

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cemen Tech Inc., 1700 N. 14th St., Indianola, IA 50125 (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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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 Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell 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 Sourcewell 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 Sourcwell 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 Sourcwell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcwell 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 Sourcwell 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.

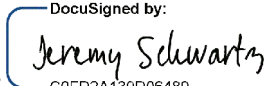
22. CANCELLATION

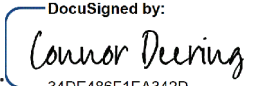
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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

Sourcewell

BOMAG Americas, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/29/2022 | 1:01 PM CDT

DocuSigned by:

By: 34DE486F1EA342D...
Connor Deering
Title: CEO & President
Date: 8/8/2022 | 7:58 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/8/2022 | 8:35 AM CDT

RFP 060122 - Roadway Paving Equipment

Vendor Details

Company Name: Cemen Tech Inc
1700 N 14th St
Address: Indianola, IA 50125
Contact: Mark Rinehart
Email: mrinehart@cementech.com
Phone: 515-961-7407 785
Fax: 515-961-7409
HST#: 42-1067453

Submission Details

Created On: Tuesday April 12, 2022 08:53:47
Submitted On: Wednesday May 25, 2022 16:24:31
Submitted By: Jared Evers
Email: jevers@cementech.com
Transaction #: f77b3b4c-a9d4-4d42-819b-973eefd702c4
Submitter's IP Address: 199.66.14.7

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")	Cemen Tech Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	61796
5	Proposer Physical Address:	1700 N. 14th St. Indianola, IA 50125
6	Proposer website address (or addresses):	https://www.cementech.com/
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):	Connor Deering, CEO & President 1700 N. 14th St. Indianola, IA 50125 CDeering@cementech.com +1-800-247-2464 ext. 770
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jared Evers, Product Manager 1700 N. 14th St. Indianola, IA 50125 JEvers@cementech.com 515-336-2250
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Rinehart, Director of Sales and Marketing 1700 N. 14th St. Indianola, IA 50125 MRinehart@cementech.com 515-306-4432

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.	Founded in 1969, Cemen Tech is the world's largest manufacturer of volumetric proportioning and continuous mixing systems. Compared to traditional drum mixing, volumetric technology offers the construction world complete control of their concrete. Due to a strong commitment to customers, an innovation focus, and continuous improvement in design, Cemen Tech manufactures the highest quality concrete mixers while providing exceptional support service to customers. Cemen Tech products operate in more than 70 countries across the globe and supplies equipment to military branches of several countries, most notably working with the US Army, Air Force and Navy for more than three decades. However, the high-quality products Cemen Tech delivers would not be possible without its employees. The company is proud to be an employee stock ownership plan (ESOP) company. Everyone on staff, from the president and executive team to the assemblers and welders are owners with a direct impact on the business. Positive Mindset, Ingenuity, Accountability, Do The Right Thing, Engaged and Safety are the six core values that dictate behavior and action at Cemen Tech. As an employee-owned business, with the most experienced industry talent and knowledge, these core values are the guiding principles that lead to a superior customer experience.

