



MASTER AGREEMENT #050625
CATEGORY: Roadway Maintenance Equipment
SUPPLIER: Etnyre International

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Etnyre International, 1333 South Daysville Road, Oregon, IL 61061 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 7, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #050625 to Participating Entities. In Scope solutions include:
 - a. Asphalt recyclers and reclaimers, hot boxes;
 - b. Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters;
 - c. Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment; and,
 - d. Pavement marking application and removal equipment.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
 - i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

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

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

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

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

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

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

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

**Article 2:
Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

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

19) Grant of License.**a) During the term of this Agreement:**

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

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

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) Termination. Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.**20) Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

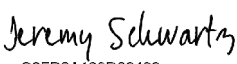
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Etnyre International

Signed by:



C0FD2A139D06489...

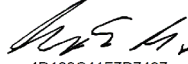
By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 7/1/2025 | 1:53 PM CDT

Signed by:



4D199C41F7D7497...

By: _____

Doug Legg

Title: Director of Field Sales

Date: 7/1/2025 | 11:02 AM CDT

RFP 050625 - Roadway Maintenance Equipment

Vendor Details

Company Name: Etnyre International

Does your company conduct business under any other name? If yes, please state: E. D. Etnyre & Company, BearCat Manufacturing, SMF & Hendrick Manufacturing Corp

Address: 1333 S. Daysville Road

Oregon, IL 61061

Contact: Kathy Burright

Email: kburright@etnyre.com

Phone: 815-732-2116 5091

HST#: 36-1049600

Submission Details

Created On: Thursday March 27, 2025 14:21:51

Submitted On: Monday May 05, 2025 14:16:27

Submitted By: Kathy Burright

Email: kburright@etnyre.com

Transaction #: 2b0bdf2a-0e4a-473e-8b69-86ad70ece89a

Submitter's IP Address: 147.243.17.138

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Etnyre International	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes, Etnyre International	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Etnyre International includes the following: E. D. Etnyre & Company (i.e. Etnyre) BearCat Manufacturing	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	80195	*
5	Provide your NAICS code applicable to Solutions proposed.	333100	*
6	Proposer Physical Address:	E. D. Etnyre & Co. 1333 South Daysville Road Oregon, IL 61061 BearCat Manufacturing 3650 Sabin Brown Road Wickenburg, AZ 85390	*
7	Proposer website address (or addresses):	www.etnyreinternational.com www.etnyre.com www.bearcatmfg.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Doug Legg Director of Field Sales 1333 South Daysville Road Oregon, IL 61061 dlegg@etnyre.com 303-912-6920 - Mobile	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kathy Burright Export Sales Administrator 1333 South Daysville Road Oregon, IL 61061 kburright@etnyre.com 815-732-5091 - Direct Line	*

10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Terry Stone Sales Administrator 1333 South Daysville Road, Oregon, IL 61061 tstone@etnyre.com 815-732-5006 – Direct Line</p> <p>Mark Zeigler Sr. Director of Finance 1333 South Daysville Road, Oregon, IL 61061 mzeigler@etnyre.com 815-732-5063 – Direct Line</p> <p>Jamie Walls Accounting Supervisor 1333 South Daysville Road, Oregon, IL 61061 jwalls@etnyre.com 815-732-5127 – Direct Line</p> <p>Mary Gaffey Sr. Director of H.R. 1333 South Daysville Road, Oregon, IL 61061 mgaffey@etnyre.com 815-732-5039 – Direct Line</p> <p>Andrew Hey Marketing Communications Specialist 1333 South Daysville Road, Oregon, IL 61061 ahey@etnyre.com 815-732-5106 – Direct Line</p>
----	--	---

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

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Founded in 1898 in Oregon, Illinois, Etnyre is a family-owned and operated manufacturing business with an enduring legacy of innovation and excellence. For over 127 years, we've been a trusted partner to municipalities and contractors, producing high-quality road building and transportation equipment that stands the test of time.</p> <p>Originally serving the agricultural community, we quickly transitioned in the early 1900s to manufacturing road oiling machines, becoming a key supplier to the U.S. Armed Forces during both World Wars. That strong governmental presence and spirit of service remain integral to who we are today.</p> <p>As the industry progressed, so did we. To meet emerging needs, we broadened our product range and strategically acquired Hyster Company, Bearcat Mfg., and Rayner Equipment Services—strengthening our ability to provide comprehensive, innovative solutions across the road construction and transportation industries. From humble beginnings, Etnyre has grown into a team of over 1,050 employees, operating three distinct business units across six U.S. facilities. Today, our expansive product lineup includes leading-edge road building equipment, precision industrial heavy metal fabrication, and high-performance perforated metal and screening solutions—each engineered for exceptional performance, durability, and reliability.</p> <p>At the heart of everything we do are our core values: Care, Humility, Trust, Integrity, and Respect. These principles shape the way we do business—guiding how we treat our employees, support our customers, and collaborate with our vendor partners. Our philosophy is simple: deliver the highest-quality equipment on the market at competitive prices. We aim to exceed customer expectations, not just meet them—ensuring our products evolve with industry demands and stay ahead of the curve. We believe our partnership with Sourcewell will strengthen this mission by providing a clear, efficient pathway for public sector agencies to connect with us. It will also serve as a valuable sales channel for our North American dealer network, many of whom already represent Sourcewell contracts.</p> <p>Today, Etnyre International proudly produces more than 1,300 units of road building and transport equipment each year. In addition, our parts division manufactures thousands of components for industries such as wind energy, electric vehicles, rail, and power generation—extending our impact far beyond the road.</p>

