

**Solicitation Number: RFP #060122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ST Engineering LeeBoy, Inc., 500 Lincoln County Pkwy. Ext., Lincolnton, NC 28092 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Paving Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 1, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.



E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. 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 and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *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, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. 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.
- b. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

*4. Termination.* Upon the termination of this Contract 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.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their 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 Contract 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. **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 be in compliance with all applicable Davis-Bacon Act provisions.

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

D. 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 contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. 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 Contract will comply with applicable requirements as referenced above.

F. 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.

G. 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).

H. 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.

I. 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.

J. 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.

K. 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 Contract 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.

L. 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.

M. 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.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an 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 Contract or any purchase by an authorized user.

O. 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 Contract or any purchase by a Participating Entity.

P. 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.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.

R. 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.

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

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

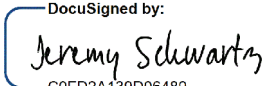
## **22. CANCELLATION**

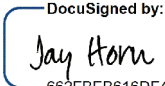
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

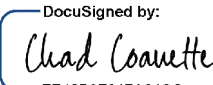
Sourcewell

ST Engineering LeeBoy, Inc.

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/29/2022 | 12:57 PM CDT

DocuSigned by:  
  
By: 662FBEB616DF419...  
Jay Horn  
Title: CFO  
Date: 8/3/2022 | 4:08 PM CDT

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 8/3/2022 | 8:35 PM CDT

# RFP 060122 - Roadway Paving Equipment

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## Vendor Details

Company Name: LeeBoy  
Address: 500 lincoln county Pkwy ext  
lincolnton, North Carolina 28092  
Contact: Bryce Davis  
Email: davisbl@leeboy.com  
Phone: 980-525-6002  
HST#:

## Submission Details

Created On: Tuesday April 19, 2022 09:07:25  
Submitted On: Friday May 27, 2022 12:55:08  
Submitted By: Bryce Davis  
Email: davisbl@leeboy.com  
Transaction #: 14cecec9-2012-4daa-9fe9-326f546d0a18  
Submitter's IP Address: 216.75.248.20

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**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).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	ST Engineering LeeBoy, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	LeeBoy, Rosco, LeeBoy Performance
4	Provide your CAGE code or Unique Entity Identifier (SAM):	LeeBoy does not need a CAGE code nor a Unique Entity Identifier. However, LeeBoy's carries a DUNS number (09-125-6297) for federal government use.
5	Proposer Physical Address:	500 Lincoln County Pkwy Ext, Lincolnton, NC 28092
6	Proposer website address (or addresses):	<a href="https://www.leeboy.com/">https://www.leeboy.com/</a>
7	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 and, in the event of award, will be expected to execute the resulting contract):	Jay Horn, CFO, 500 Lincoln County Pkwy Ext., Lincolnton, NC 28092, <a href="mailto:jay.horn@leeboy.com">jay.horn@leeboy.com</a> , 704-966-3317
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Deanna Saunders, Inside Sales, 500 Lincoln County Pkwy Ext., Lincolnton, NC 28092, <a href="mailto:deanna.saunders@leeboy.com">deanna.saunders@leeboy.com</a> , 704-966-3371
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lee Huss, Sales Engineer, 500 Lincoln County Pkwy Ext., Lincolnton, NC 28092, <a href="mailto:lee.huss@leeboy.com">lee.huss@leeboy.com</a> , 704-966-3329

