



MASTER AGREEMENT #050625
CATEGORY: Roadway Maintenance Equipment
SUPPLIER: Keizer Morris International, Inc.

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 Keizer Morris International, Inc., 6561 Bernie Kohler Dr., North Branch, MI 48461 (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

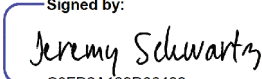
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must 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

Keizer Morris International, Inc.

Signed by:



C0FD2A139D06489...

By: _____

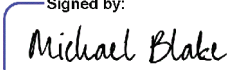
Jeremy Schwartz

Title: Chief Procurement Officer

7/2/2025 | 8:57 AM CDT

Date: _____

Signed by:



3790D81E5C994BA...

By: _____

Michael Blake

Title: VP of Sales and Marketing

7/2/2025 | 6:22 AM CDT

Date: _____

RFP 050625 - Roadway Maintenance Equipment

Vendor Details

Company Name: Keizer Morris International Inc

Does your company conduct business under any other name? If yes, please state: KM International

Address: 6561 Bernie Kohler Dr
North Branch, MI 48461

Contact: Michael Blake

Email: mblake@kminternational.com

Phone: 810-688-1234

Fax: 810-688-8765

HST#: 202028020

Submission Details

Created On: Thursday March 20, 2025 11:51:53

Submitted On: Tuesday May 06, 2025 13:30:05

Submitted By: Michael Blake

Email: mblake@kminternational.com

Transaction #: b987330b-ebe9-47b9-a0e4-89474f6b3053

Submitter's IP Address: 147.243.245.242

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.	Keizer Morris International, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes, the master agreement would be executed with Keizer Morris International, Inc.	*
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).	DBA Name: KM International, Inc., KMI, KM International KM International has no subsidiaries or partnership that would work directly with an executed master agreement.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3GQV5	*
5	Provide your NAICS code applicable to Solutions proposed.	423810	*
6	Proposer Physical Address:	6561 Bernie Kohler Dr. North Branch, MI 48461	*
7	Proposer website address (or addresses):	https://www.kminternational.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):	Michael Blake, VP of Sales and Marketing, 6561 Bernie Kohler Dr. North Branch, MI 48461, mblake@kminternational.com, 810-688-1234 (Office), 810-658-6260 (Cell)	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Blake, VP of Sales and Marketing, 6561 Bernie Kohler Dr. North Branch, MI 48461, mblake@kminternational.com, 810-688-1234 (Office), 810-658-6260 (Cell)	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Blake will be the only contact affiliated with this bid submission	*

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.	KM International was originally established in 1984 by Greg Keizer and Carl Morris. KM International started as an asphalt contractor and gradually worked their way into manufacturing equipment for their own use and marketing and selling equipment to other regional asphalt contractors. Over the subsequent years KM International progressed into strictly a manufacturer and invested a significant amount of time, money, and resources into growing their domestic and international reach. Today KM International is a global leader in providing an extensive line of pavement maintenance equipment, supplies, and materials. Today KMI equipment can be seen in use in all 50 states, along with 48 different countries around the world. KMI remains dedicated to offering the industry's best equipment, and providing training and service that is second to none.	*

