sales Managers work closely with dealers throughout the ordering, delivery, and post-sale process to monitor performance, address customer concerns, and ensure service expectations are met. When necessary, issues are escalated to Wirtgen America sales leadership or support teams to facilitate timely resolution and maintain service standards.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Wirtgen America works with 35 dealers operating at more than 250 locations across the United States and Canada, with coverage in every state and province. These dealers sell our factory-built machines directly to Sourcwell members. For dealer information, visit: Dealer Search North America   WIRTGEN GROUP <a href="https://www.wirtgen-group.com">https://www.wirtgen-group.com</a>	*

28	Service force.	<p>Wirtgen America's authorized dealers are the primary point of contact for all post-sale equipment service and support. Dealers receive factory-built equipment and are responsible for installation, configuration, and commissioning activities, including completion of pre-delivery inspections to verify proper setup and operational readiness. Dealers also manage local delivery coordination and provide customer-requested services such as extended warranty programs, trade-in evaluations, preventative maintenance services, and other value-added support offerings.</p> <p>To ensure consistent service quality and technical expertise across all regions, authorized dealers are supported by Wirtgen America's dedicated service organization. This team consists of approximately 120 direct employees and includes Field Service Engineers, Parts Specialists, Warranty Specialists, and Service Trainers. The Wirtgen America service team works in close coordination with the dealer network to provide advanced diagnostics, technical guidance, warranty administration, and ongoing training, enabling timely issue resolution and minimizing equipment downtime.</p> <p>This combined dealer-and-manufacturer support structure allows Sourcewell-participating agencies to benefit from the efficiency of cooperative purchasing while maintaining access to localized service technical resources and factory-level technical expertise throughout the equipment lifecycle. Together, Wirtgen America and its authorized dealers deliver consistent, reliable support to customers across North America.</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>Wirtgen America authorizes U.S. and Canadian dealers to sell directly to Sourcewell members. Members will contact their local dealer for assistance with machine and option selection. For dealer information, visit:                  Dealer Search North America   WIRTGEN GROUP  <a href="https://www.wirtgen-group.com">https://www.wirtgen-group.com</a></p> <p>The local dealer will provide a contract quote based on the awarded price lists. Sourcewell members must submit purchase orders to the authorized quoting party noted on their contract quote, ensuring the quote number and Sourcewell contract number are included on the PO.</p> <p>Wirtgen America will ship the unit to the selling dealer, who will arrange freight from the dealer to the customer. Setup, installation, inspection, and final delivery are handled by the local dealer. The authorized seller will invoice the Sourcewell member upon receipt of product delivery acceptance notice.</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>Wirtgen America provides comprehensive support through more than 250 certified dealer locations across North America, ensuring close-range assistance for end users.</p> <ul style="list-style-type: none"> <li>- 24/7 OEM Phone Support: Dedicated service and after-hours lines are available for immediate assistance.</li> <li>- Escalation Process: After-hours support includes second and third escalation tiers, reaching the product manager if necessary to guarantee resolution.</li> <li>-Regional Support: Wirtgen America Area Customer Support Managers and Field Service Engineers are strategically located throughout North America to strengthen relationships between customers, dealers, and Wirtgen America.</li> </ul>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>A qualified, well-trained, and financially stable authorized dealer network is a key component of Wirtgen America's cooperative purchasing model. Through this network, Sourcewell-participating agencies receive consistent local support, including equipment delivery, installation, maintenance, repairs, and parts availability, while purchasing under a nationally awarded cooperative contract.</p> <p>Wirtgen America maintains more than 250 authorized dealer locations across the United States and Canada, providing broad geographic coverage and local responsiveness. Each dealer operates under a formal agreement to sell and service Wirtgen America products within an assigned territory and is required to submit an annual business plan demonstrating its capability to support all eligible Sourcewell members, including commercial customers, national accounts, and state, county, and local governmental agencies.</p> <p>This dealer-based support structure enables Sourcewell participants to benefit from cooperative purchasing efficiencies while maintaining access to localized service and long-term product support throughout the equipment lifecycle.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Please refer to the response provided for Question 31, which includes details applicable to both the United States and Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	All areas of the United States and Canada will be fully served under this contract.	*

