



MASTER AGREEMENT #050625
CATEGORY: Roadway Maintenance Equipment
SUPPLIER: ThorWorks Industries 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 ThorWorks industries Inc., 2520 Campbell St., Sandusky, OH 44870 (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.

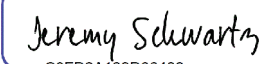
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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

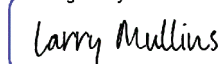
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must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

Sourcwell

ThorWorks Industries Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 7/4/2025 | 8:05 AM CDT

Signed by:

 D69FE1C318E14EB...
 By: _____
 Larry Mullins
 Title: CFO
 Date: 7/3/2025 | 10:16 AM CDT

RFP 050625 - Roadway Maintenance Equipment

Vendor Details

Company Name: ThorWorks Industries

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

Address: PO. Box 2277
Sandusky, OH 44870

Contact: Robert Shutt

Email: rshutt@sealmaster.net

Phone: 440-420-0379

Fax: 419-626-1166

HST#: 41-1529458

Submission Details

Created On: Monday April 14, 2025 09:40:37

Submitted On: Tuesday May 06, 2025 11:36:53

Submitted By: Cody Hale

Email: chale@sealmaster.net

Transaction #: 14e9dfd4-268f-43a7-a8a2-9da8ad949567

Submitter's IP Address: 147.243.236.11

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.	ThorWorks Industries Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
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).	The list below covers all of the entites doing business as a SealMaster franchise across the United States and Puerto Rico. Albany, New York-Albany, Syracuse, Westmoreland Sealworks Albany, Inc Conrad Kloc 716-597-5102 conrad@sealmasterwny.com John Quinn 716-342-6171 John@sealmasterwny.com Albuquerque, New Mexico-Albuquerque, El Paso, Lubbock SYH, LLC Kevin Gullick 505-715-3797 KG@Sealmasteralbuquerque.com Anita Evans 575-649-2934 ale@sealmasterabq.com Allentown, Pennsylvania-Allentown, Bensalem, Harrisburg, New Britain, Norristown PMG SM Holdings Mike Tarvin 610-442-2539 miket@sealmasterpmg.com Tom Pfeulb 941-297-9824 thomasp@pmg-sm.com Atlanta, Georgia-Atlanta, Atlanta South, Augusta, Doraville, Kennesaw, Savannah, Thomasville Sayler of GA, Inc Chad Sayler 770-851-5622 chad@sealmasteratlanta.com Laura Chavez 770-715-1163 laura@sealmasteratlanta.com Bakersfield,California-Bakersfield Meister SealCoat & Supplies, LLC Carl Joiner Jr. 559-358-0935 cjoiner@sealmasterbakersfield.com Deidra Joiner 661-431-9708 djoiner@sealmasterbakersfield.com Baltimore,Maryland-Cockeysville, Upper Marlboro Decker Enterprises Inc. Tom Decker Jr. 443-831-5645 tdeckerjr@sealmasterdelmarva.com Rick Berg 443-608-3315 rberg@sealmasterdelmarva.com Birmingham,Alabama-Birmingham, Decatur, Mobile, Montgomery Sayler of AL, Inc Chad Sayler 770-851-5622 chad@sealmasteratlanta.com Dakota Chastain 334-235-1785 dakota@sealmasteralabama.com Boise,Idaho-Boise IMW Company, LLC Kevin McEntee 208-559-8375 kmcentee@sealmasterboise.com Boston, Massachusetts-Taunton, Woburn, Worcester Sealcoat Supplier, LLC Mike Musto 781-858-1788 mike@sealmasterboston.com Jesse Sargent 508-492-8350 jesse@sealmasterboston.com Buffalo, New York-Buffalo, Gasport, Rochester Sealworks, Inc. Conrad Kloc 716-597-5102 conrad@sealmasterwny.com John Quinn 716-342-6171 John@sealmasterwny.com Burlington,Vermont-Burlington Quality Venture, LLC	