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>B.R. Lee Industries, Inc. (LeeBoy) was founded in 1964 in Denver, North Carolina, by B.R. Lee. Over the past 58 years Leeboy has dedicated itself to have the best value available for road maintenance equipment. In 1970, LeeBoy evolved from its successful pull-type paver design to its first self-propelled tilt-hopper. B.R. Lee and his family continued the tradition of quality and innovation that the commercial paving contractors had come to count on. In the 1980's Leeboy expanded its product line to include rollers, graders, asphalt maintainers, and trailer-mounted asphalt distributors to create an all-encompassing paving product package. Then, the LeeBoy product grew with the innovation of the 8500 asphalt paver series which included the industry leading legend screed system. In 2001, Exponential growth continued with the purchase of Athey force feed loaders and the Rosco road maintenance products. Giving LeeBoy the greatest lineup of paving, grading, and road maintenance equipment in the road construction industry.</p> <p>LeeBoy's sales team of individuals have a collective 100 plus years of industry experience with the objective to address not only the machinery but the customers as well. With all the experience and passion given LeeBoy delivers what the customer expects. The most important goal for LeeBoy is to uphold its worldwide reputation of providing quality products to every customer at the best value available.</p> <p>The LeeBoy vision is fueled by listening to those who can provide the most candid feedback. LeeBoy will always provide paving contractors with simple, functional, affordable, and reliable equipment. All built with the paving professionals in mind.</p>

11	What are your company's expectations in the event of an award?	In the event LeeBoy receives an awarded contract this will be our number one sales tool in driving our municipality sales in both the United States and Canada. LeeBoy will continually educate both LeeBoy's territory managers and LeeBoy's authorized dealerships. We have a national accounts manager that will make sure our product, parts, and services surpass all Sourcewells expectations.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	LeeBoy's financial report and credit references are attached. The financial report includes financial highlights, director's statements, independent auditors report, consolidated income statement, balance sheets, and statements of changes in equity.	*
13	What is your US market share for the solutions that you are proposing?	LeeBoy holds the number one commercial class asphalt paving market in the United States. LeeBoy's commercial market share has always ranged from 50% up to 70%-year end and out.	*
14	What is your Canadian market share for the solutions that you are proposing?	LeeBoy's Canadian market share for commercial class asphalt pavers has always been around 50%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, LeeBoy has never petitioned for bankruptcy protection in our 58 years of being in business.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	LeeBoy is best described as manufacturer of road maintenance and paving equipment. LeeBoy offers over 30 unparalleled road maintenance paving equipment. LeeBoy's dealers are thriving self-governing businesses that are in both North America and Canada. Each dealership has a LeeBoy territory manager that keeps the dealers up with the latest products and sales tools. Our dealerships help deliver products to any contractor or municipality.	*
17	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.	LeeBoy is not required to hold any licenses or certifications to pursue business contemplated by the RFP. However, LeeBoy has an ISO 9001 certification that ensures our products and services exceeds the necessary standards and demonstrates continuous improvements. Also, LeeBoy holds a truck dealer license in order to sale our distributor trucks to our end users.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There have been no "Suspension or Debarment."	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>There are too many awards to list over the past five years. Below are just a few of our awards that were awarded to LeeBoy.</p> <p>Contractor's choice awards by roads and bridges media. For five consecutive years we have been awarded the small asphalt paver class award along with a few other awards.</p> <ul style="list-style-type: none"> <li>• 2016 Asphalt pavers –small</li> <li>• 2017 Asphalt paver small</li> <li>• 2018 Asphalt paver small</li> <li>• 2019 Asphalt paver small</li> <li>• 2020 Asphalt paver small</li> <li>• Asphalt screed</li> <li>• Road patching</li> <li>• Motor grader</li> <li>• Concrete curb and gutter</li> </ul> <p>Asphalt contractor magazine has chosen the top 30 editor's choice award. Products have been tested by end users that say they cannot work without these machines. During this 5-year period we have been awarded on the pavers below.</p> <ul style="list-style-type: none"> <li>• 8530 Asphalt paver</li> <li>• 8515E Asphalt paver</li> <li>• 5300 Asphalt paver</li> </ul> <p>LeeBoy has several awards regarding the factory and the community.</p> <ul style="list-style-type: none"> <li>• Three consecutive years of NC Department of Safety Achievement.</li> <li>• American Cancer Society "Relay for Life"- top funding team.</li> <li>• Association of Equipment Manufacturers "I Make America"- Recognition of outstanding contribution to the people and communities of the equipment manufacturing industry.</li> <li>• ST Engineering "President Award"- Most outstanding financial achievement.</li> </ul>
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 30-35% of LeeBoy's sales are to government sectors in the past 3 years.
21	What percentage of your sales are to the education sector in the past three years	Approximately 2-5% of LeeBoy's sales are to educational sectors in the past 3 years.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	LeeBoy primarily uses the Sourcewell contract as our one and only way to promote municipalities. LeeBoy used the STS contract for one state until they transferred to the Sourcewell contract. Several of LeeBoy's dealers hold various contracts to help promote municipality's sales, but their primary way to acquire municipalities is through Sourcewell.
23	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?	LeeBoy no longer holds any GSA contracts. Five years ago, the contract expired, and we made the decision to only use the Sourcewell contract.