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>Contract pricing and discounts are available to governmental entities and educational institutions for the products identified in this RFP.</p> <p>Non profit organizations may also be eligible to participate, provided they satisfy applicable eligibility requirements and meet the following conditions:</p> <ul style="list-style-type: none"> <li>• Are exempt from federal and state income taxation;</li> <li>• Are primarily supported through charitable contributions; and/or</li> <li>• Are organized and operated for charitable, public safety, educational, or other community benefit purposes serving the public interest.</li> </ul> <p>Organizations established primarily for social, recreational, or membership based purposes—including, but not limited to, golf course country clubs, hunting clubs, and fishing clubs—are expressly excluded and do not qualify for contract pricing.</p> <p>Non profit entities that do not otherwise meet the criteria above must be formally recognized by the Internal Revenue Service as a 501(c)(3), 501(c)(4), 501(c)(10), or 501(c)(13) organization to be eligible.</p>	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Wirtgen America maintains authorized dealer representation in both Alaska and Hawaii. For deliveries outside the continental United States (OCONUS), factory-to-dealer freight and local delivery from the dealer to the end user will be quoted and invoiced in a manner consistent with CONUS practices, as applicable. Delivery schedules may be influenced by location-specific transportation requirements, including ocean freight, barge service, or inland logistics, which can impact final delivery timing.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

**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>Upon contract award, Wirtgen America will implement a structured communication and deployment process to ensure consistent understanding and compliant use of the contract across our sales organization and authorized dealer network.</p> <p>Wirtgen America will issue the following internal resources:</p> <ul style="list-style-type: none"> <li>• Dealer Sales Bulletin – A formal notification announcing the contract award, summarizing key contract terms, and identifying designated internal and dealer points of contact.</li> <li>• DealerPath Posting – Publication of complete contract information on the internal John Deere dealer portal, including eligible participating agencies, ordering procedures, pricing structure, and applicable discounts.</li> </ul> <p>The Director of Inside Sales Operations, in coordination with the Contract Administrator, will provide District Sales Managers with comprehensive award documentation, including pricing guidance, administrative requirements, and customer eligibility criteria. District Sales Managers are responsible for cascading this information to their assigned dealers and ensuring adherence to contract requirements.</p> <p>All contract documentation and supporting materials will also be maintained on the Wirtgen Group internal portal, providing dealers with continuous access to current contract information. To reinforce compliance and promote effective utilization, the Director of Inside Sales Operations and Contract Administrator will conduct ongoing coordination with District Sales Managers through meetings, training sessions, and sales briefings. These efforts focus on contract requirements, ordering accuracy, and communicating the benefits of the cooperative purchasing model.</p> <p>Wirtgen America positions the Sourcewell contract as a preferred procurement solution for eligible agencies, offering a compliant, efficient alternative to traditional competitive bidding while maintaining transparency, consistency, and value for public sector customers.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Detailed product information for the equipment offered can be found at Home   Wirtgen Group in North America:  <a href="https://www.wirtgen-group.com">https://www.wirtgen-group.com</a></p> <p>The public can review product features, specifications, and available accessories on this site. To enhance marketing effectiveness, Wirtgen America also utilizes social media channels such as Facebook, LinkedIn, and YouTube. Additionally, we send direct mailers to contractors in our industry at least four times per year. These mailers are designed to build community and inform recipients about training opportunities, equipment innovations, and parts programs.</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>Wirtgen America's sales organization works in close coordination with its authorized dealer network to identify opportunities, support customer engagement, and promote contract utilization. This collaborative approach includes regular conference calls, webinars, targeted communications, and structured dealer training programs designed to increase awareness of the Sourcewell contract, expand participating agency engagement, and drive compliant sales activity. District Sales Managers and local dealers are also available to support trade shows, industry events, and customer outreach activities, as appropriate, to further promote contract awareness.</p> <p>The Wirtgen America Sales Administration Team partners with District Sales Representatives through recurring meetings and formal training sessions to ensure dealers and internal personnel are fully informed on Sourcewell contract requirements, pricing structures, and ordering procedures. These sessions emphasize proper contract usage, customer eligibility, and the practical advantages of cooperative purchasing, enabling sales teams to confidently guide eligible agencies through the procurement process.</p> <p>In addition to dealer-focused education, Wirtgen America communicates directly with prospective customers to explain the benefits of purchasing through Sourcewell. These efforts position the contract as a compliant, efficient, and transparent alternative to traditional bid processes, reducing administrative burden while maintaining competitive pricing and procurement integrity.</p> <p>Wirtgen America views the Sourcewell contract as a strategic procurement solution for eligible public-sector customers and will continue to reinforce its value through ongoing training, sales enablement, and coordinated outreach efforts. Continued open communication and collaboration among Sourcewell, Wirtgen America, and the dealer network are central to maximizing contract utilization, ensuring compliance, and supporting long-term program success.</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>Due to the highly configurable nature of our equipment, a wide range of machine configurations is available, many of which involve specific build-code dependencies to ensure proper performance. Because individual machine builds consist of multiple interrelated components, Wirtgen America recommends consulting with the authorized local dealer to confirm configuration requirements prior to requesting a contract quote.</p>