11	What are your company's expectations in the event of an award?	We know our solutions would bring exceptional benefits to government entities who may have never been exposed to volumetric mixers. The ability to better control scheduling, quality, productivity, and costs will be extremely appealing to government organizations. Our expectation is to educate municipalities on the long-term advantages of this technology. Our marketing plan speaks to a broad launch strategy to familiarize our internal and external representatives with details of the contract. Additional support from current Sourcewell vendors and staff through webinars and/or site visits will be scheduled throughout the duration of the contract. Our hope is to provide valuable solutions to members through open communication between Cemen Tech and Sourcewell.	*
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.	Cemen Tech is a privately held company and under normal business practices does not disclose confidential financial details. However, a bank reference and four supplier references have been attached. These documents present key references who can vouch for Cemen Tech's financial strength and stability.	*
13	What is your US market share for the solutions that you are proposing?	Private companies within the volumetric industry do not publicly share or report unit sales numbers. Through our independent research we have calculated Cemen Tech to hold a current U.S. market share of 67%. We have used EDA data and UCC filings to calculate this percentage.	*
14	What is your Canadian market share for the solutions that you are proposing?	We have not found a mechanism on how to calculate Canadian market share numbers. In the past 12 months, we have sold over 20 mixers in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
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?	Cemen Tech is a manufacturer. The company sells products and services directly to customers, as well as through a network of domestic and international dealers. Currently we have 11 dealers representing our products in the US and Canada. These dealership groups are independently operated and managed. An interactive dealer map can be found on our website at http://cementech.com/find-a-dealer/. While Cemen Tech employs a group of highly specialized service technicians, dealers also provide local customer service support during times of immediate need. Dealer personnel will receive sales and service training from Cemen Tech throughout the year to ensure a maximum level of product knowledge.	*
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.	To the best of our knowledge, Cemen Tech holds and maintains all licenses and certifications necessary to conduct business in the U.S. All Cemen Tech mobile and stationary mixers are certified by the Volumetric Mixer Manufacturers Bureau (VMMB), an entity organized with the assistance of the National Ready Mixed Concrete Association (NRMCA) to regulate and help advance the volumetric industry. The Conformance Européenne (CE) certification and mark symbolizes that the Cemen Tech product line has been reviewed and meets certain levels of safety standards required to sell product into European markets.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

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	Cemen Tech has been recognized for multiple awards and recognition over the past 52 years. In the past 5 years, the company has received the following recognition: - 2020 Gold Award Winner – Advocates Program, Association of Equipment Manufacturers - 2020 Manufacturing Technology Company of the Year – The Technology Association of Iowa - 2020 Annual Employee Ownership Film Contest – National Center for Employee Ownership - 2020 Best Manufacturing Company, Runner-Up, Des Moines Business Record - 2019 Legend in Manufacturing Award, 100-300 Employees, Iowa Association of Business and Industry - 2017 Front Cover Feature - Construction Equipment Distribution (CED) Magazine - 2017 – Municipality Case Study Recognition – Public Works Magazine Digital Edition - 2017 Chairman of Measuring/Mixing-Volumetric Committee 304-0F – American Concrete Institute (ACI)	*
20	What percentage of your sales are to the governmental sector in the past three years	07/1/18 – 06/30/19: 40% 07/1/19 – 06/30/20: 29% 07/1/20 – 06/30/21 4%	*
21	What percentage of your sales are to the education sector in the past three years	None to report.	*
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?	Recognized as an Associate Member/Supplier of Buy Board and HGAC Buy. HGAC Buy: 07/1/18 – 06/30/21: \$100K	*
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?	GSA Motor Delivery Orders Contract: GSA -30F-0009M. 2020: \$2,620,000 2019: \$131,000	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Philadelphia PA	Lance Wilus - Quality Assurance Specialist	215-686-1875	*
City of Baytown TX	Kevin Harvill- Assistant Director of Public Works	281-420-7180	*
City of Ballwin MO	Jim Link - Director of Public Works	636-227-9000	*

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 *	
US Armed Forces	Government	District of Columbia - DC	We manufactured volumetric mixers for the Air Force, Navy, Marines, and Army.	Estimated transaction \$125,000 per unit.	\$37,000,000	*
City/County Government	Government	Pennsylvania - PA	We manufactured volumetric mixers for them.	Estimated transaction \$125,000 per unit.	\$808,000	*
City/County Government	Government	Ohio - OH	We manufactured volumetric mixers for them.	Estimated transaction \$125,000 per unit.	\$438,000	*
City/County Government	Government	Indiana - IN	We manufactured volumetric mixers for them.	Estimated transaction \$125,000 per unit.	\$322,000	*
City/County Government	Government	Maryland - MD	We manufactured volumetric mixers for them.	Estimated transaction \$125,000 per unit.	\$285,000	*