12	What are your company's expectations in the event of an award?	If selected for this award, we will leverage our robust dealer network to support both current and future Sourcewell members. Many of our dealers already operate under existing Sourcewell contracts, giving us a knowledgeable and experienced sales force ready to integrate Etnyre products into their Sourcewell offerings. We expect this contract to be widely utilized by both new and existing customers, and foresee significant growth in the municipal market as a direct result. To ensure all dealers are well-equipped, we will provide comprehensive Sourcewell-specific training, particularly for those less familiar with the process. Etnyre conducts multiple dealer training sessions annually, and if awarded the contract, we will incorporate Sourcewell training into these sessions to highlight the advantages and effective use of the program.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	In addition to the supporting documents that reflect our financial strength, our 127-year legacy stands as a powerful testament to the unmatched stability we bring to the marketplace. In an industry often shaken by investor-led buyouts and short-term, profit-driven strategies, Etnyre has remained a steadfast presence—privately held, family-owned, and guided by a long-range vision that prioritizes lasting relationships over fleeting gains. Our sustained leadership, outstanding customer loyalty, and consistent performance speak volumes about the strength and resilience of our organization. While, as a privately held company, we are not able to share certain financial details typical of publicly traded firms, our enduring success and reputation offer compelling evidence of our financial integrity and long-term commitment to our partners.	*
14	What is your US market share for the Solutions that you are proposing?	Etnyre International holds a significant share of the US market across our proposed solutions, as detailed below: Etnyre ChipSpreader: 75% of the US market Bearcat ChipSpreader: 15% of the US market Etnyre Crack Sealer: 8% of the US market Etnyre Raynpro: 5% of the US market Etnyre PavementSaver: 5% of the US market Etnyre RoadSaver IIIG: 25% of the US market These figures illustrate our strong presence and leadership in the industry, particularly with the Etnyre ChipSpreader and the Etnyre RoadSaver IIIG, enabling us to provide reliable solutions to our customers.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Etnyre International enjoys a strong market presence in Canada, with the following shares for our proposed solutions: Etnyre ChipSpreader: 80% of the Canadian market Bearcat ChipSpreader: 10% of the Canadian market Etnyre Crack Sealer: 5% of the Canadian market Etnyre Raynpro: 2% of the Canadian market Etnyre PavementSaver: 2% of the Canadian market Etnyre RoadSaver IIIG: 15% of the Canadian market These figures highlight our leadership in the Canadian market, particularly with the Etnyre ChipSpreader, which dominates with an 80% share, demonstrating our commitment to providing high-quality solutions tailored to our customers' needs.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No, Etnyre has never petitioned for bankruptcy.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	Etnyre International (Etnyre & BearCat) is a leading manufacturer of roadbuilding and transportation equipment. Our finished products are marketed and distributed through a broad network of independently owned and operated contracted dealers across the United States and Canada. A full listing of these dealers can be found within this RFP or by visiting our website at www.etnyre.com and clicking the "Find a Dealer" button, available at both the top and bottom of the homepage. We carefully vet each prospective dealer to ensure they understand their local market and align with our business values and objectives. Approved dealers are expected to proactively support the needs of our governmental customer base. To ensure ongoing dealer and customer satisfaction, we provide comprehensive support through our team of Etnyre employees, including Regional Sales Managers (RSMs), Customer Experience Managers (CEMs), and Parts, Sales, and Service Representatives. All finished goods are shipped directly to our dealers, who are responsible for conducting pre-delivery inspections as well as final delivery and customer training, if needed. We also offer annual technician training at our facility in Oregon, Illinois. To maintain certification, dealer technicians are required to complete this training at least once every three years to retain their status as a "Certified Technician."	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in	Item 1: ISO 9001:2015 Certificate Description of Purpose: ISO 9001:2015 is an internationally recognized standard for quality management systems (QMS). The certification demonstrates our commitment to maintaining a high standard of quality across all aspects of our operations. It	

<p>pursuit of the business contemplated by this RFP.</p>	<p>ensures that our products and services consistently meet customer and regulatory requirements, and that we continually improve our processes and performance. This certification reflects our dedication to customer satisfaction and operational excellence.</p> <p>Date of Issuance: 11/28/2023 Expire Date: 11/27/2026</p> <p>Current Company Utilized: DEKRA</p> <p>Item 2: ASME (Boiler and Pressure Vessel Code - U-stamp)</p> <p>Description of Purpose: The ASME U-stamp certification signifies compliance with the American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code (BPVC) for the design, manufacturing, and inspection of pressure vessels. This certification ensures that our products meet stringent safety and quality standards, providing assurance of the reliability and integrity of our pressure vessels. By holding the ASME U-stamp, we demonstrate our capability to design and produce pressure vessels that are safe, efficient, and compliant with industry regulations.</p> <p>Date of Issuance: 12/10/2023 Expire Date: 12/10/2026</p> <p>Current Company Used: Hartford Steam Boiler</p> <p>State type of License, License Number Expiration</p> <p>Alabama None Alaska None Arizona None Arkansas None California None Colorado None Connecticut None Delaware None Florida Annual Report N/A January 2026 Florida Manufacturer License MV/1014042/1 9/30/2025 *every 2 years Georgia None Hawaii None Idaho Distributor License 9645 11/30/2025 Illinois - E D Etnyre & Co Annual Franchise fee D5439-569-8 9/1/2025 - EDECO LLC Annual Franchise fee 9368728 10/4/2025 - Nashua-SW Annual Franchise fee 5162157 2/1/2026 - EDECO-SW Annual Franchise fee 5162548 2/1/2026 - Etnyre International Annual Franchise fee D 1409-397-4 2/1/2026 - Etnyre Trading Annual Franchise fee D6040-641-3 3/1/2026 - E D Etnyre & Co Dealer License DLT409 12/31/2025 - E D Etnyre & Co Dealer License DL4376 12/31/2025 Indiana Business Entity Report N/A 5/31/2025 *every 2 years Iowa None Kansas 1st/2nd Stage Mfg License D-6143 12/31/2025 Kentucky None Louisiana Recreational License RM-2025-00111 12/31/2025 Louisiana Converters License CV-2025-00109 12/31/2025 Louisiana Foreign Corp Annual Report 34374608F 2/22/2025 Maine None Maryland None Massachusetts None Michigan None Minnesota None Mississippi Manufacturer License SPC366 12/31/2025 Missouri Bienial Report N/A 5/31/2023 *every 2 years Montana None Nebraska None Nevada None New Hampshire None New Jersey None New Mexico None New York None North Carolina Annual Report 1243096 1/28/2025 North Dakota None Ohio Distributor License DI000151 3/31/2025 *every 2 years Oklahoma Manufacturer License 51 6/30/2025 Oregon None Pennsylvania None Rhode Island None South Carolina Sales Tax License Reg N/A</p>
--	---