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

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Equipment operation and safety training is provided through the authorized local dealer. At the time of delivery, the dealer conducts a complimentary introductory walk-around of the equipment, covering general operation, safety considerations, and routine maintenance requirements. This initial orientation is included at no additional cost as part of the purchase. Optional, advanced training—including product-specific or system-level instruction—is available upon request and is quoted separately by the local dealer.</p> <p>Wirtgen America also operates the Center for Training and Technology (CTT) at its North American campus. The CTT is a dedicated training facility supporting both dealers and end users and offers structured courses in equipment operation, technical service, applications, parts, and sales. Training programs are designed to support safe operation, proper maintenance, and efficient use of Wirtgen Group equipment.</p> <p>The approximately 38,000-square-foot training facility includes multiple lecture classrooms, hands-on laboratories, and a four-bay shop reserved exclusively for training, enabling practical instruction regardless of weather conditions. The campus also includes a five-acre test track for equipment demonstrations and hands-on application training.</p> <p>Training fees at the Center for Training and Technology vary based on course content, duration, and delivery format.</p>
42	Describe in detail your warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response.	<p>Upon delivery of the machine, the Machine Inspection &amp; Receiving Report must be completed and signed—printed name included—by the authorized dealer (and/or Wirtgen America) service representative and the customer for sold machines. The completed form must be returned to the Wirtgen America Warranty Department to activate machine registration. The signatures acknowledge acceptance of:</p> <ol style="list-style-type: none"> <li>Correct and complete delivery of the machine</li> <li>Registration of the machine</li> <li>Warranty registration for the initial customer</li> <li>Proper operation and maintenance in accordance with all safety guidelines</li> <li>Receipt of parts, operator, schematic, engine, and safety manuals</li> </ol> <p>The appropriate report must be completed based on the machine brand.</p> <p>In addition, the Confirmation of Receipts / Machine Guarantee Card (Enclosure 2) must be provided to initiate the warranty period.</p> <p>Important Notes:</p> <p>Warranty claims are immediately rejected if the required Warranty Registration Documents—including the Machine Inspection &amp; Receiving Report—are not completed and returned to the Wirtgen America Warranty Department within 15 days of delivery/receipt. Claims submitted without these forms on file will be denied. Claims may be resubmitted electronically within 10 days only if the completed Machine Inspection &amp; Receiving Report is attached.</p> <p>The Machine Inspection &amp; Receiving Report may also be used with rental equipment to document machine condition and proper operator training.</p> <p>Engine warranty - The engine is subject to the warranty terms and conditions of the engine manufacturer.</p> <ul style="list-style-type: none"> <li>All engine parts including starters and alternators must be claimed with the engine distributor.</li> <li>Wirtgen America is not responsible for regeneration service calls due to exhaust after treatment failure, engine component failure, or operator negligence.</li> </ul> <p>Wirtgen America warrants such equipment, parts, and other products as are manufactured by Wirtgen America against defective material or workmanship for a period of twelve months after date of first delivery or for 1,000 hours of use with any Wirtgen, Vögele and Hamm product and 2000 hours of use with any Kleemann product, whichever comes first, provided that the Buyer sends Wirtgen America a notice of the defect within 30 days of its discovery and clearly establishes that (1) the equipment, parts, etc., have been properly installed and setup, maintained, and operated within the limits of rated and normal usage and (2) that the defect did not result in any manner from the intentional or negligent action or inaction of the Buyer.</p>