12	What are your company's expectations in the event of an award?	In the event of an award we except this contract to provided our municipal, and non profit customers an easy, and seamless procurement method that will allow them to satisfy the bidding process and procure the equipment and services they want to instead of the equipment and services that were low bid. Metrics wise KMI sees this contract potentially adding an increase of approximately 10% to the number of units sold to governmental agencies and a similar figure in revenue.	*
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.	KM International has experienced double digit percentage growth in both the total # of units sold and the total revenue over the past several years. This year we are projecting a 9-10% growth in revenue and about the same in total # of units sold. The growth patterns can be almost directly derived from significant growth from the governmental sector over the last 4-5 years. KMI has satisfactorily banked with Chase Bank and Huntington Bank for the last 10+ years and bank reference letters from each are included in the document upload section.	*
14	What is your US market share for the Solutions that you are proposing?	Infrared Asphalt Recyclers: Estimated 75% Asphalt Hotbox Reclaimers: Estimated 55% Asphalt Recyclers: Estimated 50% Crack Maintenance Equipment: Estimated 35% Sealcoat Tanks: Estimated 20%	*
15	What is your Canadian market share for the Solutions that you are proposing?	Infrared Asphalt Recyclers: Estimated 75% Asphalt Hotbox Reclaimers: Estimated 55% Asphalt Recyclers: Estimated 50% Crack Maintenance Equipment: Estimated 35% Sealcoat Tanks: Estimated 20%	*
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.	KM International has never filed 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?	KM International can best be categorized as a manufacturer. KM International sells through an expansive dealer network who are third party representatives. KM International's distributor network consists of 22 companies who collectively cover 39 US States and 9 Canadian Provinces. All our KM International's distributors are factory trained to promote, sell, service, and provide training on KM's entire equipment line up.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	KM International is licensed as a Michigan S-Corp North American Trailer Manufacturers (NATM) National Highway Traffic Safety Administration (NHTSA) Federal Motor Vehicle Safety Standards (FMVSS) Federal Motor Carrier Safety Administration (FMCSA) Association of Equipment Manufacturers (AEM) CE Certifications	*
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.	KM International has no current or previous debarments in an State.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	AEM Bronze Award-2023 American Infrastructure Brand Award Winner (Asphalt Repair)- 2023 &2024 Iron Markets Top Product Award- 2024	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 70% of KMI's total revenue is derived from governmental sales and approximately 60% of total units sold are to the governmental sector in the last 3 years. We except these numbers to continue to climb over the next 3-5 years.	*

22	What percentage of your sales are to the education sector in the past three years?	Less than 5% of KMI's total revenue and units sold are to the education sector.	*
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?	Held by KM International Direct: Sourcewell-\$1.25 Million/Annually State of New Jersey - \$500,000/Annually State of South Carolina- \$150,000/Annually MiDeal- Less than \$50,000 Annually National Cooperative Purchasing Alliance- Less than \$50,000 Annually Held By KM Distributors: State of Connecticut - \$150,000/Annually(Held by KMI Distributor) State of Massachusetts-\$100,000 Annually(Held by KMI Distributor) North Carolina Sherriff's Association- \$250,000 Annually(Held by KMI Distributor) Minnesota State Contract - \$150,000 Annually(Held by KMI Distributor) Ohio State Contract - \$100,000 Annually(Held by KMI Distributor) Kentucky State Contract - \$50,000/ Annually (Held by KMI Distributor)	*
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?	KMI does not hold a GSA contract directly but does offer our products through FedHarmony, who is third party GSA contract holder. KMI's annual sales volume through FedHarmony for GSA sales is approximately \$100,000-150,000.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Rhode Island DOT	Matthew Spina	401-734-4875	*
Genesee County Road Commission (Flint, MI)	Kendra Love	810-767-4920	*
Connecticut DOT	James Chupas	860-748-0554	*
Virginia DOT	Joe Yates	276-701-1979	
New Jersey DOT	Vincent Bozzo	609-947-4590	