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Los Angeles	Joe Castaletta	323-526-9204
Holmes County	Andy Tharpe	850-326-2423
DE Department of Transportation	George Unkle	302-760-2407



**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Stephens County District 1	Government	Oklahoma - OK	Road Work	Two Machines	\$239,938.75	*
Lea County	Government	New Mexico - NM	Road Work	Two Machines	\$600,000.00	*
Gibson County	Government	Tennessee - TN	Road Work	One Machine	\$235,396.00	*
El Dorado County	Government	California - CA	Road Work	One Machine	\$258,524.00	*
City of Portland	Government	Oregon - OR	Road Work	One Machine	\$221,582	*

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
26	Sales force.	LeeBoy sales force includes a combined effort of sales and field team members, inside sales team, and the marketing department. The sales and marketing team has 13 current members. Out of the 13 members LeeBoy's territory managers consist of 9 members. These nine territory managers help manage all 51 United States and Canada dealerships. Each dealership has multiple locations in the surrounding area and states. LeeBoy's territory managers are responsible for building not only dealer relationships but customer relationships as well. They will educate, advise, and support any contractor or municipality not only during the sale, but after as well.
27	Dealer network or other distribution methods.	LeeBoy has a prestigious dealer network that is vital to the success of our company. We currently have 55 dealers with a total sales force of 500 plus in the field promoting LeeBoy. Our authorized dealerships have a LeeBoy territory manager that assists in all contractor and municipality sales.
28	Service force.	LeeBoy's service team has 26 current members with a mix of inside and outside team member. These members work with our dealer network servicing and supporting all our products and customers. Our product support representatives help assist both the end users and the dealer technicians. LeeBoy's dealer network has 55 current dealers with well over 800 service members in the field supporting and providing parts. The service team preforms rebuilding existing equipment and assisting the end user to be productive and profitable. LeeBoy has a rapid response team that is available all day and night.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Whenever a contractor or municipality wants to place an order through Sourcewell. The municipality should contact their local LeeBoy dealer. The dealer will then contact LeeBoy's territory manager for a quote. Once the quote is completed by the proper inside sales representative. The quote will then be sent back to both the territory manager and the dealer. Whenever the contractor or municipality accepts this quote, it will then be sent back to LeeBoy to process the order.
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.	LeeBoy's dealer network should be able to respond to any need within twenty-four hours if not sooner. If a complication occurs on a machine which results in a manufacturing defect LeeBoy will cover the cost of within our two-year machine warranty. LeeBoy supports product training, troubleshooting, online diagnostics, and parts. LeeBoy assist dealer network with both the territory managers and product support representative.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	LeeBoy will provide all products and services to all 50 states in the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	LeeBoy will provide all products and services to Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	LeeBoy will support any geographical region in the United States and Canada. There are no limitation serving sourcewell members.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	LeeBoy is honored to serve all Sourcewell members within the United States and Canada.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no requirements or restrictions when serving Sourcewell members in Hawaii and Alaska. LeeBoy has local dealers in both states to support both contractors and municipalities.