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.	Cemen Tech has a dedicated sales department that focuses 100% of their time on sales. We have a total of six full time sales professionals who each have a regional territory to provide coverage for all 50 states as well as Canada. Our internal sales team has extensive concrete industry expertise coupled with detailed product knowledge to provide a consultative sales process with each customer to give them exactly what they need to meet their goals. Each regional sales manager lives remotely in their sales territory to provide local support to our customers.	*
27	Dealer network or other distribution methods.	Cemen Tech has several Dealers who sell our products to provide additional coverage at the regional and local level for sales, service and parts. These dealers are listed below along with their locations. Aring Equipment – WI James River Equipment – NC, SC, VA Komatsu Equipment – AZ, CT, DE, MD, NJ, NV, NY, PA, UT, WY Lyle Machinery – AL, LA, MS Nation's Equipment Sales – HI, ID, MT, OR, UT, WA Reynolds-Warren Equipment Co – GA Romco Equipment Co. – TX SMS Equipment – Alaska within the United States. They also have 39 locations throughout all ten Canadian provinces as well as Yukon and Northwest territories. Van Keppel – AR, KS, MO, OK	*
28	Service force.	Over the past five decades, Cemen Tech has developed relationships and understands the needs of government purchasing agents to provide them with the appropriate equipment. Cemen Tech includes on-site Service Department training and set up for new customer purchases. Our Service Department provides premium support to all customers with our experts available in the office and on-site to ensure minimal downtime for any issue. Currently we have six regional technical support technicians who live throughout the country supporting customers and dealers locally. We also have another six service and parts technicians located at our office. Other Cemen Tech Service Department opportunities include classroom and hands-on training at our headquarters, crew shadowing, additional in-field training, on-site evaluations, and demonstrations at industry events.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The Sourcewell order process and respective dollar amount tracking will be accomplished through collaboration between our sales and finance departments. Sourcewell member inquiries will be issued to a sales representative (based on state). The sales representative will assist with the selection of appropriate solutions and a quote will be generated for the client. The pricing quoted will be in line with pricing documents stated and submitted to Sourcewell. Before invoicing occurs, Finance will review Sourcewell pricing compliance for all internal and dealer-submitted purchase orders. Our ability to report quarterly sales to Sourcewell is detailed in our response to Table 13, Line Item 68 in this submittal form below.	*
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.	Cemen Tech has six certified Service Technicians and ten full time Engineers on staff who travel to customer job sites across the world to service and repair machines, train operators and ensure our customers are equipped to perform at the highest level. For critical machine issues that require immediate on-site assistance, staff can be in-route within 24 hours. Annual goals and incentives for the Service team are based on product knowledge, customer response time and abilities to alleviate problems in an efficient and professional manner. Another vital area Cemen Tech takes pride in is the ability to quickly manufacture and ship out parts. Our Parts Department has the most extensive parts inventory in our industry to provide parts as needed. 95% of the parts we sell each year can be shipped in 24 hours, and emergency service is always available. Telephone support is provided during business hours at the office. We also have the capability to connect with our customers via video chat through our Cemen Tech Connect app to remotely view and diagnose any potential issues on a much faster basis.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Cemen Tech, based in Indianola, Iowa, is centrally located in the United States with dedicated sales representatives and service technicians in each regional territory within the country. With Cemen Tech equipment currently owned and operated within all 50 states, along with our extensive dealer network located in all regions, Cemen Tech is wholly represented and committed to serving all Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Cemen Tech products and customer services are used across 70 countries including Canada. Cemen Tech's headquarters is not far from the Canadian border. Team members travel to multiple Canadian provinces and cities to service machines, attend trade shows and conferences, visit customer jobsites, and provide Cemen Tech customers with exceptional support wherever they are. Our distributor, SMS Equipment, is very active in the Canadian market with 39 locations throughout the country.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Cemen Tech will be fully serving all geographic areas of the United States and Canada. Countries outside of North America will also be incorporated if necessary.	*
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?	None. Willing to fully serve ALL Sourcewell participating entity sectors in this proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*