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

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

Line Item	Question	Response *	
26	Sales force.	KMI currently has 5 internal, full time sales representatives with the anticipation to add 1-2 more over the next 12 months. The KMI distribution network has over 100 total sales representatives authorized to sell, service, and train on KMI's entire product line up.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	KMI works through a vast distribution network comprised of 22 individually companies who collectively cover 39 US States and 9 Canadian Provinces. All KMI distributors are factory trained in both sales and service and fully authorization on behalf of the manufacturer to promote, demo, sell, service, and provide training on KMI' all KMI equipment offerings. For end customers not located within a state where KMI has distribution, KMI will work the end user direct from the factory.	*
28	Service force.	KMI currently employs 5 full time service technicians internally. Each of KMI's distributors are required to at least 1 factory trained service technician on staff.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The standard ordering process is to have all sales go through distribution when applicable. The distributor will go demo, and sell the piece of equipment the PO from the end user is issued to the distributor directly and the distributor in turn processes the order through KMI as the manufacturer to be built and shipped. In most cases the unit is shipped directly to the distributor and from there the distributor will PDI the machine and make final delivery and training to the end user. For end users not located within a distributors territory, an internal KM sales representative works with the end user directly to sell, deliver, and train on the unit. Distributors are all provided a Sourcewell Sales Checklist sheet that can be found in the Document upload Section ensuring they are gathering all the correct information for reporting purposes.	*
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.	KMI along with our distributors take immense pride in our customer service program. Once a service issue arises it is our standard practice to have an applicable solution to the customer within 2-4 hours. 90% of service concerns can be alleviated over the phone or via email however if it is determined the issues needs to be evaluated in person we recommend the end user take it to the closest distribution center and we then work with them to get the unit up and running. KMI has a vast library of service manuals, diagrams, and troubleshooting steps that are utilized. The KMI service team is available via phone from 8am-4:30pm EST M-F and can be reached via email 24/7.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	KMI has held a Sourcewell contract for the last 4 years and in that time has shown an unwavering ability and willingness to offer participating Sourcewell agencies reliable equipment, exceptional service, and unrivaled support. With that being said if KMI is fortunate to be awarded a Sourcewell contract again we will continue to offer agencies the same level of service and support they have come to expect from KMI.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	KMI along with its Canadian Distributors are willing and able to provide our products and services to participating Sourcewell/Canoe agencies in Canada. In the last 4 years KMI's Canadian distributors have worked effortlessly to promote the usage of Sourcewell/Canoe to applicable agencies and we feel have made tremendous strides in that time.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	KMI and our Distributors have the full capability to offer our products and services to all 50 US States and all 10 Canadian Provinces.	*
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.	If awarded a Sourcewell contract their will be no account types which will be excluded for any reason. KMI currently encourages all of our governmental clients to use the Sourcewell contract, not only for KMI's product offerings but for all other equipment and services they may be looking for.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	KMI has done business with governmental agencies in Hawaii and Alaska and their would be no special requirements or restrictions for either of these states.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes KMI is prepared to offer the same terms of an awarded Master Agreement to any nonprofit entities.	*

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.	As a current awarded vendor KMI is continually pushing and promoting the use of our Sourcewell contract. A dedicated page can be found on our main website with all the pertinent contract information and how to use it. KMI uses the Sourcewell logo in all our print advertisements in governmental publications. KMI also displays the Sourcewell logo on our machines at any governmental trade shows and expos such as the APWA PWX show, local APWA Shows, etc. KMI has PDF single page flyers made up that are sent to each of our governmental clients and used by our distribution network as well. KMI is an active member of the American Public Works Association (APWA), American Traffic Safety Service Association (ATSSA), among other organizations with a direct reach to reach to governmental organization who qualify for Sourcewell purchasing.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The KMI marketing team runs a comprehensive digital marketing strategy that includes SEO-SEM Optimization, Google AdWords Campaigns, Social Media, E-Newsletters, quarterly content pieces, redirect and contextual ad campaigns, among many other digital marketing strategies. All KPI's for these campaigns are well above industry average	*
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?	In our opinion Sourcewell is the most well know and respected national cooperative purchasing contract and a majority of the governmental clients we interact with are already familiar and signed up with Sourcewell. As a currently awarded vendor the support and marketing support from Sourcewell has been second to none and KMI has no additional recommendations above and beyond what is being done. Ultimately we feel it is the job of us as a contract holder to promote and utilize our Sourcewell contract to every applicable end user.	*
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.	KM International does have a limited e-commerce section on our website that includes common spare parts and material along with some of our smaller equipment offerings. Governmental agencies do occasionally utilize KMI's e commerce platform but most times prefer to order parts from their local distributor or the factory direct via phone or email.	*