<p>43</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Most Wirtgen Group machines include a telematics device as standard equipment. These devices provide detailed telematics information (hours, location, fuel consumption, alerts, diagnostic trouble codes, etc.) to a web and mobile accessible platform called Operations Center. Customer access to Operations Center and the associated data is provided free of charge.</p> <p>Operations Center also includes other features: a preventive maintenance program with pre-loaded factory maintenance recommendations, as well as the ability to track and document machine performance and productivity information if the machines are equipped with the relevant Wirtgen Group Performance Tracker (WPT) system – WPT Milling, WPT Stabilizing, WPT Paving, WPT Compacting and WPT Crushing.</p> <p>Wirtgen milling technology is focused on three areas: 1) cutting technology, components are optimized in design and function, for greater machine productivity, 2) leveling technology where intelligent leveling mechanisms and sensors constantly deliver precise results, and 3) control technology, where intelligent assistance systems and well-developed control concepts optimize work processes and reduce demands on machine operators.</p> <p>Vogele paving technology focus areas: 1) screed technology where the proprietary screed design and decades of screed building experience delivers a top-quality asphalt pavement, and 2) Niveltronic Plus and Niveltronic Basic Systems for automated grade and slope control are developed and manufactured in-house and are fully integrated systems the machine control systems.</p> <p>Hamm compaction technology focus areas: 1) compaction modes which include both vibration and oscillation choices along with variable amplitude and frequency options, to optimize the compaction process and time, 2) assistance systems to help operators deliver high quality work, including the real time density capability to optimize compaction speed and quality.</p> <p>Kleemann crushers and screen offers a variety of technologies including, remote monitoring and set up with Spective Connect, innovative drive options including hybrid diesel-electric, safety technology, material flow &amp; management as well as control and overload systems.</p>
<p>44</p>	<p>Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>All products are sourced from five Wirtgen Group factories in both Germany and India. All factories meet ISO 14001:2015 certification standards and therefore have an effective Environmental Management System (EMS) that meets international standards for environmental performance and sustainability.</p> <p>Wirtgen milling machines with Mill Assist dynamically selects the ideal balance between milling performance and fuel consumption, while eco mode optimizes machine performance to reduce Co2 emissions, water usage, and pick wear.</p> <p>Voegele's new Dash 5 paver features improved efficiency, sustainability, and process automation. The improved EcoPlus emission-reduction package makes this paver noticeably quiet during operation, saves fuel and cuts CO2 emissions by up to 25%.</p> <p>The majority of WIRTGEN GROUP machines available today can be run sustainably on HVO (hydrotreated vegetable oil) and these non-fossil resources enable an effective and immediate reduction of emissions by up to 90%.</p> <p>Select Kleemann crushers have the option of diesel - electric hybrid drives which when connected to AC line power at a quarry or base site, deliver a more economical and environmentally friendly operation which reduces noise, energy costs and exhaust emissions</p>
<p>45</p>	<p>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>	<p>The Wirtgen Group, including its product brands Wirtgen, Vögele, Hamm, and Kleemann, maintains a third party verified ISO 14001:2015 Environmental Management System certification across its global manufacturing network. This certification applies to all equipment supplied in the United States and Canada and confirms compliance with international standards for environmental management, energy efficiency, resource conservation, and continuous emissions reduction improvements. Additionally, Hamm products carry an ISO 14001 verified eco label awarded for sustainable operations including geothermal energy systems and significant CO<sub>2</sub> reduction measures. These certifications represent the primary third party environmental qualifications covering Wirtgen Group solutions offered within North America.</p>

46	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>Wirtgen America maintains a strong presence in the U.S. market as a leading provider of heavy construction equipment and is widely recognized for its specialization in roadway paving and rehabilitation solutions. Our product portfolio supports a broad range of public-sector infrastructure applications, including road construction, maintenance, and rehabilitation projects, and is backed by an established nationwide dealer network that provides localized sales, service, and parts support.</p> <p>As a wholly owned subsidiary of John Deere, Wirtgen America benefits from the financial strength, operational discipline, and compliance framework of a global organization with extensive experience supporting governmental and public-sector customers. Through this relationship, Wirtgen America has access to John Deere Financial, one of the largest equipment finance organizations in the industry, offering flexible financing and leasing programs designed to align with public-sector procurement and budgetary requirements. These financing options are administered through authorized dealers and are subject to applicable approvals and governing regulations.</p>
47	<p>Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.</p>	<p>Wirtgen Group products sold throughout the United States and Canada offer a suite of ergonomic benefits including:</p> <ul style="list-style-type: none"> <li>• Fully enclosed, climate controlled comfort cabins</li> <li>• Noise and vibration reduction engineering</li> <li>• Ergonomically arranged controls and joysticks</li> <li>• Improved visibility and integrated camera systems</li> <li>• Reduced operator workload through machine automation</li> <li>• Clean, filtered air environments that reduce respiratory strain</li> </ul> <p>These ergonomic features improve operator comfort, reduce fatigue, and enhance both productivity and safety on the job.</p>
48	<p>Describe any high-visibility features such as lighting packages, camera systems, or mirrors with extended sightlines your equipment offers.</p>	<p>Wirtgen Group equipment sold in the USA and Canada incorporates extensive visibility enhancing technologies, including:</p> <ul style="list-style-type: none"> <li>• Multi camera systems with up to six external cameras</li> <li>• Multiple in cab monitors for simultaneous viewing angles</li> <li>• Panoramic comfort cabins with large glass visibility zones</li> <li>• Positive pressure air systems reducing dust and maintaining clear windows</li> <li>• Hydraulically adjustable cabins for improved line of sight</li> <li>• Ergonomically lit operator stations for nighttime operations</li> <li>• Design geometry optimized for direct sightlines to work areas</li> </ul> <p>These features work together to reduce blind spots, improve operational safety, and increase operator situational awareness.</p>
49	<p>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>	<p>Wirtgen Group equipment sold in the USA and Canada offers several safety critical features relevant to guarding, emergency response, and hazard avoidance:</p> <ul style="list-style-type: none"> <li>• Electrohydraulic emergency mode lifting systems (auto function for emergency control)</li> <li>• Fully enclosed, protected operator cabins that guard controls and restrict access</li> <li>• Multi camera visibility systems functioning as obstacle awareness aids</li> <li>• Positive pressure, filtered cabins to maintain visibility and operator focus</li> <li>• Machine designs with enhanced sightlines and adjustable operator stations for safer monitoring of moving components</li> </ul> <p>All combined, these systems offer robust layers of guarding, emergency response capability, hazard detection, and operator protection.</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 checked="" type="radio"/> Yes <input type="radio"/> No	John Deere is committed to supplier diversity. Each year, we submit a commercial plan to the General Services Administration (GSA) outlining our commitment to engage Women-Owned, Minority-Owned, Small Business Enterprises (WMBEs, SBEs), and other Minority Business Enterprises (MBEs) in support of our operations.
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
52		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Partner is West Side Tractor in 2023 received a national certification as a Women's Business Enterprise (WBE) from the Women's Business Enterprise National Council.
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Partner is Bravo, a service-disabled veteran-owned business.
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Partner is Bravo, a service-disabled veteran-owned business.
56		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	MBE, WBE, VBE, HUBZone Certification, LGBTBE, DBE
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.	Wirtgen America's available payment term is Net 30 Days for the US and Canada.