Table 7: Marketing Plan

Line Item	Question	Response *
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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.	External notification: • Media release regarding Sourcewell Awarded Contract with links to viewing Cemen Tech's contract page on Sourcewell website. • Cemen Tech sales and marketing team would conduct training with our Dealers who may be new to Sourcewell to understand the contract benefits and eligible customers. • The Cemen Tech sales team would also discuss the contract with current government contacts who have expressed an interest in our equipment and would be eligible to purchase. • Cemen Tech and/or Dealers would attend regional and state government shows and events. • Social media announcements – Facebook, LinkedIn and Twitter are all channels Cemen Tech utilizes regularly. Contract Announcements & Advertising: • Cemen Tech will provide various industry publications exclusive content that will educate and inform the relevant audience. These articles are an excellent way to educate and inform and are an in-direct way of selling. • An advertising schedule will be developed to support the award of a Sourcewell contract that would include both print and digital. CemenTech.com: • A dedicated section on the website is currently set up to inform, educate and encourage participation; this page includes links to viewing Cemen Tech's contract page on Sourcewell website. • Included will be product features, options, service and support information. • Content has been developed for CemenTech.com that promotes the value of Sourcewell and encourages participation in the program. Much of the content (http://cementech.com/news-events/) on our website is developed to educate and inform our industry, we would take this opportunity to continue to do the same if our Sourcewell contract is renewed. • Our strategy of publishing content, educational materials and product information has brought significant traffic to our website, LinkedIn page, Facebook page and YouTube channel. We are now the top ranked volumetric (manufacturer) website on search engine giants: Google, Bing and Yahoo. Events & Exposure: • Cemen Tech and Dealers will attend regional and state government shows as well as participate with Sourcewell at Sourcewell-endorsed national events. • Cemen Tech will produce case studies on various awarded contracts on how the equipment is being used to meet a government agency's needs, their return on investment and other success measures. These case studies can also include their process for going through a Sourcewell awarded contract. Marketing Materials: • Printed Marketing Materials • Cemen Tech prints marketing brochures for the products described in this RFP and would include Sourcewell Contract information on government specific materials. • Cemen Tech will produce and provide marketing materials as needed to Sourcewell and other approved marketing publication. An example of our product marketing literature is attached.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Cemen Tech has an extensive digital strategy for education, awareness and promoting Cemen Tech products. Our website, cementech.com, averages 80,000 web sessions per month and has multiple triggers set up for visitors to contact us through forms (which feed automatically into our CRM system), online chat and phone calls. Cemen Tech digital strategies work to engage people who have an interest in concrete mixers or use concrete in their business and want to learn more. We comply with privacy regulations in collecting data and have options for unsubscribing to our emails.	*
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?	Sourcewell will play an important role in teaching us the benefits and limitations of our contract. We will depend on Sourcewell to provide guidance as to the different conferences, trade shows and events that Sourcewell members attend. New membership notification and details will also be much appreciated. Cemen Tech's internal sales team and marketing members will visit local dealers to explain the many benefits of the Sourcewell contract and review eligible customers. Depending on scheduling conflicts, webinars will be used to help dealers understand the Sourcewell contract and organization. We will also provide templates for Dealers to use our marketing brochures and mailings for promotion of equipment to governmental and public agencies.	*
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.	Our parts department is available through an e-procurement ordering process. Part requests can be emailed to our designated parts specialist for immediate processing. After hours, emails will be processed at 5AM CST the following business day. Orders on routine parts (under \$10,000) can be purchased with a credit card.	*