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.	All KMI distributors offer on site training for new orders. If the customer is within a 100 mile radius training in most cases is free of charge however if the customer falls outside of that 100 mile radius a minimal training fee may be charged depending on location. KMI offers free training at our facility if the customer is willing to make the trip. Any factory direct sales training is optional and again a small fee may be charged along with any travel expenses that may be incurred. KMI offers a vast library of digital resources for equipment start up and maintenance, which our customers take advantage of quite frequently.	*
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.	For all trailer mounted units KMI offers a 2 year warranty against defective parts and workmanship and a lifetime warranty on the trailer frame structure itself. For any non trailered units KMI offers a 1 year manufacturers warranty against defective parts and workmanship. Warranty claims can be made through any KMI distributor or through the factory direct. A full warranty statement can be found in the document upload section.	*
43	Describe any technological advances that your proposed Solutions offer.	Infrared Recyclers- Only manufacturer to incorporate the following features: Automatics Heat Cycling Technology, Pilot Ignition System, Ceramic Heating Element Asphalt Hotbox Reclaimers-Only manufacturer to incorporate the following features: Fully Digital Control Panel, Reverse Polyhedron Asphalt Storage Hopper Allowing for Maximum Heating Efficiency, Lithium Ion Battery KM T-2 Asphalt Recycler: To our knowledge KMI is the only current manufacturer offering a machine of this specific specification and characteristics.	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	KM International entire product line up is intended to reduce or eliminate asphalt waste. Infrared Recyclers: In place recycling existing asphalt which will in turn require less new material to be procured and used. Asphalt Hotbox Reclaimers: Maintain asphalt temperatures for 48 hours reducing or eliminating the need to discard asphalt because it got "too cold" to use. KM T-2 Asphalt Recycler: Recycle "junk" asphalt material back into plant quality hotmix asphalt.	*

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.	KM International has not been issued an eco labels or certifications.	*
46	Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment.	KM International entire product line up is intended to reduce or eliminate asphalt waste. Infrared Recyclers: In place recycling existing asphalt which will in turn require less new material to be procured and used. Asphalt Hotbox Reclaimers: Maintain asphalt temperatures for 48 hours reducing or eliminating the need to discard asphalt because it got "too cold" to use. KM T-2 Asphalt Recycler: Recycle "junk" asphalt material back into plant quality hotmix asphalt.	*
47	Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact.	No KMI equipment uses low-VOC or biodegradable materials.	*
48	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	KMI's entire product line up is designed to not only be durable and optimize efficiency but most importantly is is designed to keep those operating it safe. All loading doors are shock assisted and require less than 15lbs. of applied pressure to open and close.	*
49	Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety.	Every single piece of KMI equipment is equipped with a emergency stop (E-Stop) button that when pushed will immediately cut power and fuel to the entire unit. Units are also equipped with an onboard fire extinguisher. Other safety mechanism on the respective equipment are in place to prevent fire, or other safety related hazards. In all equipment manuals and on decals located on the machine KMI clearly states and recommends the use of PPE and safety is always the first thing covered during any in person training event.	*
50	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?	We of course price ourselves on the quality, reliability, and innovativeness of the equipment we manufacturer and stand behind that with a service and support program that is as good as any other manufacturer in this industry. But what we feel make KMI unique is that we have partnered with 22 distributors who share the same value to quality and a support as we do and they are continually exceeding our expectations as a manufacturer. Because this is a National contract covering the US and Canada we feel it is impetrative that and respondent not only has the equipment that is being requested but also has a nationwide network that is willing to support that equipment from the sale, to service, to training and follow up. Additionally KMI offers one of the most diverse and extensive product line up's in the industry. Most manufacturers focus solely one 1 or 2 items or categories however KMI manufacturers over 35 different products that match almost perfectly with the items being requested as part of this RFP.	*