60	Describe any leasing or financing options available for use by educational or governmental entities.	<p>As a wholly owned subsidiary of John Deere, Wirtgen America has access to John Deere Financial, which provides a range of leasing and financing solutions for eligible customers. One such option is the John Deere Municipal Lease Purchase Plan, a low-rate financing program structured to offer the operational flexibility of a lease while allowing the customer to build equity toward ownership of John Deere equipment. Eligible participants may include state and local government entities, as well as their political subdivisions with taxing authority, subject to credit approval and applicable statutory requirements.</p> <p>In addition to municipal lease-purchase arrangements, John Deere Financial offers other leasing and financing programs designed for governmental, educational, and qualifying non-profit entities, subject to approval. Availability, terms, and conditions of all financing programs are governed by John Deere Financial policies and applicable federal, state, and local laws.</p> <p>All leasing and financing transactions are administered through the authorized local Wirtgen America dealer in coordination with John Deere Financial. Financing approval is independent of contract award and does not constitute a commitment to extend credit. The purchasing agency remains responsible for compliance with all applicable procurement, appropriation, and budgetary requirements. Upon execution of the applicable lease or financing agreement, the financing institution remits payment for the contract sales invoice within thirty (30) days. Wirtgen America does not provide financing directly and assumes no responsibility for the customer's financing eligibility, interest rates, repayment obligations, or ongoing compliance with financing terms.</p>	*
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.	<p>Refer to the attached zip file named Standard Transaction for examples for the following documents:</p> <p>WGS Quotation  Sales Order to the Customer (including terms and conditions)  Invoice to the Customer  Statement of Warranty  Start-up Registration / Machine Inspection Form</p> <p>These documents illustrate our standard processes for quoting, order fulfillment, invoicing, warranty coverage, and machine registration.</p>	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Wirtgen America does not accept procurement via P-cards.	*
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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Consistent with previous contracts, Wirtgen America applies standardized, model specific discounts to the current list prices. Complete commercial price pages, together with a detailed discount matrix defining applicable discount structures, are included in the bid response to support transparency, consistency, and evaluation.</p>	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Wirtgen - 18% Discount  Hamm - 20% Discount  Kleemann - 15% Discount  Vogeles - 18% Discount</p>	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	<p>5-7 machines receive 3% additional discount  8-14 machines receive 4% additional discount  15-30 machines receive 5% additional discount</p>	*