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	LeeBoy is involved in an average of 7 national trade shows a year along with local trade shows with all Dealers totaling as many as 100 shows a year. Promotional and Marketing items used but not limited to, Equipment Brochures, Ad's, website (www.LeeBoy.com), Facebook, Twitter, Linked In, Instagram, YouTube, Webinars, signage, dealer open house events, dealer demo events, LeeBoy university training classes and sales school, and promotional sales and marketing videos. see link for Sourcewell video. <a href="https://www.youtube.com/watch?v=XBxNQ183ZKE&amp;t=27s">https://www.youtube.com/watch?v=XBxNQ183ZKE&amp;t=27s</a> Please see uploaded Form "A #36 Marketing Examples" to analyze how LeeBoy promotes the Sourcewell contract.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	LeeBoy currently has 1 website, www.LeeBoy.com. We work to make improvements and updates constantly to help the customer educate themselves about the product offerings like adding resources and videos. Our websites have links to Sourcewell and tools to help educate about the benefits of this tool. Facebook will be utilized to help with the social media aspect. LeeBoy is committed to stay on top of the latest technology.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	In the event of an awarded contract LeeBoy recognizes Sourcewell as a partnership rather than relying on Sourcewell to promote our products. However, LeeBoy immensely appreciates Sourcewell's marketing presence. We will continue to use Sourcewell's marketing material to promote all government, educational, and not-for-profit contract along with rental contracts as well. Continually uplifting our sales force to utilize Sourcewell. We will continue to educate our sales force and how to utilize Sourcewell and the available tools. LeeBoy has been selling equipment through Sourcewell for 16 years. During this time LeeBoys territory managers and dealers have gained a substantial amount of knowledge regarding Sourcewell. One of our goals is to make it easier for the end user to do business with LeeBoy. The other goal is to continually educate the end user and the dealerships about Sourcewell through sales schools, dealer events, and customer events.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	LeeBoy does not offer an e-procurement ordering process. LeeBoy's customers have different needs depending on the geographical region. This creates customization of equipment to satisfy their needs. Nevertheless, we use an e-quote for efficiency. However, LeeBoy is always looking for new ways to update our ordering and payment processes through technology.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	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.	Once a machine is purchased and the product is delivered, we offer operator training on every sale. With this training we will have either a LeeBoy territory manager or a LeeBoy rapid response personnel on the job to discuss safety and proper methods for application and operations of the machinery. During this training we will start with the overview and safety of the machine. Then the setup of the machine followed by the startup of the machine and go through the basic operations and best practices. In closing, we will discuss the proper maintenance required to maintain the equipment for the best long-term value of the equipment.
41	Describe any technological advances that your proposed products or services offer.	LeeBoy is a market leader in the commercial class pavers for well over 25 years. During this time, we have always been on the leading edge with innovation and technology improvements. We have reduced the amount of energy required to maintain the screeds heat through an automatic temperature-controlled device. Remote monitoring (Telemetric) is available to monitor how the machine is performing and determines when your machine needs maintenance. We have a wireless self-loading brush for the NV55 broom. A hot oil system installed on a distributor truck that reduce the amount of time to apply bitumen and creates less wear on the pump. Centralized manifold for ease of access and maintenance, and a wireless in truck controls for ease of operation on our tack tanks.