		<p>South Dakota None</p> <p>Tennessee None</p> <p>Texas LPG Representative Eric Carreon 5/31/2025</p> <p>Texas LPG License 08289 1/31/2026</p> <p>Texas Converters License 0303 7/31/2025 *every 2 years</p> <p>Utah None</p> <p>Vermont None</p> <p>Virginia Manufacturer License 8567-1-i-0-2898 9/30/2026 *every 2 years</p> <p>Washington None</p> <p>West Virginia None</p> <p>Wisconsin Manufacturer License MMV-6299 3/31/2027 *every 2 years</p> <p>Wyoming None</p> <p>See attached uploaded documents</p>	
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Etnyre has no suspensions or debarments.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>With a legacy spanning 127 years, Etnyre has a long-standing tradition of innovation and engineering excellence. Since the early 1990s, Etnyre International Companies have been awarded 23 patents—underscoring our ongoing commitment to developing advanced technologies and solutions for the road building and transportation industries.</p> <p>Our reputation for precision and reliability has also earned us specialized manufacturing contracts with the U.S. military over the years. These contracts involve highly complex, military-spec equipment that differs significantly from our commercial product offerings. While not available for public sale, these machines are a powerful testament to our ability to meet the most stringent technical and operational requirements—earning repeat orders and reinforcing the superior quality of our manufacturing processes.</p> <p>Etnyre International has also been recognized with several prestigious awards that speak to our leadership, continuous improvement, and customer-focused approach:</p> <p>U.S. Best Managed Companies (2023 & 2024): Awarded by Deloitte Private and The Wall Street Journal, this recognition highlights our exceptional management practices, strategic execution, and operational excellence.</p> <p>NAPA Top 10 Advertiser (2024): Acknowledges our impactful marketing strategies and active engagement within the asphalt industry.</p> <p>Asphalt Contractor Top 30 Manufacturer (2021 & 2022): Recognized for our innovation, product quality, and continued leadership in asphalt repair and maintenance equipment.</p> <p>Most Improved Tank Plant (2021): Reflects our strong commitment to operational improvements and manufacturing excellence.</p> <p>These accolades not only celebrate our achievements but also reflect the values that define Etnyre—quality, innovation, and a relentless focus on customer satisfaction.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Due to Etnyre International proprietary information, we would prefer not to provide the governmental sector sales volume history of our valued customers.	*
22	What percentage of your sales are to the education sector in the past three years?	While we are open to serving the education sector, there has historically been little demand for our products within this space. Most educational institutions do not perform paving operations in-house, typically relying on commercial contractors or utilizing municipal or county resources to meet their needs. However, should a school district choose to pursue the purchase of this equipment, our experienced dealer network stands ready to provide comprehensive support and guidance throughout the process.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Sourcewell Contract #092922-ETN</p> <p>2023 \$345,482.00</p> <p>2024 \$756,184.00</p> <p>2025 \$361,849.00 (to date)</p> <p>Texas Department of Transportation</p> <p>2023 \$404,514.00</p> <p>2024 \$364,878.00</p>	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Due to Etnyre International proprietary information, we would prefer not to provide the governmental sector sales volume history of our valued customers.	*
----	--	---	---

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Ogle County Hwy Dept, IL	David Boehle	815-732-2851	*
City of Bullhead, AZ	John Girtan	928-234-8752	*
Spokane County, WA	Austin Carver	509-570-6838	*
Washington State Dept of Transportation	Brian Fautkau	509-615-9158	
Pulaski County Road Dept., AR	Shane Ramsey	501-351-3292	

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

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

Line Item	Question	Response *	
26	Sales force.	<p>With a network of 57 independent dealers across the U.S. and Canada—representing over 227 locations—each dealer independently manages its own sales operations. Collectively, this network includes more than 525 sales professionals, 227 service locations, 2,717 service technicians, and 273 Parts Sales and Service Representatives (PSSRs), all contributing to Etnyre's strong market presence and commitment to customer support.</p> <p>Etnyre further enhances its customer service through a dedicated team of 10 Regional Sales Managers (RSMs) and two Customer Experience Managers (CEMs). Our internal support team includes 8 inside sales representatives, 10 parts and service call center personnel, and 10 service technicians focused on meeting customer needs.</p> <p>Website: www.etnyre.com</p> <p>To ensure the successful execution of our Sourcwell go-to-market strategy, we respectfully request Sourcwell's support in providing training for our dealer personnel. This training will enable them to fully understand and leverage the benefits of Sourcwell, ultimately delivering maximum value to our government customers.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Etnyre's extensive network of 57 dealers—many of whom offer a broad range of complementary equipment—uniquely positions us to deliver exceptional value to government customers. These seasoned professionals are highly experienced in public sector procurement and are already proficient in utilizing Sourcwell contracts to streamline both sales and service.</p> <p>By adding Etnyre products to their existing Sourcwell offerings, our dealers can offer government clients even more flexibility, variety, and value. This seamless integration allows them to market and sell Etnyre equipment through the same trusted procurement platform their clients already use.</p> <p>Our full dealer network is easily accessible through the "Find a Dealer" tool, available at the top and bottom of our website: www.etnyre.com.</p> <p>While not a formal submission requirement, we believe this information highlights the strength, scale, and reliability of our distribution network. With nearly 127 years of industry experience, Etnyre is proud of the enduring partnerships we've built—many of our dealers have represented us for decades.</p> <p>Aligning our go-to-market strategy with Sourcwell not only reinforces existing relationships but also opens the door to new opportunities. It provides our dealers and customers with another compelling reason to choose Etnyre: trusted equipment, backed by a proven and efficient procurement process.</p>	*