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.	When a Sourcewell member organization purchases a product from Cemen Tech, they will receive product training, operator instruction and vendor references. Additional on-site training at member locations will be provided by Cemen Tech certified trainers. The traditional 2-day session includes an in-depth review of the unit, maintenance procedures, calibration process preparation and operator instruction with crew members. This startup training is priced at \$4,737 with discounts and extended training sessions are available for Sourcewell members. In addition to on-site training, Cemen Tech offers training classes for Sourcewell members to learn from internal and external industry professionals. Operations 101 is focused on operations, calibrations, mix-designs and the basics of concrete. Students will be able to participate in operating and calibrating a machine on a mock jobsite. Advanced Maintenance 201 will provide students with a comprehensive understanding of the servicing, operation and repairing of Cemen Tech units by disassembling and reassembling hydraulics, electrical components and more. Each course is \$583/person and includes 2 days of class instruction, 3-nights lodging and meals for 2 days with discounts available for Sourcewell members. Operators also have the ability to become VMVB certified through our classroom training.
41	Describe any technological advances that your proposed products or services offer.	Cemen Tech's C60 mixer is a great example of a technological advancement that has helped drive and influence the rest of the industry. Each unit comes equipped with a state-of-the-art electronic control panel. The control panel allows an operator in the field to track exactly when a mixer was in operation, how much concrete was poured, water-to-cement ratio and the mix design used on each job site. The information is displayed on a digital readout and shows the exact amount and proportioning of aggregate, sand, water and cement used. The system includes digital recording flow meters that continually monitor materials to ensure mix design compliance. ACCU-POUR™ combines next-generation technology and the needs of businesses who use volumetric mixers to connect their office, dispatch and customers to increase productivity. Each Cemen Tech C60 mixer comes standard with the base level of ACCU-POUR which includes the AP Touch (control panel), Auto-Stow™, Auto-Wash™ and is ready for factory installed ACCU-POUR options such as Auto-Gates, Office and Mobile. As the industry leader, customers and competitors look at us to innovate and pilot the way. This is a position we have worked hard to get to and will continue to enhance through our Sourcewell contract.
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.	Cemen Tech's volumetric mixers are designed to give customers more control over their concrete. As opposed to rotary drum mixers, mobile concrete mixers allow for an efficient and more environmentally friendly method of producing and pouring concrete. Our solution produces the exact amount and slump of concrete needed at the precise time, eliminating scenarios of under or over-ordering concrete that will ultimately be wasted. As a result of mixing on-site, our solutions require less water, generate less waste and consume less fossil fuels lowering our carbon footprint. Our solution, in itself, is a "green" initiative within the concrete industry. An attached document titled "Lowering the Carbon Footprint When Using Volumetric Mobile Concrete Mixers for Delivering Concrete to Job Sites: A Climate Change, Gas Emissions, and Environmental Benefits Analysis" is attached. Cemen Tech is also committed to eliminating waste and adding value through a "lean" manufacturing journey. We are continually looking for more efficient methods to manufacture our equipment and improve workflow. Environmental wastes, such as excessive water, energy and material costs are targeted in this lean philosophy.
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.	Cemen Tech is working to help create awareness and education for contractors who would like to receive LEED® accredited points from utilizing concrete on project sites. The outreach will also promote the overall sustainability of using volumetric concrete which uses less water, has substantially less concrete waste and fewer emissions in the making of concrete than traditional batch plants and drum trucks.

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.	Cemen Tech partners with West-Mark, a Certified Small Business entity and Federal Contracts Corp, a Service Disabled Veteran Owned Small Business (SDVOSB) as well as a Certified Small Business entity for their assistance with federal government sales. Links to these individual company webpages are listed below: West-Mark.com Federalcontractscorp.com Supporting certification documentation has been added to the document upload section of this proposal.	*
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?	Cemen Tech products are hand built by skilled craftsman in Indianola, Iowa. We take "Made In The USA" very seriously and customers can visit our plant to see materials being delivered, cut, welded, painted and technology built in our plant come together for the most technologically advanced volumetric mixer in the industry. Built, serviced and parts shipped in the U.S.A. is important to our customers and to our employees as is our attention to detail with every piece of equipment going through an exhaustive 175-point inspection before it leaves our plant. As the premier industry leader in volumetric mixing, our used equipment will typically bring a higher resale providing more value for Sourcewell members. To meet the needs for a wide variety of clients, we offer a plethora of product models and options. Five volumetric mixer models ranging in size from 3-yard to 12-yard material capacity as well as a 10-yard gunite unit, multiple accessory options, dispatch software, cement silos, and multiple mounting platforms allow customers to choose the best suitable solutions for their application. A dedicated Sourcewell Customer Support phone number will be provided for members to receive expedited personal solutions: - Application based assistance in model, option and product offerings - Parts identification and ordering - Service support including calibration, preventative maintenance, safety and diagnostics - Mix design consultations	*

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, our warranties cover all products, parts and labor. The only specific items not covered are wear parts.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No warranty exists if unauthorized alterations have been made by the owner or user, or the stated capabilities of machine are exceeded. There are no usage restrictions. The warranty is for one full year after the equipment is delivered.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, all technician expenses are covered under the warranty.	*
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?	Cemen Tech employs a group of knowledgeable and well-traveled technicians who cover all 50 states and Canada. In addition to OEM support, our equipment is backed by localized customer service through a network of domestic and international dealers.	*
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?	Components used in Cemen Tech products but manufactured from a third party, known as suppliers, will be included in our warranty. Cemen Tech will facilitate any warranty issues between the customer and supplier (or OEM). Warranty coverage will be decided after the supplier has reviewed the components.	*
51	What are your proposed exchange and return programs and policies?	Products offered by Cemen Tech are highly engineered solutions; however, if within the first 90 days of operation the unit does not perform to customer expectations, Cemen Tech will take the unit back and offer a full refund. This is our Performance Guarantee and available on all Cemen Tech solutions.	*
52	Describe any service contract options for the items included in your proposal.	A 1-year limited warranty is included with the purchase of any Cemen Tech product. Customers will have the option to purchase an extended 2-year warranty during the initial purchasing process if they choose.	*