CB Hart	603-505-0030	cbhart@sealmastermanchester.com	
Rob Brown	603-396-5083	rbrown@sealmastermanchester.com	
Charleston, West Virginia-Charleston ThorWorks Industries Inc.			
Sean Casto	304-514-6800	scasto@sealmasterwv.com	
Ryan Horoschak	419-656-4299	ryan@sealmaster.net	
Cheyenne, Wyoming-Cheyenne Double Eagle Partners, LLC			
Kirk Darfler	303-301-4880	kirk@sealmasterdenver.com	
Ken Godin	512-921-6576	ken@sealmasterdenver.com	
Chicago, Illinois-Alsip, O'Hare, Plainfield, Rockford, Streamwood, Waukegan JB Enterprises II, Inc.			
Kevin Shields	630-669-2513	kshields@sealmasterchicago.com	
Angelo Walsh	224-457-5972	awalsh@americanbentonite.com	
Columbia, South Carolina-Charleston, Columbia, Greenville, Myrtle Beach PMG SM Holdings			
Robert Rooks	336-312-5990	robertr@sealmasterpmg.com	
Tom Pfeulb	941-297-9824	thomas@pmg-sm.com	
Dallas, Texas-Dallas, Fort Worth PMG SM Holdings			
Jordan Latham	682-209-1641	jordanl@sealmasterpmg.com	
Tom Pfeulb	941-297-9824	thomas@pmg-sm.com	
Denver, Colorado-Colorado Springs, Denver Abacus Partners, LLC			
Kirk Darfler	303-301-4880	kirk@sealmasterdenver.com	
Ken Godin	512-921-6576	ken@sealmasterdenver.com	
Detroit, Michigan Auburn Hills, Grand Rapids, Romulus PMG SM Holdings			
Tony Rutger	313-779-8417	TonyR@sealmasterpmg.com	
Tom Pfeulb	941-297-9824	thomas@pmg-sm.com	
Hawaii Honolulu Walker-Moody Pavement Products & Equipment, LTD			
Mark Collings	808-800-1679	markcollings@sealmasterhawaii.com	
Tiffany Kahoolihala	808-839-2782	tiffany@sealmasterhawaii.com	
Hartford, Connecticut-Hartford Sealcoat Materials, Inc			
Mike Musto	781-858-1788	mike@sealmasterboston.com	
Jesse Sargent	508-492-8350	jesse@sealmasterboston.com	
Hillsville, Pennsylvania-Hillsville, Pittsburgh, Youngstown Lindy Paving Products, Inc			
L.J. Rich	724-730-1665	LJ.Rich@sealmasterhillsville.com	
Mike Rich	724-730-1666	mike.rich@sealmasterhillsville.com	
Houston, Texas-Houston, Marion, Rio Grande Valley, San Antonio TACOT, Inc.			
Bryan Peterson	832-262-7619	bryan@sealmasterhouston.com	
Shannon Kirkpatrick	832-372-9183	shannon@sealmastersouthtexas.com	
Indianapolis, Indiana-Evansville, Indianapolis, Merrillville, South Bend Bernath, LLC			
Jacob Bernath	419-388-3834	jacob@sealmasterindy.com	
Chad Denison	317-999-8684	chad@sealmasterindy.com	
Jackson, Mississippi-Jackson, Pascagoula, Tupelo Cratz Industries, Inc			
Brian Cratz	615-478-7552	bcratz@sealmasternashville.com	
Brian Wyatt	615-424-1856	brianswyatt@gmail.com	
Johnston, Rhode Island-Johnston Sealcoat Supplier, LLC			
Mike Musto	781-858-1788	mike@sealmasterboston.com	
Jesse Sargent	508-492-8350	jesse@sealmasterboston.com	
Kansas City, Missouri-Kansas City, Wichita Big Chief, LLC			
John Smith	913-707-5171	jsmith@sealmasterkc.com	
Long Island, New York-Islip Brothers Pavement Products Corp.			
John Walsh	631-223-5705	john@sealmasterli.com	
Los Angeles, California-Burbank, San Diego, San Marcos, Santa Ana ThorWorks Industries Inc.			
Corey Pace	714-390-0355	cpace@sealmastersocal.com	
Kyle Edwards	213-220-3592	kyle@sealmastersocal.com	
Louisville, Kentucky-Lexington, Louisville JDB Enterprises, LLC			
Jacob Bernath	419-388-3834	jacob@sealmasterindy.com	
Chad Denison	317-999-8684	chad@sealmasterindy.com	

Madison, North Carolina-Asheville, Charlotte, Greensboro, Madison, Raleigh, Roanoke
 PMG SM Holdings
 Robert Rooks 336-312-5990 robertr@sealmasterpmg.com
 Tom Pfeulb 941-297-9824 thomasp@pmg-sm.com