28	Service force.	<p>Etnyre International proudly partners with a network of 57 dealers operating from over 227 locations throughout the United States and Canada. These locations collectively support more than 2,717 service technicians, ensuring reliable service and support for our customers. To keep both customers and dealers up to date with the latest equipment and service practices, Etnyre offers comprehensive factory training programs. These training schools cover both operational and technical troubleshooting for all product lines.</p> <p>In addition to factory-based programs, regional and onsite training sessions are conducted throughout the year to provide convenient access to hands-on education. All training is led by experienced Etnyre personnel, ensuring participants receive expert instruction and real-world insights.</p> <p>Etnyre also provides 24-hour customer and dealer support via phone, text, or email—offering direct access to the help you need, when you need it.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The Etnyre ordering process for Sourcewell participating entities is designed to be straightforward and efficient. Either the participating entity or an authorized Etnyre dealer may request a quote from our factory, referencing the appropriate Sourcewell contract number, the entity's Sourcewell member ID, and the specific product of interest.</p> <p>Our dedicated Sourcewell team typically generates and returns the quote on the same day the request is received. The quote will be sent either directly to the participating entity or to the representing dealer, depending on the structure in that region.</p> <p>If the quote is routed through a dealer, they will add applicable freight and PDI (Pre-Delivery Inspection) charges, then submit a purchase order to the factory.</p> <p>If the entity is purchasing directly, they may submit either a signed price and acceptance (P&A) form or a formal purchase order.</p> <p>Once received, the order is entered into our production schedule, and a formal acknowledgment is issued confirming the order has been placed.</p> <p>For direct factory sales, freight costs are calculated upon unit completion. Buyers may either arrange to pick up their equipment at our facility or request a freight quote from Etnyre for delivery.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The majority of Etnyre products are sold through a network of qualified dealers, each equipped with mechanics, service trucks, and dedicated support staff to handle customer service needs. Customers with service or operational inquiries can reach out to the dealer's service department for assistance.</p> <p>To provide an additional layer of support, Etnyre International maintains a dedicated service team at each factory. Our service staff works directly with dealers or end users to resolve any service or parts issues. This support is available via phone, our customer service email ticket system, or through factory mechanics who can travel to the dealer or customer's location if necessary.</p> <p>Etnyre International also invests in training our Regional Sales Managers (RSMs) and Customer Experience Managers (CEMs) in mechanical troubleshooting and product maintenance. This ensures that our team can provide expert guidance and support.</p> <p>We prioritize strong customer support, offering 24/7 phone assistance. Additionally, we monitor dealer performance through scorecards that track parts, service, and sales to ensure we consistently meet our customers' needs.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Etnyre is committed to providing full service across the entire United States, including Alaska and Hawaii, as well as Canada, through our extensive dealer network and dedicated Etnyre-employed representatives.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our dealer and factory support extends to all products delivered to Canada. We have both dealer and Etnyre-employed representatives available to serve these territories.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Etnyre and its Dealers will service all geographic areas of the United States and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Etnyre and its Dealers will fully service all Participating Entities if awarded this contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract restrictions preventing support for Sourcewell members in Hawaii, Alaska, or any U.S. territories. Etnyre has employed Regional Sales Managers (RSMs) to oversee these areas.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Etnyre will extend terms to all Sourcewell members.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>If awarded a Sourcewell contract, Etnyre International will launch a comprehensive marketing strategy to actively promote the contract and drive widespread adoption among government and public sector agencies across the country. Our strategy will emphasize education, accessibility, and targeted outreach through a blend of digital and traditional marketing channels.</p> <p>1. Established Brand Recognition in the Public Sector Etnyre has earned a strong reputation as a reliable provider of road maintenance and asphalt distribution equipment. With long-standing partnerships with municipalities, Departments of Transportation, and government purchasers, we are well-positioned to promote the Sourcewell contract effectively from day one.</p> <p>2. Strategic Digital Marketing Outreach We will capitalize on our existing marketing infrastructure to reach procurement professionals and fleet managers directly through:</p> <p>Dedicated Contract Webpage: A specialized landing page on our website will feature full contract details, how-to-purchase information, and direct points of contact.</p> <p>Targeted Email Campaigns: Segmented outreach to existing and prospective clients will highlight contract benefits and guide them through the purchasing process.</p> <p>Social Media Marketing: We'll use platforms such as LinkedIn and Facebook to deliver tailored, benefit-focused content aimed at the public works and government sectors.</p> <p>3. Dealer and Sales Team Enablement Our nationwide dealer network and internal sales force will be equipped with a full suite of Sourcewell-specific tools, including:</p> <p>Co-branded flyers, brochures, and email templates/signatures</p> <p>Sourcewell buyer guides and pricing overviews</p> <p>Access to a centralized digital resource hub for real-time updates and materials</p> <p>4. Presence at Industry Events We will spotlight the Sourcewell partnership at key trade shows and conferences frequented by government buyers, including:</p> <p>American Public Works Association (APWA) conferences.</p> <p>Regional and state procurement expos.</p> <p>National events such as NTEA, World of Asphalt, ConExpo and Pavex.</p> <p>At these events, our team will position the Sourcewell contract as a compliant, efficient path to purchasing Etnyre equipment.</p> <p>5. Ongoing Collaboration and Performance Optimization We are committed to working in close coordination with the Sourcewell marketing team to align messaging and maximize reach. Through quarterly performance reviews and shared KPIs, we will continuously optimize our efforts to ensure strong awareness and consistent utilization of the contract.</p> <p>Attached are sample flyers developed for potential use upon award of the Sourcewell contract for Roadway Maintenance Equipment.</p>

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Etnyre International leverages digital technology and data analytics to ensure our marketing strategies are highly targeted, measurable, and continuously optimized. Our focus is on connecting with public sector decision-makers and procurement professionals through smart digital initiatives that emphasize relevance and return on investment.</p> <p>1. Social Media Targeting & Engagement We utilize platforms like LinkedIn, Facebook, and YouTube to reach key audiences based on criteria such as job title, industry (e.g., public works, transportation), geographic location, and specific interests. Our social media campaigns are crafted to boost engagement through:</p> <p>Informative product education</p> <p>Updates on cooperative contracts (e.g., Sourcewell access)</p> <p>Case studies and public agency success stories</p> <p>We continuously track click-through rates, engagement, and conversions to refine messaging and content strategies in real time.</p> <p>2. Metadata & SEO Optimization Our website and digital assets are optimized with strategic metadata, keywords, and structured data to boost visibility in search engines and Sourcewell-related searches. This includes:</p> <p>Schema markup for contract-related content</p> <p>Keyword strategies aligned with procurement and municipal search behavior</p> <p>Analytics tracking for page visits, time on page, and conversion rates</p> <p>This approach ensures agencies actively searching for cooperative purchasing solutions can easily discover Etnyre and our Sourcewell offerings.</p> <p>3. Email Marketing & Data Segmentation We use a powerful email marketing platform with advanced segmentation and automation features. Our database is segmented by region, agency type, and historical purchase data, enabling us to deliver highly relevant, personalized messages. We monitor performance through A/B testing, open rates, and click-through metrics to drive ongoing improvement.</p> <p>4. CRM Integration & Reporting Our CRM system is fully integrated with sales and marketing tools, enabling us to:</p> <p>Track interactions and interest in Sourcewell contracts</p> <p>Deliver personalized outreach based on user behavior</p> <p>Generate real-time dashboards that report on marketing-driven opportunities and conversions for leadership visibility</p> <p>5. Digital Campaign Measurement & Optimization We use platforms like Google Analytics, Meta Business Suite, and LinkedIn Campaign Manager to monitor campaign performance in real time. Key metrics—such as cost-per-click, engagement rate, bounce rate, and lead generation—guide our ongoing optimization of messaging, creative assets, and audience targeting to maximize impact.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>As the premier cooperative contract provider in the public sector, we highly value Etnyre's continued presence on the Sourcewell website—especially in showcasing our Roadway Maintenance Equipment line. Our experience with the existing Trailer Products contract (092922-ETN) has demonstrated the strength of your team's support, and we sincerely appreciate your dedication to training and educating Sourcewell members.</p> <p>With well-established practices from our current contract already in place, we're fully prepared to extend those same strategies to the Roadway Maintenance Equipment category. Etnyre remains committed to actively promoting Sourcewell at all relevant events associated with awarded contracts.</p>

