

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-BAI

Proposer's full legal name: BOMAG Americas, Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

Jeremy Schwartz
COP02A150D36488
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
7E42B5F817A54CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-BAI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name BOMAG Americas, Inc.

Authorized Signatory's Title President

Robert Mueckler
VENDOR AUTHORIZED SIGNATURE

Robert Mueckler
(NAME PRINTED OR TYPED)

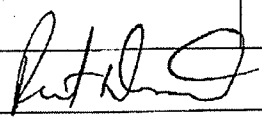
Executed on May 10, 2019

Sourcewell Contract # 032119-BAI

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: BOMAG Americas, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS

Proposer's Signature: Date: 3/20/19**Sourcewell's clarification on exceptions listed above:**

No exceptions noted.



Contract Award
RFP #032019



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES**, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: BOMAG Americas, Inc.

Date: March 20, 2019

Company Address: 125 Blue Granite Parkway

City: Ridgeway

State: SC

Zip: 29130

CAGE Code/DUNS: 80-981-6663

Contact Person: Pamela Makela

Title: Sales Support, Equipment

Authorized Signature: _____

(Name printed or typed)



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: BOMAG Americas, Inc.

Address: 125 Blue Granite Parkway

City/State/Zip: Ridgeway, SC 29130

Telephone Number: 803-337-0731

E-mail Address: pamela.makela@bomag.com

Authorized Signature: 

Authorized Name (printed): Rob Mueckler

Title: President

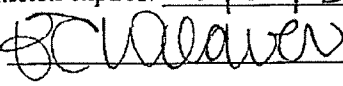
Date: 03/20/2019

Notarized

Subscribed and sworn to before me this 20th day of March, 20 19

Notary Public in and for the County of Lexington State of SC

My commission expires: 6/23/2027

Signature: 



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: BOMAG Americas, Inc.

Questionnaire completed by: Pamela Makela

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
BOMAG standard payment terms are NET 30 days, the exception is Refuse Compactors which are NET 60 days. These terms are made to our authorized heavy equipment Dealers as they provide all local service, sales and billing.
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
While BOMAG offers municipal lease programs on a case by case basis, they are typically offered through a third-party vendor. In most cases, the applicable BOMAG authorized heavy equipment Dealer arranges the financial lease packages to respective entities when requested.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

The customer will place a Sourcewell equipment order with the authorized local BOMAG Dealer. The BOMAG Dealer will place the order with BOMAG to satisfy the requirement, if the unit is not already in stock at the Dealer. All orders must be placed through our Dealers. The Dealers will be directly involved in the entire process. A BOMAG Dealer listing is included electronically with this proposal. BOMAG will notify Sourcewell of any Dealer changes in territory or responsibility in the event any occur.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

All transactions are via our local Dealer.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
Yes.
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
Yes, standard BOMAG warranties are to cover defects in material and/or workmanship for 1 year/1,000 hours of use and 2 years/2,000 hours for engines, whichever occurs first.
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
Yes, an allowance for travel time and mileage is covered under the base warranty program.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

We can provide a certified technician to perform warranty repairs in all geographic regions of the United States. When the Dealer delivers the equipment a delivery report is filed with BOMAG's warranty department which activates the warranty. All service warranty work must be performed and filed for (claimed) by an authorized BOMAG Dealer. Once the Dealer files the appropriate claim with BOMAG, the Dealer is reimbursed for the parts, allowable warranty labor, travel time and mileage (if applicable). The BOMAG warranty policy and procedure pages can be found included with this RFP.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Warranty claims for engines will be passed onto the OEM. BOMAG warranties all other items used in our manufacturing process.

- What are your proposed exchange and return programs and policies?

Warrantable repairs are covered during warranty period, we have no exchange or return policy for equipment.

- 6) Describe any service contract options for the items included in your proposal.

BOMAG currently does not offer any service contract options. These are quoted individually by our Dealers.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

BOMAG's product line includes primarily but not limited to Road Building and Maintenance Equipment, including Asphalt Pavers, Tandem Rollers, Single Drum Rollers, Reclaimer Stabilizers, Asphalt Milling Machines, High Speed Embankment Compactors, Compaction Plates, Tampers, Trench Compactors and Sanitary Refuse Compactors.

- 8) 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. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

BOMAG's pricing model is a percentage discount off of all whole goods and options listed in the catalog. Please find a copy of our electronic Sourcewell pricing with this RFP.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The Sourcewell member is eligible for a 28.5% discount off of BOMAG's list price.

- 10) The pricing offered in this proposal is

_____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

BOMAG does not offer any quantity or volume discounts or rebate programs. However, we will offer a 2% administration fee as is described as an industry standard fee.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

This is not applicable as the BOMAG pricing list contains the majority of the options.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

The only potential additional cost which would not be included in pricing with this proposal is freight or pre-delivery inspection that each authorized BOMAG Dealer is required to perform. These “PDI” charges could range from as low as \$200 to as much as \$2,500 depending on the type and size of the equipment. These charges would be payable to the local authorized BOMAG Dealer, as would the total invoice of the prospective machine at Sourcewell contract pricing.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

BOMAG utilizes a third-party logistics firm to broker and ship product all over North America. This 3PL provides us the best possible freight rates for the customer. We have standardized our freight rates on the majority of our machines being shipped throughout the U.S. and Canada. These rates can be found on our Sourcewell contract pricing sheet included electronically with this RFP.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

For shipments to the non-contiguous States, we typically arrange freight to a specific port and then the Dealer will arrange the remainder of the shipment to their requested delivery location. BOMAG can offer the full shipment to any location desired in the U.S.A. or Canada. Canada shipments are handled the same as the process for U.S. shipments.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

None.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

BOMAG will utilize our Sales Support Manager to review and verify Sourcewell sales to ensure compliance with the anticipated contract. We will provide documented review as requested by Sourcewell in a reasonable amount of time following the request or compliance schedule.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

We will offer a 2% administration fee as is described as an industry standard fee.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.
BOMAG is not currently ISO certified.
- 20) Describe any environmental management system certifications obtained by your organization.
None at this time.
- 21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.
We do provide preventative maintenance documentation and additional training programs in our Ridgeway, SC training facility as well as locally through our Dealers.

Signature: _____

Date: _____

3/20/19

BOMAG #032119-BAI

Pricing for contract #032119-BAI is provided at 28.5% off list price to Sourcewell participating agencies.