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At LeeBoy we are committed to creating a better world. We have taken the initiative to continually develop products with fewer emissions. Since 2013 our overall waste reduction is 65%. Below are some actions that LeeBoy took upon itself to reduce waste and emissions at the factory.</p> <ul style="list-style-type: none"> <li>• Purchased solvent recycling system for paint operations.</li> <li>• Purchased more efficient paint control system.</li> <li>• Improvements to product life cycle.</li> <li>• Hundreds of recycling containers throughout production and offices.</li> <li>• Recycled scrap metal</li> <li>• Recycled oil</li> <li>• Recycled cardboard</li> <li>• Recycled batteries</li> <li>• Recycled computers</li> <li>• Collection of aerosol cans for proper disposal.</li> <li>• Replacing all lighting will LED bulbs.</li> <li>• Purchased water treatment plant to clean our wastewater.</li> </ul> <p>ST Engineering has reduced greenhouse gasses by 71% in ten years. We are on track to reduce another 70% in the next ten years.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>LeeBoy proudly holds an ISO 9001: 2005 - ASQ/ANSI/ISO 9001:2015 certificate. The scope of this certificate is the Design and Manufacturing of:</p> <ul style="list-style-type: none"> <li>• Construction Equipment</li> <li>• Maintenance Equipment</li> <li>• Specialty Vehicles</li> </ul> <p>One example for the ISO 90012015 is ISO code Number 20 / 18 / 15: Certified cleanliness of new hydraulic oil straight from the manufacturer.</p> <p>LeeBoy has an NEC permit for the discharge of water, and an air permit from NC Department of Environmental Quality.</p>
44	Describe 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 of certification (as applicable) in the document upload section of your response.	<p>Monroe Tractor is one of our authorized dealers, which is a woman owned business. We have several small business dealers, along with several veteran owned dealers.</p> <p>A few of our veteran owned businesses are:</p> <ul style="list-style-type: none"> <li>• Mid-South Machinery</li> <li>• Nixon-Egli Equipment</li> <li>• ROMCO Equipment</li> <li>• Closner Equipment</li> <li>• ASCO</li> <li>• Founder of McLean Company</li> <li>• Founder of Hoffman</li> <li>• Founder of Richmond Machinery</li> <li>• Founder of Allied Machinery</li> <li>• Founder of PAPE Machinery</li> </ul> <p>At LeeBoy we have an Affirmative Action Plan. This is used to focus heavily on the recruitment of women, minorities, and veterans.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>LeeBoy has many unique attributes that are not only offered with our products but our services as well. We believe in providing equipment with the best overall value available. Always leading the way with quality and innovation for over 58 years.</p> <ul style="list-style-type: none"> <li>• Having a dealer network with sales, parts, and local service support in all 50 states and in all of Canada.</li> <li>• We have one of the largest sales and production support team in the field of any of our competitors.</li> <li>• Product warranty are unlimited hours, no restrictions during the time of warranty. Our warranty is based on the initial date of service. With unprecedented industry leading two full years of warranty protection for the end user.</li> <li>• Our products are designed and built with the operator in mind for the ease to operate and maintain the equipment.</li> <li>• We offer end users product service training in the winter and spring across the country in various locations each year. This includes customer maintenance and operation training along with helpful tips and best practices. The training is an open forum base where if specific questions or concerns arise it can be addressed at this time. LeeBoy offers this training year around online.</li> <li>• LeeBoy has the best return on investment in the commercial class asphalt paver market. With all our other niche products LeeBoy supports the municipality customers for the life of the machine from any local dealership, and on second to none 24/7 dealer factory support.</li> </ul>