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>While we do utilize an e-procurement system for our aftermarket parts, our equipment is not currently available through the same platform.</p> <p>Etnyre equipment is highly configurable, with multiple options available for each unit based on the specific needs of the customer. Because our pricing is provided in PDF format rather than a structured data file, it cannot be directly uploaded into e-procurement systems. As a result, each base machine must be manually built and entered by model, which limits visibility into our full range of available options.</p> <p>This process can prevent agencies from seeing the complete scope of what Etnyre offers. For this reason, most agencies still prefer working directly with our authorized dealers or Regional Sales Managers to ensure they're selecting equipment that best fits their operational requirements.</p>	*
----	--	---	---

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>All Etnyre products come with standard start-up training, delivered by our authorized dealers, Etnyre factory representatives, or a combination of both. This hands-on instruction is typically conducted at the customer's location and covers equipment operation, routine maintenance, and basic service procedures.</p> <p>To further support our customers, we also offer regional training sessions at select dealer locations throughout the year. These sessions provide valuable opportunities to deepen product knowledge and gain practical insight into equipment applications.</p> <p>Etnyre is committed to ongoing education and support. Brian Horner, our Director of Dealer Development & Training, leads these efforts to ensure we consistently meet—and exceed—customer expectations regarding equipment operation and maintenance. In addition, we offer a growing library of instructional "how-to" videos on YouTube, with plans to expand this resource based on customer needs.</p> <p>For a more comprehensive learning experience, Etnyre hosts in-depth factory training schools at our headquarters in Oregon, IL—typically held in March or April. These sessions are open to all customers and provide detailed training on equipment functionality and care. A small administrative fee is required to cover expenses and encourage dedicated participation. All training is led by our knowledgeable factory team.</p>	*
42	Describe in detail your warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response.	<p>Our standard warranty for products is 12 months from the in-service date, with optional extended warranties available. Certain components of our products, such as truck chassis and engines, are covered by separate warranties, which are managed through the respective dealers of those components. Etnyre International's warranty includes coverage for both parts and labor related to warranty repairs.</p> <p>The warranty applies for unlimited hours or usage within the warranty period and covers dealer travel time and service truck expenses (mileage). It lasts a full 12 months from the startup date. Some components from other manufacturers may come with longer warranties, which will be honored accordingly.</p> <p>Warranty claims for third-party components are handled based on the manufacturer's policies. Dealers use a Return Merchandise Authorization (RMA) system to return or exchange parts with the factory.</p> <p>Please note that the factory does not offer direct service contracts, which must be negotiated with your local authorized dealer.</p>	*
43	Describe any technological advances that your proposed Solutions offer.	Our products are designed to keep pace with the latest technologies. Many of our products are equipped with the option to use telematics, enabling both the customer and the factory to troubleshoot equipment remotely. This capability also allows for software updates to be performed without the need for on-site service, enhancing convenience and efficiency.	*

44	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>At Etnyre International, we are deeply committed to environmental sustainability and continuously strive to incorporate eco-conscious practices across every aspect of our operations. Each year, we recycle significant quantities of material—including over 900 tons of steel, 200 tons of aluminum, 25 tons of stainless steel, and 250 tons of other metals like brass, copper, and cast steel.</p> <p>To strengthen our recycling initiatives, we’ve partnered with The Recy Group, enhancing logistics, improving efficiency, and diverting more waste from landfills (see attached document for details).</p> <p>Key Highlights of Our Sustainability Efforts Include:</p> <p>LED Lighting Upgrades: Since 2020, we’ve transitioned from halogen and fluorescent lighting to energy-efficient LED fixtures throughout our facilities.</p> <p>Recycling Program Implementation: Launched in July 2024, our comprehensive recycling initiative has already diverted over 76,000 lbs of wood from used pallets.</p> <p>Energy Efficiency Audits: Over the past five years, we’ve conducted in-depth air and natural gas audits to identify inefficiencies, reduce leaks, and upgrade outdated equipment.</p> <p>Advanced Paint System: Our 2020 upgrade has minimized paint waste and significantly improved application efficiency.</p> <p>Compressor System Overhaul: We’ve installed high-efficiency compressors with VFD drives, including a major upgrade to Plant B’s compressor in 2023 and the shot blast compressor in early 2024.</p> <p>Energy-Efficient Heated Air Units: In 2023, two new units were added to the paint shop to reduce energy consumption.</p> <p>Smart Thermostat Integration: A centralized thermostat system now ensures better temperature regulation in our office spaces.</p> <p>Server Room Cooling Upgrade: A new energy-efficient AC unit was installed in 2023 to support critical IT infrastructure.</p> <p>Low-Roll-Resistance Tires: Since 2010, our towed products have featured fuel-efficient tires, helping reduce customers' fuel usage and meeting CARB standards.</p> <p>Green Asphalt Distributor: Introduced in 2020, this diesel-free distributor uses electric-powered burners for cleaner operation.</p> <p>Stage V Engines: All ChipSpreaders are now equipped with low-emission Stage V engines—standardized across global markets.</p> <p>Mercury-Free Components: In 2021, we replaced mercury tilt switches with safer gyroscopic alternatives.</p> <p>Electric Equipment Development: We are actively pursuing the design and production of an all-electric asphalt distributor.</p> <p>Community Cleanups: Since October 2023, our SMF team has led quarterly highway cleanups in Wickenburg, AZ, and we’re seeking approval to launch similar efforts in Oregon, IL.</p> <p>Facility Lighting at SMF: Nearly all lighting at our SMF facility has been upgraded to high-efficiency LED fixtures.</p> <p>Ongoing Waste Diversion: We consistently recycle materials such as cardboard, IT waste, and scrap metal.</p> <p>Reducing Plastic Waste: Water bottle refill stations have been installed to cut down on single-use plastic.</p> <p>Land Conservation: We actively manage 69.5 acres of prairie and woodland through a conservation plan focused on invasive species control and repurposing wood waste into mulch.</p> <p>EV Charging Infrastructure: We’ve installed five electric vehicle charging stations to support cleaner transportation.</p> <p>Our sustainability mission is further supported by The Etnyre Foundation, which funds environmental, humanitarian, and educational programs. To learn more, visit: www.theetnyrefoundation.org</p>
----	--	---