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.		☐ Yes ☒ No	KM International is not categorized under any of these classifications.	*
52		Minority Business Enterprise (MBE)	☐ Yes ☒ No	KM International is not categorized under any of these classifications.	*
53		Women Business Enterprise (WBE)	☐ Yes ☒ No	KM International is not categorized under any of these classifications.	*
54		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	KM International is not categorized under any of these classifications.	*
55		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	KM International is not categorized under any of these classifications.	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	KM International is not categorized under any of these classifications.	*
57		Small Business Enterprise (SBE)	☐ Yes ☒ No	KM International is not categorized under any of these classifications.	*
58		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	KM International is not categorized under any of these classifications.	*
59		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	KM International is not categorized under any of these classifications.	*

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.	Standard payment terms for any governmental agency, non profit, or K-12 School is Net 30 Days. Payments may be made via check, ACH, or P-card.	*
61	Describe any leasing or financing options available for use by educational or governmental entities.	KM International offers government entities rental as well as lease to own options on all equipment lines. For entities wishing to obtain 3rd party financing KMI works with NCL Government Capital for these request.	*
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.	Internally KMI's standrad practice is to provide end users with a formal written estimate to review and approve and issue a PO. Once the unit is completed the unit is delivered to the customer and an invoice will be emailed to the respective party. For any trailer mounted units a Certificate of Origin will be provided to allow the entity to register it with their respective SOS.A USB drive is provided with each piece of piece that includes the operators manual, parts diagrams, and other resources. A sample estimate, invoice, and Certificate of Origin can be found in the document upload section.	*
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?	KMI does accept P-Card. Depending on the amount of the transaction a 3-5% processing fee may be charged.	*

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.	KMI's pricing model is a line item discount off of MSRP/List Pricing. A detailed pricing sheet can be found in the document upload section.	*
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.	KMI is prepared to offer a 10% discount off of our standard MSRP pricing which is substantially higher than any discount given on any other governmental contracts we hold. This 10% discount will be applied across the board to all equipment, options, and additional accessories.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	KMI is prepared to offer and additional 5% discount on any orders of 6 or more units. A "unit" is considered a completed piece of equipment not additional options that are sold on a singular piece of equipment.	*
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.	In the event a customer has a special request for a non contract item KMI will price it as cost +25% which is a 10% discount off our standard practice outside of Sourcewell. The 25% mark up is ultimately just to cover our administration and handling of purchasing the non contract item and installing it on to a unit.	*
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 inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Equipment procured from an Authorized KMI Distributor may incur a \$550 Pre Delivery Inspection Fee (PDI). The PDI fee will include a thorough walk through to ensure there was no damage to the unit during shipping, delivery and training to the end customer and if applicable putting fuel in the unit prior to final delivery.	*
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.	Because KMI's product line is so diverse freight is calculated on a per estimate basis and is quoted at market price. KMI has an internal logistics manager whose sole job is to find the most competitive freight rates and most freight estimates can be received within 1-2 hours.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	KMI has experience shipping to Hawaii, Alaska, and Canada. For shipments to Hawaii or Alaska KMI prefers to use T Force Logistics (formerly UPS Freight) or XPO Logistics as they are both global companies with exceptional records for getting shipments to end users on time, and undamaged. Canadian shipments are normally handled by our Canadian distribution network who have the necessary customs, and broker networks already in place.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As previously mentioned if an unit is ordered through a KM Distributor the Distributor will deliver the unit and offer the in service/training at the same time. Occasionally it may make more sense to ship a unit direct to the end user and the distributor and/or factory can offer training at a later date.	*
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.	Currently during our sales teams initial fact finding call/email the question is always asked "if you move forward with a purchase will you be using Sourcewell" if so our sales team is trained to provide the correct pricing and other relevant information. If the answer is no or they are unaware of Sourcewell we encourage them to sign up to become a member so they can take advantage of the discount on this purchase and everything else Sourcewell has to offer. For administrative fee reporting KMI currently has a separate customer category in our ERP system that allows us to track Sourcewell sales and metrics to ensure accurate quarterly reporting. Sourcewell quotes being provided by distributors are verified internally by their KM account rep prior to being sent to the end user. Sourcewell pricing is pre loaded into our ERP system so when a KM sales rep starts an estimate for a customer and selects the Sourcewell pricing tab the price are automatically generated to show Sourcewell prices. This ensures we never mis quote an end user.	*
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.	KMI's 2 main metrics/KPI's will be # of units sold on Sourcewell and total revenue derived from Sourcewell. We have both of these reports currently set up in our ERP system and are we use internally to gauge success with our current contract. Another metric we track is the number of Sourcewell quotes provided. This metric helps us compare the # of leads received compared to how many of those leads were provided a Sourcewell quote. Currently over 60% of the quotes we provide to governmental agencies are through Sourcewell.	*