66	<p>Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.</p>	<p>Wirtgen America may offer “Sourced Goods,” which are items or services that fall outside the scope of the primary contract pricing. These items may also be referred to as non contract items, allied items, referral attachments, or dealer provided goods and services, depending on their nature and source.</p> <p>Non contract items include Wirtgen America–supplied, non factory components such as field kits, retrofit parts, and accessories intended for dealer installation. These items may appear on published price pages but are not included within the base contract pricing structure.</p> <p>Allied equipment refers to products manufactured by third party original equipment manufacturers (OEMs), such as cutting tools or wear components (e.g., Betek teeth), that are compatible with Wirtgen equipment but are not produced by the factory.</p> <p>Dealer provided goods and services may include, but are not limited to, attachments, additional parts, equipment setup, installation, inspection, preventative maintenance services, training, and extended warranty offerings. These items and services are supplied, installed, and supported by the authorized dealer and are not governed by factory pricing terms.</p> <p>These items are quoted by the Wirtgen America dealer and will appear on the quote alongside the contract item, clearly listed as “Dealer provide...”.</p>	*
67	<p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>Customer-Requested Non-Factory Goods/Services: These will be quoted directly by the dealer at the customers request.</p> <p>Set-Up and Installation Fees: Dealer-applied charges cover the cost of installing sourced goods and field attachments, ensuring proper operation. These fees are quoted by the dealer and are not part of this RFP.</p> <p>Pre-Delivery Inspection (PDI): Performed on all new machine purchases to verify fluid levels, system pressures, accurate operation, and cleaning prior to delivery. PDI costs vary by machine model and complexity and are quoted by the dealer.</p> <p>Taxes: Local taxes, if applicable, will be assessed.</p>	*
68	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>All shipments within the continental United States (CONUS) shall be FOB Destination, Pre Paid and Added, unless otherwise expressly stated in writing. Freight charges from the factory to the authorized dealer will be quoted as part of the sales process, and local delivery from the dealer to the end user’s designated location will be quoted separately. Freight and delivery costs are dependent upon point of origin, destination, carrier availability, and prevailing transportation conditions at the time of shipment.</p> <p>The buying agency is responsible for providing the complete and accurate delivery address for the end user at the time the quote is requested. Any changes to the delivery location after order placement may result in revised freight charges, delivery delays, or additional handling fees. If the buying agency elects not to utilize its nearest authorized equipment dealer, the preferred dealer must be clearly identified on the Purchase Order at the time of submission. All authorized equipment dealers operate within defined geographic coverage areas and cannot be selected arbitrarily; dealer assignments are subject to availability, territorial alignment, and service capability.</p> <p>Wirtgen America will make commercially reasonable efforts to deliver ordered equipment as expeditiously as possible. However, delivery timelines provided at the time of order are estimates only and do not constitute a guarantee. Actual delivery schedules may be affected by factors including, but not limited to, factory production volume, order configuration, logistics scheduling, carrier transit times, dealer installation, setup, inspection requirements, and final delivery coordination with the end user.</p> <p>In most cases, delivery occurs within approximately ninety (90) days of order acceptance; however, exceptions may occur based on the circumstances described above. Wirtgen America shall not be responsible for delays arising from transportation disruptions, carrier constraints, weather events, port congestion, regulatory requirements, or other conditions beyond its reasonable control. Risk of loss transfers in accordance with the applicable FOB terms, and acceptance of delivery shall be subject to standard inspection and commissioning procedures performed by the authorized dealer.</p>	*

69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As with shipments within the continental United States, factory to dealer freight and local delivery from the dealer to the end user will be quoted and invoiced, unless otherwise specified in writing. Freight charges are dependent on point of origin, destination, carrier availability, and prevailing transportation conditions at the time of shipment. Location specific transportation constraints—including, but not limited to, ocean freight, barge transport, inland waterway movements, port congestion, customs clearance, or regional carrier limitations—may impact transit times, routing, and final delivery schedules.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None noted that vary from what has previously been described. Should a request arise that requires further consideration, we will gladly review it for applicability.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	For sales processed through Wirtgen America, all quotes and corresponding purchase orders are subject to a formal compliance review by the Contract Administrator prior to order acceptance. This review confirms alignment with applicable contract terms, published pricing, discount structures, and program eligibility requirements. If discrepancies, deviations, or required adjustments are identified, a documented change request is initiated and must be reviewed and approved prior to submission of the factory order. For sales processed through Wirtgen America's authorized dealer network, the selling dealer is responsible for reviewing quotes and purchase orders for accuracy and compliance with the applicable contract terms. Dealers acquire machines at a contractually defined discount when selling under the program and are required to apply pricing in accordance with the published contract schedules. To reinforce pricing integrity and contract adherence, the Accounting Department conducts monthly spot checks of contract sales transactions. These reviews verify conformance with published pricing schedules, authorized discounts, and applicable contract provisions. In addition, on a quarterly basis, Wirtgen America receives a dealer settlement report, which is combined with in-house sales data. The consolidated report is reviewed, approved, and processed for sales reporting to Sourcwell and for payment of administrative fees.	*
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.	The quarterly sales report will be reviewed by Wirtgen America's top management to ensure accountability and identify growth opportunities. We maintain a list of requested quotes to monitor closure rates and follow up on all lost sales to determine areas for improvement to achieve our market share goals for construction equipment and compact construction equipment in the governmental segments. Additionally, we plan to conduct quarterly performance reviews with Sourcwell Account Managers to strengthen collaboration and optimize contract success.	*
73	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The proposed Administrative Fee will be payable to Sourcwell 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.	We propose a 0.5% administrative fee, applicable only to the equipment's contract selling price (calculated as the list price of equipment on contract reduced by the contract discount percentage). Incidental items, non-factory goods, and dealer-provided goods and services (all items not priced or discounted by the contract) will be excluded from this calculation. This process has proven effective in the past for accurately reporting nationwide dealer sales activity and ensuring timely payment of administrative fees.	*