45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Although we are not aware of any third-party issued eco-labels, ratings, or certifications, Etnyre is committed to creating a world where sustainable development can thrive on a global scale. We continue to contribute to the preservation of the global environment through our eco-friendly operations, products, technologies, services, and initiatives.	*
46	Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment.	<p>Etnyre International is dedicated to sustainability and reducing the carbon footprint of our equipment through several innovative features:</p> <ul style="list-style-type: none"> • Tier 5 Engines: All Etnyre and BearCat ChipSpreaders are equipped with Tier 5 engines, meeting the highest emissions standards and significantly reducing harmful emissions compared to traditional asphalt repair equipment. • Tier 4 Engines: All PavementSaver and Crack Sealers feature Tier 4 engines, further lowering emissions and contributing to cleaner air. • PTO Operation for the RoadSaver IIIG: The RoadSaver IIIG operates using the truck's engine via a Power Take-Off (PTO), eliminating the need for a separate engine to power auxiliary equipment. This reduces fuel consumption and minimizes emissions from running multiple engines. • Efficient Hydraulic System in the Crack Sealer: Our Crack Sealer features a Cyclonic Hydraulic Oil Tank, which reduces oil capacity by 80% compared to traditional systems. This conserves resources and lowers the environmental impact related to oil production and disposal. • Innovative Heating System in the Crack Sealer: The Crack Sealer incorporates a unique heating system that uses 50% less thermal heating oil, further reducing the environmental impact of oil production and disposal. <p>Through these advanced technologies, Etnyre International significantly reduces the carbon footprint of our asphalt repair equipment, offering more sustainable solutions for environmental stewardship.</p>	*
47	Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact.	<p>Our solutions integrate low-VOC materials to reduce environmental impact. Most of our coatings meet the AUE360 classification, which has a VOC range of 2.5 to 3.5 lbs/gallon. AUE360 is a two-component, high-solids polyurethane enamel designed to provide a balance between high performance and reduced VOC emissions.</p> <p>We also use ESSS, a low-VOC, single-stage polyurethane enamel with a VOC level of 2.8 lbs/gallon, well within the low-VOC limit (anything below 3.5 lbs/gallon is considered low-VOC).</p> <p>By choosing these coatings, we contribute to reducing emissions and enhancing air quality, in line with industry standards for environmental sustainability. Our approach also ensures full compliance with VOC regulations while maintaining top-quality performance.</p>	*
48	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	<p>Etnyre International is dedicated to enhancing operator comfort and safety through various ergonomic features across our equipment.</p> <p>Etnyre ChipSpreader: The integration of a full CAN BUS wiring system allows for the incorporation of an improved joystick. This design places all necessary controls at the operator's fingertips, significantly reducing strain and enhancing muscle memory during operation.</p> <p>Etnyre RoadSaver IIIG: This model features dual joystick controls that promote ergonomic operation, facilitating muscle memory and minimizing strain on the operator. Additionally, the optional four-camera system, including a blind side view, improves safety and decreases the workload on the line driver.</p> <p>Etnyre PavementSaver: This equipment boasts several ergonomic enhancements. The joystick and operator control center are intuitively designed for ease of use. The operator seat and steering wheel are adjustable, allowing for customized comfort. Controls, including a hydrostatic joystick and CAN keypads, are strategically placed to ensure operators can maintain their sight line, reducing unnecessary movement. Furthermore, dual failsafe brakes enhance safety, providing peace of mind in challenging conditions.</p> <p>Etnyre Crack Sealer: The hose boom is engineered to support the hose and swing freely, minimizing operator fatigue. We also designed a lightweight application wand, which further alleviates strain during use.</p> <p>Overall, Etnyre International is committed to ensuring that all our equipment is as ergonomic as possible without compromising functionality, thereby enhancing the overall operator experience.</p>	*
49	Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety.	<p>All Etnyre equipment is equipped with clearly marked safety decals and accompanied by detailed manuals outlining safety guidelines and operational procedures to ensure proper and safe usage. Required personal protective equipment (PPE) is included with each new unit.</p> <p>Each customer receives personalized training on equipment operation, maintenance, and safety practices. This training is conducted by a certified dealer or Etnyre factory-trained representative, ensuring the highest level of instruction and safety awareness for every user.</p>	*

50	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Etnyre International offers several unique attributes in our products and services that specifically benefit Sourcewell participating entities:</p> <p>Innovative Design: The Etnyre ChipSpreader features a roll feed system that ensures a smooth and consistent chip spread at all speed ranges. This enhances operational efficiency and reliability, crucial for entities looking to maximize productivity.</p> <p>Advanced Operator Interface: We have incorporated a touch screen control system that significantly enhances the operator's interface and overall experience. This user-friendly design makes it easier for operators to manage the machine effectively, reducing training time and improving operational accuracy.</p> <p>Wireless Remote Control: The addition of a wireless front remote control provides operators with greater flexibility and control during operations, allowing them to manage tasks from a distance. This feature not only improves efficiency but also enhances safety by reducing the need for operators to be near a fixed location control box.</p> <p>Comprehensive Diagnostics: Our machines come equipped with full onboard diagnostics, allowing for quick troubleshooting and maintenance. This feature is particularly beneficial for Sourcewell entities, as it minimizes downtime and supports proactive maintenance strategies.</p> <p>Future-Proof Technology: The Etnyre ChipSpreader is designed with the potential for future integration of telematics. This adaptability ensures that participating entities can take advantage of emerging technologies and data analytics to optimize operations and enhance decision-making.</p> <p>Overall, Etnyre International's commitment to innovation, user-centric design, and future-ready technology makes our solutions uniquely valuable to Sourcewell participating entities, setting us apart in the industry.</p>
----	---	---