**Table 9A: Warranty**

Describe in detail your manufacturer 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 in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Yes. Warranty document is attached in the uploaded section.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. the warranty is not restricted on hour usage. LeeBoy warrants any defect in the machine when the machine is used as properly designed. Please refer to the uploaded warranty document for more information.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty for repair on machines with less than fifty hours in service will have a factory trained service representative. The service representative will be reimbursed at a rate of \$2.00/mile maximum of 100 miles and three hours maximum shop rate.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No geographical restrictions. All areas are covered by local LeeBoy authorized dealerships in the United States and Canada.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	LeeBoy warrants all parts manufactured or installed by LeeBoy except for any engines, truck chassis, or tires. Which in return is covered by the engine, truck, and tire manufacturer.
51	What are your proposed exchange and return programs and policies?	LeeBoy has no set policy for exchange or returns. However, LeeBoy has always stood behind what we build. Our product will be free of defects. In the event they are not free of defects LeeBoy will take precise actions to mend the defect.
52	Describe any service contract options for the items included in your proposal.	LeeBoy offers an extended warranty program through Glynn General if requested by the customer or dealership. The extended warranty will cover another one to three years on top of LeeBoy's factory warranty.

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	If a manufacturing defect in factory supplied materials or factory workmanship is found and the authorized LeeBoy dealer ("Dealer") is notified during the warranty period, LeeBoy will be responsible for repairing or replacing any part or component of the unit or part that fails to conform to the warranty during the warranty period. See uploaded warranty document for more information. LeeBoy's dealership may have additional performance standards or guarantees that apply on top of LeeBoy's warranty.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	LeeBoy affiliates directly with dealerships, which in return the dealerships deal directly with the end user. Therefore, each policy, metric, and KPI regarding service standards and guarantees will vary depending on which local LeeBoy dealership the Sourcewell member uses. LeeBoy's territory manager and rapid response team will always be there to help any end user.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Terms of sale to our dealer network will be net 30 days. LeeBoy's dealers will normally handle the terms to the end user.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	LeeBoy uses a third-party financial organization which is proud to offer Sourcewell members financing and leasing options. Finance can be used with new, used, and rent to own equipment. In the document upload section, you will find our dealer rental program.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	LeeBoy's standard transaction document is uploaded in the document upload section.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Currently we do not accept the P-card.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
59	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.	LeeBoy is offering a discounted price from our published prices. Refer to "2022 LeeBoy's Sales Discount" for further information.
60	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.	Sourcwell's discounted price will be 10% off LeeBoy's list price and rental equipment.
61	Describe any quantity or volume discounts or rebate programs that you offer.	LeeBoy' offers the best price available for individual machines. Therefore, our products are rarely bought in volume.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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.	Leeboy has many standard and non-standard items that are listed with the price sheet. In the event the end user wants to purchase an open market or nonstandard option that is not on the price sheet. LeeBoy will quote the option to the dealer on each request.
63	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.	Everything is spelled out and included in our quote. Some dealers add local freight, PDI, and extra warranty. This will be included and there will be no hidden costs.
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	When LeeBoy quotes one of its products to a Sourcwell member there is a freight charge that is good for 10 days. If they do not accept the quote within the 10-day time frame LeeBoy will issue another quote with a new freight charge. Once it is at the dealership the Sourcwell member can either choose customer pick-up, or the dealer can deliver it with an additional freight charge.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight for Hawaii, Alaska, and Canada has an additional dealer freight charge. Additional freight charges will be discussed between the dealer and the Sourcwell member.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	LeeBoy's dealers have a wide range of LeeBoy products on their lot at any given time. The sourcwell member can visit their local LeeBoy dealer to examine our products. Depending on the product size and weight can affect the price on freight charges. LeeBoy dealerships have stock machines on their lot that any sourcwell member can purchase.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	



**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	LeeBoy has an internal sales self-audit annually. During this audit we will review all the Sourcewell contracts that LeeBoy has quoted. LeeBoy's second audit process is the cooperate audit. We hire a professional firm (example: PWC) to audit out documents annually.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One-way LeeBoy tracks its success is by creating a list for each quote daily until quotes are either accepted or closed out. This will be stored in a document and sent out quarterly and yearly. The document is examined in our bi-weekly sales meeting as well. This document not only helps us track our success but helps LeeBoy improve success with municipalities through the Sourcewell contract.
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	LeeBoy proposes an administration fee of 1% for order process of our company's equipment sold through the Sourcewell contract. This fee does not pertain to freight or pre-delivery inspections.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	LeeBoy's is offering all or our market leading product lines. This includes all LeeBoy's highway, commercial, and governmental equipment. Our products consist of 11 different Asphalt Pavers, three different Tack Tanks, three Motor Graders, five different Brooms, three different Max Distributor trucks with six different rated capacities on each Distributor truck, two different Road Wideners, one Force Feed Loader, one Patcher truck, and one Chip Spreader. For a total of 30 products with a chance of more in the future. Also, LeeBoy offers all the product support and training that is required to back all the equipment.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Paver:</p> <ul style="list-style-type: none"> <li>• Wide Conveyor Pavers</li> <li>• Narrow Conveyor Pavers</li> <li>• Tilt Pavers</li> </ul> <p>Broom:</p> <ul style="list-style-type: none"> <li>• Front Mount Brush</li> <li>• Center Mount Brush</li> <li>• Three Wheel Broom</li> </ul> <p>Skid or trailer mounted Tack Tanks:</p> <ul style="list-style-type: none"> <li>• 150 Gallon Tank</li> <li>• 300 Gallon Tank</li> <li>• 600 Gallon Tank</li> </ul> <p>Distributor Truck with several different tank sizes:</p> <ul style="list-style-type: none"> <li>• Maximizer 2- 12' Spray Bar</li> <li>• Maximizer 3- 16' Spray Bar</li> <li>• Maximizer 4- 24' Spray Bar</li> </ul>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
73	Asphalt pavers, screeds, distributors, and loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our asphalt pavers, distributors, and loaders can be configured in several different ways to provide the perfect product to our end user.
74	Steel-wheeled and pneumatic tire rollers	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
75	Wideners, tack distributors, cold planers, and compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Except for planers and compactors. LeeBoy's Wideners and tack distributors can be configured in several different ways to provide the perfect product to our end user.
76	Concrete mixers, and gunite or shotcrete delivery equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
77	Other	<input checked="" type="radio"/> Yes <input type="radio"/> No	The additional equipment that is added to the Sourcewell contract is our Brooms, Motor Graders, Patcher Truck, and Chip Spreader. All the equipment can be configured in several different ways to provide the perfect product to our end users.