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.	KMI is prepared to offer Sourcewell a 3% administrative fee for all Sourcewell sales. This admin fee is agreed to be all inclusive of equipment, options, and materials.	*
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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.	The pricing being offered in the RFP is better than the pricing available on any other governmental contract held by KM International directly or any of our distributors.	*

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.	KM International manufacturers and distributes one of the pavement maintenance industries most diverse and expansive product lines. Asphalt Hotbox Reclaimers - Over 25 Available Models to Choose From - 1/2 Ton- 4 Ton Options - Trailer Mounted or Skid Mounted Options - Diesel or Propane Fired - Over 25 Options to Choose From Infrared Asphalt Recyclers - 4 Models to Choose From - Sizes Ranging from 16 Sq. Ft. to 48 Sq. Ft. Asphalt Recycler(s) - KM T2 Asphalt Recycler 4 Tons Per Hour Production Crack Maintenance Equipment - Crack Jet II Heat Lance - KM 55 Rubber Melter - Pro Patch 55 Mastic Melter - MA 10 Rubber Applicator -MA 15 Mastic Applicator - All in One Crack Maintenance Trailer Package Sealcoat Machines - 550 and 700 Gallon Capacity - Skid or Trailer Mounted Options - Additional "Add-On" Options Available Compaction Equipment - Authorized Reseller for both Bomag and Multiquip Compaction Equipment Line Stripers - Authorized Reseller for Graco Line Stripers Materials - CRF Asphalt Rejuvenating Agent - Black Fusion Asphalt Cement	*
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Asphalt Recyclers and Reclaimers, Hotbox Patchers Patchers, Sealcoaters, Joint and Crack Sealers, Crack Routers, Mastic and Adhesive Melters Pavement Marking Equipment	*

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	☒ Yes ☐ No	- 25 Different Hotbox Reclaimers Models - 4 Infrared Asphalt Recyclers Models - KM T2 Asphalt Millings Recycler	*
79	Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters	☒ Yes ☐ No	- 4 Different Models of Sealcoat Tanks - Pro Patch 55 Mastic Applicator - MA 15 Mastic Applicator - Crack Cleaning and Hot Pour Rubber Application Equipment	*
80	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	☐ Yes ☒ No	KMI does not offer anything that would fit within this category	*
81	Pavement marking application and removal equipment	☒ Yes ☐ No	We are an authorized reseller for Graco Line Stripers	*

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 *
	☐ Yes ☒ 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](#) - 2025 Sourcewell Pricing-Final.pdf - Tuesday May 06, 2025 13:04:17
 - [Financial Strength and Stability](#) - Keizer Morris International Bank Reference Letters.pdf - Tuesday May 06, 2025 11:24:40
 - [Marketing Plan/Samples](#) - KM International Marketing Plan-Sourcewell Proposal.pdf - Tuesday May 06, 2025 11:28:23
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Keizer Morris Standard Transaction Documents.pdf - Tuesday May 06, 2025 11:26:54
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Keizer Morris Additional Documents.pdf - Tuesday May 06, 2025 13:03:03

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. - Michael Blake, Director of Sales and Marketing, Keizer Morris International, Inc.

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Roadway_Maintenance_Equipment_RFP050625 Wed April 23 2025 04:17 PM	☒	2
Addendum_1_Roadway_Maintenance_Equipment_RFP 050625 Tue April 8 2025 02:54 PM	☒	1