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>At Etnyre, we are proud to support and partner with Women and Minority Business Enterprises (WMBEs) and Small Business Enterprises (SBEs), actively encouraging relationships with these organizations. Our dealer network reflects this commitment, featuring a diverse group of privately held companies—including several that are women-owned.</p> <p>We are especially proud to include women-owned businesses like West Virginia Tractor and Swanston Equipment among our valued minority-owned partners. While Etnyre does not require dealers to report ownership status, we are honored to work with many veteran-owned businesses as well.</p>	*
52		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	With respect to MBE involvement, Etnyre dealerships operate as independently owned and managed businesses. Our business model allows each dealership the autonomy to make their own decisions regarding the partners and organizations they choose to work with.	*
53		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	With respect to WBE involvement, Etnyre dealerships operate as independently owned and managed businesses. Our business model allows each dealership the autonomy to make their own decisions regarding the partners and organizations they choose to work with.	*
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	With respect to DOBE involvement, Etnyre dealerships operate as independently owned and managed businesses. Our business model allows each dealership the autonomy to make their own decisions regarding the partners and organizations they choose to work with.	*
55		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While Etnyre is not a certified Veteran Business Enterprise (VBE), we are committed to supporting the veteran community whenever possible. Most recently, this was demonstrated during our 2025 Etnyre Dealer & Customer Schools, where we proudly partnered with Mission BBQ—a veteran-supportive catering company—for all event catering.	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	With respect to SDVOB involvement, Etnyre dealerships operate as independently owned and managed businesses. Our business model allows each dealership the autonomy to make their own decisions regarding the partners and organizations they choose to work with.	*
57		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	With respect to SBE involvement, Etnyre dealerships operate as independently owned and managed businesses. Our business model allows each dealership the autonomy to make their own decisions regarding the partners and organizations they choose to work with.	*
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	With respect to SDB involvement, Etnyre dealerships operate as independently owned and managed businesses. Our business model allows each dealership the autonomy to make their own decisions regarding the partners and organizations they choose to work with.	*
59		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	With respect to WOSB involvement, Etnyre dealerships operate as independently owned and managed businesses. Our business model allows each dealership the autonomy to make their own decisions regarding the partners and organizations they choose to work with.	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
60	Describe your payment terms and accepted payment methods.	Payment terms are net 30 and we accept check and electronic payment (wire, ACH).	*

61	Describe any leasing or financing options available for use by educational or governmental entities.	Etnyre offers convenient financing options through a dedicated link on our website, which connects directly to H.I.L. Financial. Additionally, financing and leasing options are available through our extensive dealer network.	*
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Etnyre initiates orders through an RFQ (Request for Quote) process. Once the RFQ is completed—either by the purchasing entity or an authorized dealer—it is submitted to Etnyre's internal Salesforce team, who then prepare and issue an official quote. This quote is sent for approval and acceptance. Upon receiving a signed Price & Acceptance (P&A) form or a purchase order, the information is entered into our system, at which point it becomes an official order. As we currently hold a Trailer contract (092922-ETN) with Sourcewell, we will follow this same proven process to manage and maintain records for Sourcewell reporting under the Roadway Maintenance Equipment category. See uploaded documents.	*
63	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?	Etnyre International is equipped to accept P-Card purchases for parts orders only. Due to the complexity and customization of our equipment, P-Cards cannot be used for unit purchases. However, Etnyre dealers may choose to accept P-Cards at their discretion.	*
64	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.	Etnyre International provides pricing for each model individually, beginning with a "list" base price that includes all standard equipment. Following the base price, each model page features a list of optional equipment, also priced at "list" value. Customers can build their total "list" price by selecting a base model and any desired options. Sourcewell customers will receive a discount based on the proposed percentage applied to the total "list" price. All pricing is FOB Oregon, IL 61061 or Wickenburg, AZ 85390, depending on the product, or through an authorized Etnyre dealer, if applicable. Please refer to the attached price book for full details.	*
65	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.	Etnyre offers a 15% discount from the total off the published "list" price. (Base plus options total).	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Etnyre offers an additional discount per the following: 5-9 units - additional 1% discount 10-14 units - additional 2% discount 15+ units - additional 3% discount	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any sourced products or nonstandard options not listed in the published price catalog shall be added at the supplier's cost plus the applicable standard markup to establish the list price. A discount of fifteen percent (15%) shall then be applied to the calculated list price of such products or options.	*
68	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 delivery. Identify any parties that impose such costs and their relationship to the Proposer.	Freight will be listed as a separate line item on the final invoice and charged at the actual cost of shipping from either the manufacturer's location or an authorized Etnyre dealer facility. The Etnyre shipping department partners with established freight brokers to secure competitive rates. Customers may also choose to handle their own shipping arrangements, if preferred. Freight service options—such as tow-away, hauled, or other methods—can be discussed with the dealer or customer to accommodate the end user's specific needs. Pre-Delivery Inspection (PDI), when performed by an authorized Etnyre dealer, typically incurs a flat fee of \$1,000.00, depending on the complexity and scope of the equipment. This fee is in addition to the equipment price. If the PDI is conducted by an Etnyre Sales Representative, no additional fee is charged. Responsibility for performing the PDI depends on the presence and availability of an authorized dealer within the sales territory.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Etnyre partners with trusted carriers to ensure reliable delivery of our equipment. Once a unit is complete, customers may consult the factory for available freight options. We make shipping simple and cost-effective by offering competitive rates through our logistics brokers. However, customers are also welcome to arrange their own transportation or pick up their unit directly from the Etnyre factory—and enjoy a plant tour during their visit.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight deliveries to Alaska, Hawaii, Canada, and all offshore locations are managed using either FOB (Free on Board), DAP (Delivered at Place), or CIF (Cost, Insurance, Freight) terms, depending on the requirements. Etnyre collaborates with established freight brokers to secure the best rates, or shipping can be arranged directly by the purchaser, based on their preference.	*