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 78. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

## 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](#) - Sourcewell 2022 Current Pricing Rev 5.24.2002.pdf - Wednesday May 25, 2022 11:11:51
- [Financial Strength and Stability](#) - ST Engineering Annual Report 2020.pdf - Wednesday May 18, 2022 14:15:14
- [Marketing Plan/Samples](#) - Form A #36 Marketing Examples\_Final 5.2022.pdf - Wednesday May 18, 2022 14:21:45
- [WMBE/MBE/SBE or Related Certificates](#) - New York State WBE Certificate for Monroe Tractor Implement Co. Inc\_.pdf - Wednesday May 18, 2022 14:21:56
- [Warranty Information](#) - Two\_Year\_Warranty\_Statement\_for\_Customers (1).pdf - Wednesday May 18, 2022 14:22:06
- [Standard Transaction Document Samples](#) - Standard Transaction Document.pdf - Wednesday May 18, 2022 14:22:30
- [Upload Additional Document](#) - Sourcewell Additional Documents.pdf - Wednesday May 18, 2022 14:28:13

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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 or the Canadian 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. - Jay Horn, Chief Financial Officer, ST Engineering LeeBoy, 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 contractual obligations contemplated in the bid.

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_4_Roadway_Paving_Eqpt_RFP_060122</b> Tue May 24 2022 04:31 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Roadway_Paving_Eqpt_RFP_060122</b> Thu May 19 2022 09:01 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Roadway_Paving_Eqpt_RFP_060122</b> Fri April 29 2022 04:09 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Roadway_Paving_Eqpt_RFP_060122</b> Fri April 15 2022 03:54 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1  
TO  
CONTRACT # 060122-VTL**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **ST Engineering LeeBoy, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Roadway Paving Equipment to Sourcewell and its Participating Entities, effective August 3, 2022, through August 1, 2026 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

Section 18. Insurance–Subsection A. Requirements– Item 5. Network Security and Privacy Liability Insurance of the Contract is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

**Sourcewell**

**ST Engineering LeeBoy, Inc.**

DocuSigned by:  
*Jeremy Schwartz*  
By: \_\_\_\_\_  
Jeremy Schwartz, Director of Operations/CPO

DocuSigned by:  
*Jay Horn*  
By: \_\_\_\_\_  
Jay Horn

Date: 10/2/2023 | 9:37 AM CDT

Title: CFO

Approved:

Date: 10/2/2023 | 8:54 AM CDT

DocuSigned by:  
*Chad Coauette*  
By: \_\_\_\_\_  
Chad Coauette, Executive Director/CEO

Date: 10/2/2023 | 9:40 AM CDT