**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.	Wirtgen America is utilizing Sourcwell as our primary tool for municipal purchasing, ensuring streamlined procurement and compliance with cooperative purchasing standards. We will continue to use our best available discount structure to support this 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.	<p>WIRTGEN is the global leader in road construction technology with a complete range of machines and plants, perfect for North America. From mining and milling to paving, compaction, and rehabilitation, Wirtgen Group's complete range of machines and plants are smart, safe, and sustainable, consistently delivering the highest quality and the lowest total cost of ownership, across the road construction process chain.</p> <p>Cold Milling Machines: industry-leading, designed to remove asphalt and concrete road surfaces in precise layer-by-layer passes for road rehabilitation. The utilization of cutting drums, conveyor systems, and intelligent, automated controls create level surfaces, enhance efficiency, and reduce dust.</p> <p>Cold Recyclers: Mill existing pavement and mix binders such as foamed bitumen into granulated material. For soil stabilization, recyclers incorporate lime or cement into moist soils to improve load-bearing capacity creating a new, high-strength base layer, reducing material transport needs, costs, and environmental impact.</p> <p>Slipform Pavers: Advanced, high-precision, seamless concrete paving of roads, highways, runways, and monolithic profiles like curbs or gutters.</p> <p>VÖGELE offers a complete range of high-range performance pavers, screeds, and feeders and is recognized as the world market leader in asphalt paving technology.</p> <p>SUPER Series Pavers: Feature practical machine dimensions, large paving widths, high compaction performance, precision engineering, innovative technology, and outstanding mobility for maximum efficiency and reliability.</p> <p>HAMM is the roller specialist and No. 1 in asphalt compaction, delivering high load-bearing capacity with maximum productivity and quality for road construction, earthwork, and landscaping.</p> <p>Compactors: Available in models from 5 to 25 tons with smooth, padfoot, and VC crusher drums providing superior stability, safety, and compaction quality.</p> <p>HD CompactLine Series: Ideal for small road construction and landscaping sites, offering maneuverability and economical compaction in tight spaces. Known for excellent visibility, easy, language-neutral operation, and high compaction power.</p> <p>HD+ Series: Designed for large asphalt surfaces with superior compaction quality and visibility, featuring the intuitive Easy Drive operating concept.</p> <p>HP Series Rubber-Wheeled Rollers: Provide flexible ballast design and excellent operator comfort for asphalt compaction.</p> <p>H CompactLine and H Series: All-rounders for earthwork applications, combining powerful gradeability, easy operation, and advanced exhaust technology.</p> <p>KLEEMANN specializes in mobile crushing and screening plants for natural stone and recycling applications, characterized by their high quality and availability, simple operability and impressive versatility.</p> <p>MOBICAT Jaw Crushers: For pre-crushing almost all natural stone and recycling materials, focusing on efficiency and environmental responsibility.</p> <p>MOBICONE Cone Crushers: Deliver top-quality cubic grain sizes in secondary and tertiary crushing stages, ideal for hard and abrasive stone.</p> <p>MOBIREX Impact Crushers: Designed for soft to medium-hard stone and recycling, ensuring high-quality aggregates for concrete and asphalt.</p> <p>MOBISCREEN Screening Plants: Versatile classifying and scalping screens with multiple deck options for varied applications and grain sizes.</p>