71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Shipping always comes with its share of challenges, but the Etnyre team is committed to doing whatever it takes to meet our customers' needs. Recently, one of our dealers expressed concern about delivering a unit to Canada before new tariffs took effect. Thanks to the collaboration and dedication of our team, we expedited the unit through production and ensured it shipped out in time—successfully delivering it ahead of the deadline.</p> <p>Our ability to make this happen stems from having full control over our production process and deep expertise in cross-border logistics. At Etnyre, we believe our customers are the foundation of our success, and exceptional service—before, during, and after the sale—is not just a priority, it's a necessity.</p>	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Etnyre has established a dedicated internal Sourcewell Sales Team, accessible via a centralized email address: sourcewell@etnyre.com. All Sourcewell-related inquiries and requests are routed through this address to ensure prompt and consistent handling.</p> <p>To maintain full compliance with the Sourcewell contract, our specialized team manages the quoting process from start to finish. It begins with the submission of a Request for Quote (RFQ), which must include both the Sourcewell contract number and the member's Sourcewell ID. Using Sourcewell-approved pricing and discount structures, our team typically generates an official quote and Proposal & Acceptance (P&A) document within the same business day. These documents are then sent to either the dealer or participating entity, as appropriate.</p> <p>To proceed with an order, the customer must return a signed P&A or a valid purchase order. Once received, the order is entered into our production system and flagged as a Sourcewell order for easy tracking and identification.</p> <p>Each Sourcewell order is also recorded in our dedicated tracking document—the Sourcewell Blue Book, an internal Excel file that logs all relevant order details over the life of the contract. For reporting purposes, our Sourcewell team submits the required quarterly sales report to our Accounting Department, which then processes the appropriate administrative fee payment to Sourcewell.</p>	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Etnyre utilizes tracking spreadsheets and Salesforce to monitor all public-sector sales across our dealer network for accurate reporting and performance analysis. Our Salesforce order tracking system provides real-time, detailed reports on both quotes and orders. Sourcewell contract orders are assigned a unique code, enabling us to easily track and analyze the volume and percentage of business generated specifically through the Sourcewell contract.</p> <p>In addition, we maintain the Sourcewell Blue Book—a dedicated tracking document aligned with the current RFP—that spans the full duration of the contract. This resource allows us to quickly access all relevant order information and assess the contract's effectiveness, helping us identify areas of success and opportunities for improvement.</p>	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Etnyre proposes a 1% administrative fee based on the total sales generated from the contract, excluding freight, assembly fees, and pre-delivery inspection fees.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	We value our partnership with Sourcewell and, as a result, are offering pricing that is more competitive than our standard rates.	*

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

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Etnyre International will provide its full range of products that fall within the scope of this RFP, including the following equipment offerings:</p> <p>Etnyre FWD (Front Wheel Drive) ChipSpreader with Hopper</p> <p>Etnyre 4WD (Four Wheel Drive) ChipSpreader with Hopper</p> <p>BIG 4WD (Four Wheel Drive) ChipSpreader</p> <p>Hopper options available for all Etnyre ChipSpreaders (FWD-Front Wheel Drive & 4WD-Four Wheel Drive):</p> <p>Fixed Hopper options range from 11' thru 14'</p> <p>Variable 9'/18' system – spreads from 1' to 18'</p> <p>Variable 10'/20' system – spreads from 1' to 20'</p> <p>Variable 11'/22' system – spreads from 1' to 22'</p> <p>Variable 12'/24' system – spreads from 1' to 24'</p> <p>BearCat Mfg FWD (Front Wheel Drive) ChipSpreader – 20' Tandem Chipper - spreads 1' to 20'</p> <p>BearCat Mfg 4WD (Four Wheel Drive) ChipSpreader – 20' Tandem Chipper -spreads 1' to 20'</p> <p>BearCat Mfg FWD (Front Wheel Drive) ChipSpreader Stealth – 16' Tandem Chipper - spreads 1' to 16'</p> <p>BearCat Mfg 4WD (Four Wheel Drive) ChipSpreader Stealth – 16' Tandem Chipper - spreads 1' to 16'</p> <p>Etnyre Crack Sealer – ECS250</p> <p>Etnyre Crack Sealer – ECS400</p> <p>Etnyre Pavement Saver</p> <p>Etnyre Rayn Pro Skid Unit</p> <p>Etnyre Rayn Pro Trailer Unit</p> <p>Etnyre Rayn Pro Truck Unit</p> <p>Etnyre RoadSaver RS-3G</p>

77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>ChipSpreaders Etnyre ChipSpreaders</p> <p>FWD (Front Wheel Drive) ChipSpreader with Hopper</p> <p>4WD (Four Wheel Drive) ChipSpreader with Hopper</p> <p>BIG 4WD ChipSpreader</p> <p>Hopper Options for Etnyre ChipSpreaders (FWD & 4WD):</p> <p>Fixed Hopper Options: 11' to 14'</p> <p>Variable Hopper Systems:</p> <p>9'/18' – spreads from 1' to 18'</p> <p>10'/20' – spreads from 1' to 20'</p> <p>11'/22' – spreads from 1' to 22'</p> <p>12'/24' – spreads from 1' to 24'</p> <p>BearCat Mfg ChipSpreaders</p> <p>FWD (Front Wheel Drive) ChipSpreader – 20' Tandem Chipper (spreads 1' to 20')</p> <p>4WD (Four Wheel Drive) ChipSpreader – 20' Tandem Chipper (spreads 1' to 20')</p> <p>FWD ChipSpreader Stealth – 16' Tandem Chipper (spreads 1' to 16')</p> <p>4WD ChipSpreader Stealth – 16' Tandem Chipper (spreads 1' to 16')</p> <p>Crack Sealers Etnyre ECS250 Crack Sealer</p> <p>Etnyre ECS400 Crack Sealer</p> <p>Pavement Maintenance Units Etnyre Pavement Saver</p> <p>Etnyre Rayn Pro Skid Unit</p> <p>Etnyre Rayn Pro Trailer Unit</p> <p>Etnyre Rayn Pro Truck Unit</p> <p>Slurry Seal & Micro Surfacing Equipment Etnyre RoadSaver RS-3G</p>	*
----	--	--	---

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed category or type of solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
78	Asphalt recyclers and reclaimers, hot boxes	<input type="radio"/> Yes <input checked="" type="radio"/> No	None	*
79	Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters	<input checked="" type="radio"/> Yes <input type="radio"/> No	Crack Sealers RoadSaver RaynMaker PavementSaver See uploaded literature.	*
80	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	ChipSpreaders See uploaded literature.	*
81	Pavement marking application and removal equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	None	*

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

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - C-RME-SW-25.pdf - Monday May 05, 2025 14:12:30
 - [Financial Strength and Stability](#) - Etnyre International Audit Report - FY 24 Opinion and FS.pdf - Thursday May 01, 2025 09:21:46
 - [Marketing Plan/Samples](#) - Sourcewell Social Media- Etnyre (3).pdf - Wednesday April 30, 2025 14:30:12
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction Docs.zip - Thursday May 01, 2025 09:24:57
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Addl Docs.zip - Monday May 05, 2025 09:04:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kathy Burright, Export Sales Administrator, Etnyre International

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Roadway_Maintenance_Equipment_RFP050625 Wed April 23 2025 04:17 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Roadway_Maintenance_Equipment_RFP 050625 Tue April 8 2025 02:54 PM	<input checked="" type="checkbox"/>	1