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	Performance Guarantee - If within 90 days of operation the unit does not perform to expectations, Cemen Tech will take the unit back and offer a full refund. Cemen Tech is the only manufacturer in the volumetric industry to offer a full refund warranty.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	24 Hour Parts Program - 95% of the parts shipped each year can be delivered within 24 hours of the order being placed to anywhere within the United States.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Standard terms are payment in advance or net 30 with established credit.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Cemen Tech has financing available for those who qualify through Cemen Tech Capital.	*
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.	Cemen Tech issues standard transaction documents with every quotation consisting of a purchase order with all quoted line-item option costs, a unit specification sheet for the volumetric mixer models quoted, mounting requirements agreement for all customer supplied chassis, and lastly a terms and conditions of sale agreement. An example of Cemen Tech's standard transaction documents from a 2019 Sourcewell transaction has been uploaded to the documents upload section of this proposal.	*
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?	Credit card payments for routine part orders are accepted. Anything over \$10,000 must be paid via ACH, wire or check. There is not an additional cost to Sourcewell members for using either process.	*

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 Sourcewell 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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing model consists of a standard base unit price for both mixers and silos with additional line-item costs for optional add-on features. Each product-category proposed to Sourcewell has a discounted rate. Standard list pricing as well as the Sourcewell discounted pricing is shown in the attached pricing spreadsheet in the document upload section of this proposal.	*
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.	Cemen Tech is offering 4-10% discounts on products and services to qualified Sourcewell members.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Cemen Tech does not offer any quantity/volume discounts or rebate programs on our equipment.	*
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.	Sourced products and/or related services are supplied at cost plus. A separate quote will be issued for 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.	Freight, Federal Excise Tax, and Sales tax would not be included on a per line-item basis. They would be paid separately. Startups and machine training will be billed in conjunction with unit sales on a line-item basis. Startup training, a recommended procedure with first-time buyers, is billed at \$4,973. To accommodate customers with brand preferences, Cemen Tech offers a "bring your own truck/trailer option." Customers electing this option will be provided with a chassis requirement sheet. After delivery, if the chassis requirements are not met, the customer will be subject to a mounting adjustment fee. Customers choosing to use Cemen Tech to source and purchase a truck/trailer will not be subject to this fee.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Cemen Tech has established carriers for all routes in the United States. Quotes will be sent out to our pool of carriers for LTL and back up carriers are in place in the event of any disruption. We can also offer overnight delivery with special carriers from coast to coast. All small package product is picked same day and shipped when complete.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Cemen Tech has selected reputable freight brokers for all Canada deliveries. Sea transport carriers with 20ft, 40ft and 45ft standard and high cube containers have been established for Alaska and Hawaii transport.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Many of our products can be shipped overnight. We have specialized trucking firms with established reputations for nonstop deliveries. In addition to our consistent delivery times, our parts and shipping department has standardized a service for 24hr shipping on critical spare parts. Items on the critical spare parts list that do not ship within 24hrs (in the U.S.), if ordered before 12PM CST the day before, will ship free.	*

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.	Routine procedures are in place to verify sales and pricing to customers, including international dealers. Sourcewell will be one additional source to verify. Queries are executed through our secure sales database by customer name and/or line-item part number and cross referenced to a price list. Discrepancies are investigated and remediated. Once a Sourcewell administrative fee is established, the fee will be incorporated into the queries.
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.	Cemen Tech's finance department tracks all municipal sales data, of which we have the ability to track specifically those transactions stemming from Sourcewell entities. Cemen Tech uses this data to grow our presence within our Sourcewell contract on an annual basis.
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.)	2% of the dollar volume of equipment sales to Sourcewell members (excluding tax, licensing, and freight) will be paid to Sourcewell as an administrative fee. This administrative fee will be calculated on a quarterly basis and paid out to Sourcewell for facilitating, managing, and promoting Cemen Tech products with its current and potential members.