76	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Small Milling machines            Models: W35XRi, W50 Ri, W60 Ri, W100 Ri, W120Ri            Compact Milling machines:            Models: W100Fi, W120Fi, W120FTi, W130Fi, W150Fi            Large Milling machines:            Models: W200 Hi, 200Fi, 207Fi, W210XF, W220XF, W250XF            Cold Recyclers and Soil Stabilizers:            Models: WR200X, WR240X, WR250X            Tractor towed Soil Stabilizers:            Models: WS250            Slipform Pavers            Models: SP25i, SP33            Binding Agent Spreader            Models: SW 218TC, SW 422MC, SW D22MC            VÖGELE - SUPER Series            Mini class            Models: SUPER 800-5P, MINI 500            Compact class            Models: SUPER 1300-3i            Universal class            Models: SUPER 1700-3i, SUPER 1703-3i            Highway class            Models: SUPER 2000-3i, SUPER 2003-3i            HAMM            Articulated tandem rollers of the HD CompactLine Series            Models: HD 8, HD 9, HD 10C, HD 10, HD12, HD13, HD14            Articulated tandem rollers of the HD+ Series            Models: HD+ 70i, HD+ 80i, HD+ 90i, HD+ 110i, HD+ 120i, HD+ 140i            Articulated tandem rollers of the HX+ Series            Models: HX+ 70i, HX+ 90i            Rubber-wheeled rollers of the HP Series            Models: HP 100i, HP 180i, HP 280i            Pneumatic-tire rollers of the H CompactLine Series            Models: HD 14i TT            Compactors of the HC Series            Models: HC100, HC120, HC130, HC140, HC160, HC180, HC200, HC 250            Compactors of the HC CompactLine Series            Models: HC 50, HC 70            Trench Roller            Model: HTC15            KLEEMANN            Mobile jaw crushers            Models :MOBICAT MC 100i EVO, MOBICAT MC 110i EVO,            MOBICAT MC 120i PRO            Mobile cone crushers            Models: MOBICONE MCO 110i PRO, MOBICONE MCO 90i            EVO            Mobile impact crushers:            Models: MOBIREX MR 100 NEO, MOBIREX MR 110i            MOBIREX MR 130 PRO, MOBIREX MR            130i EVO            Mobile screening plants            Models: MOBISCREEN MSS 502i EVO, MOBISCREEN MSS            802i EVO, MOBISCREEN MSS 1102 PRO, MOBISCREEN MSC 702 EVO,            MOBISCREEN MSC 703 EVO, MOBISCREEN MSC 952 EVO, MOBISCREEN MSC            953 EVO            Portable Stockpile Conveyors:            Models: MOBIBELT MBT 20, MOBIBELT MBT 24</p>
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**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
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77	Asphalt pavers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mini Class • MINI 500 • SUPER 800-5 P Compact Class • SUPER 1300-3i Universal Class • SUPER 1700-3i • SUPER 1703-3i Highway Class • SUPER 2000-3i • SUPER 2003-3i	*
78	Screeds	<input checked="" type="radio"/> Yes <input type="radio"/> No	Extending Screeds • AB 220 • AB 135 • AB 340 • VF 500 • VF 600 • VR 600	*
79	Distributors	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
80	Loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Small Milling Machines • W 35XRi • W 50 Ri • W 60 Ri • W 100 Ri • W 120 Ri Compact Milling Machines • W 100 Fi • W 120 Fi • W 120 FTI • W 130 Fi • W 150 Fi Large Milling Machines • W 200 Hi • W 200 Fi • W 207 Fi • W 210 XF • W 220 XF • W 250 XF	*
81	Steel-wheeled and pneumatic tire rollers	<input checked="" type="radio"/> Yes <input type="radio"/> No	HD 14i TT HP 100i HP 180i HP 280i	
82	Wideners	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vogele Pavers • Mini Class • Compact Class • Universal Class • Highway Class	
83	Tack distributors	<input type="radio"/> Yes <input checked="" type="radio"/> No		
84	Cold planers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wirtgen Cold Milling Machines • Small milling • Compact milling • Large milling	
85	Compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	HC CompactLine series • HC 50i – 70i HC Series • HC 100i – 120i • HC 100i G – 130i CP • HC 130i – 160i • HC 180i – 250i	*
86	Concrete mixers, and gunite or shotcrete delivery equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No		

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 checked="" type="radio"/> No	Wirtgen America operates the Center for Training and Technology (CTT) at its North American campus-a dedicated 38,000-square-foot facility supporting both dealers and end users. The CTT delivers structured courses in machine operation, technical service, applications, parts, and sales, all designed to promote safe operation, proper maintenance, and efficient use of Wirtgen Group equipment. Featuring multiple classrooms, hands-on labs, a four-bay training shop, and a five-acre outdoor test track, the CTT provides year-round, practical instruction in real and controlled environments. Training programs incorporate machine operation, machine service, and parts education, helping participants build skills, improve efficiency, and reduce downtime. Training fees vary based on course content, duration, and delivery format.
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**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**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](#) - 2026 Price File for Wirtgen America.zip - Friday February 20, 2026 13:44:05
- [Financial Strength and Stability](#) - 2025-Deere-Company-Annual-Report.pdf - Thursday February 05, 2026 09:10:36
- [Marketing Plan/Samples](#) - John Deere business-impact-report-2025.pdf - Tuesday February 10, 2026 11:14:21
- [WMBE/MBE/SBE or Related Certificates](#) - Certificates ISO.zip - Friday February 06, 2026 12:15:19
- [Standard Transaction Document Samples](#) - Standard Transaction.zip - Friday February 06, 2026 12:15:40
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Additional Documents.zip - Wednesday February 25, 2026 13:52:02

## 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. - Sandy Draper, Director, Inside Sales Operations, Wirtgen America, Inc.

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<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