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.	Cemen Tech is offering volumetric mixers, cement silos and multiple services to Sourcewell members. Volumetric mixers are mounted on trucks or trailers and contain all the necessary ingredients to produce and deliver concrete. These concrete mixers are called volumetric mixers due to their ability to measure raw materials using volume rather than weight. Volumetric equipment is calibrated by weight and the material is delivered to a mix auger by volume to produce the precise amount of fresh concrete every time. For those who want to buy cement in bulk can purchase a silo. Silos will help reduce the time required to refill a mixer. We are excited to offer Sourcewell members our full line of M-Series and C-Series volumetric concrete mixers that have 52 years of innovation, cutting edge technologies and proven experience in the field. The M Series brings flexibility and stability and is the most popular unit throughout North America; it is also the selected unit of choice by the United States Armed Forces and is currently operating in over 70 countries. Key applications for the M Series meet all DOT standards and include general concrete, precast, flowable fill, pervious, rapid set and overlay concrete. The C Series is our newest and most advanced on-demand concrete mixer. Each C Series mobile concrete mixer comes equipped with a state-of-the-art electronic control panel. The control panel allows an operator in the field to track exactly when a mixer was in operation, how much concrete was poured, and the admixture used on each job site. The information is displayed on a digital readout and also shows the exact rate aggregate, sand, water and cement was used. Both units meet the AASHTO M-241 and ASTM C685 standards when operated in accordance with ACI 304.6R. The M and C Series product descriptions and details can be found in the attached product fact sheets. We will also be offering on-site evaluations and other in-field trainings that can be performed by Cemen Tech personnel with vast experience and knowledge of the concrete industry's best practices. Project Managers reap benefits in efficiency and return on investment by learning the most productive processes for concrete production.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Volumetric Concrete Mixers Gunite Mixers Cement Storage Silos Startup and Training Services

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	☐ Yes ☒ No	
74	Steel-wheeled and pneumatic tire rollers	☐ Yes ☒ No	
75	Wideners, tack distributors, cold planers, and compactors	☐ Yes ☒ No	
76	Concrete mixers, and gunite or shotcrete delivery equipment	☒ Yes ☐ No	Concrete, gunite, and shotcrete mixers and delivery equipment.
77	Other	☒ Yes ☐ No	Cement silos, truck chassis, and trailers.

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

Line Item 78. NOTICE: To identify any exception, or to request any modification, to the Sourcwell 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 Sourcwell 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 Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing 05-25-22.xlsx - Wednesday May 25, 2022 16:23:45
- [Financial Strength and Stability](#) - Cemen Tech Credit Reference Form.pdf - Friday April 15, 2022 16:30:31
- [Marketing Plan/Samples](#) - Marketing Materials.zip - Friday April 15, 2022 16:30:51
- [WMBE/MBE/SBE or Related Certificates](#) - Federal-Contracts-Corp-Capabilities-Statement.pdf - Friday April 15, 2022 16:31:11
- [Warranty Information](#) - Cemen Tech Warranty Page.pdf - Friday April 15, 2022 16:31:34
- [Standard Transaction Document Samples](#) - Sourcwell Transaction Documents Example.pdf - Friday April 15, 2022 16:31:59
- [Upload Additional Document](#) - Environmental Impact of Volumetric Concrete Mixers.pdf - Friday April 15, 2022 16:32:10

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. - Connor Deering, President & CEO, Cemen Tech 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
Addendum_4_Roadway_Paving_Eqpt_RFP_060122 Tue May 24 2022 04:31 PM	☒	1
Addendum_3_Roadway_Paving_Eqpt_RFP_060122 Thu May 19 2022 09:01 AM	☒	1
Addendum_2_Roadway_Paving_Eqpt_RFP_060122 Fri April 29 2022 04:09 PM	☒	1
Addendum_1_Roadway_Paving_Eqpt_RFP_060122 Fri April 15 2022 03:54 PM	☒	1