Manchester, New Hampshire-Manchester Quality Venture, LLC
 CB Hart 603-505-0030 cbhart@sealmastermanchester.com
 Rob Brown 603-396-5083 rbrown@sealmastermanchester.com

Manville, New Jersey-Manville PMG SM Holdings
 Mike Tarvin 610-442-2539 miket@sealmasterpmg.com
 Tom Pfeulb 941-297-9824 thomasp@pmg-sm.com

Milwaukee, Wisconsin-Milwaukee Victoria, Inc.
 Jay Pakalski 414-507-6992 jay@sealmasterwi.com
 Dave treis 262-441-0548 dave@sealmasterwi.com

Minneapolis, Minnesota-Minneapolis Jackcorp, Inc
 Jay Pakalski 414-507-6992 jay@sealmasterwi.com
 Nick Langevin 612-759-3698 nick@sealmastermn.com

Nashville, Tennessee-Chattanooga, Kingsport, Knoxville, Memphis, Memphis-2, Mount Pleasant, Murfreesboro, Nashville Cratz Inspection Services, Inc
 Brian Cratz 615-478-7552 bcratz@sealmasternashville.com
 Brian Wyatt 615-424-1856 brianswyatt@gmail.com

Oakland, California-Vallejo ThorWorks Industries Inc.
 Corey Pace 714-390-0355 cpace@sealmastersocal.com
 Kyle Edwards 213-220-3592 kyle@sealmastersocal.com

Oklahoma City , Oklahoma-Oklahoma City, Tulsa Dustin Enterprises, Inc
 Dustin Brasier 970-596-0851 dbrasier@sealmasterokc.com
 Stephen Hodgkins 405-230-7004 shodgkins@sealmasterokc.com

Phoenix, Arizona-Mesa, Phoenix, Tucson Musgrove Enterprises, LLC
 Dave Musgrove 602-300-6270 davem@sealmasteraz.com
 Dave Boon 602-300-6275 daveb@sealmasteraz.com

Portland, Maine-Portland Quality Venture, LLC
 CB Hart 603-505-0030 cbhart@sealmastermanchester.com
 Rob Brown 603-396-5083 rbrown@sealmastermanchester.com

Portland, Oregon-Albany, Medford, Oregon City, Portland, Redmond
 Phoenix Asphalt Maintenance Company, Inc
 Zach Russell 541-280-1994 zach@sealmasterportland.com
 Jason Chamberlain 503-530-6556 jason@sealmasterportland.com

San Juan, Puerto Rico R&D Master Enterprises, Inc
 Magdalena Diaz 787-398-6575 mdiaz@sealmasterpr.com
 Jose Rovira 787-406-8494 jrovira@sealmasterpr.com

Richmond, Virginia-Manassas, Norfolk, Richmond Decker Enterprises Inc. II
 Tom Decker Jr. 443-831-5645 tdeckerjr@sealmasterdelmarva.com
 Rick Berg 443-608-3315 rberg@sealmasterdelmarva.com

Salt Lake City, Utah-Salt Lake City Utah Sealcoat, Inc
 Trevor Bodily 801-380-1768 trevor.bodily@sealmasterutah.com

Sandusky, Ohio-Columbus, Sandusky ThorWorks Industries Inc.
 Robert Shutt 440-420-0379 rshutt@sealmaster.net
 Ryan Horoschak 419-656-4299 ryan@sealmaster.net

Seattle, Washington-Kennewick, Ridgefield, Seattle R5, Inc
 Zach Russell 541-280-1994 zach@sealmasterportland.com
 Jason Chamberlain 503-530-6556 jason@sealmasterportland.com

St. Louis, Missouri-St. Louis Peck Ventures, Inc
 Brian Villegas 314-818-9516 bvillegas@sealmasterchicago.com
 Kevin Shields 630-669-2513 kshields@sealmasterchicago.com

Tampa, Florida-Apopka, Jacksonville, Largo, Orlando, Tampa PMG SM Holdings
 Mike Tarvin 610-442-2539 miket@sealmasterpmg.com
 Tom Pfeulb 941-297-9824 thomasp@pmg-sm.com

		Wilmington, Delaware-Wilmington Decker Enterprises Inc. Tom Decker Jr. 443-831-5645 tdeckerjr@sealmasterdelmarva.com Rick Berg 443-608-3315 rberg@sealmasterdelmarva.com	
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3H8D4	*
5	Provide your NAICS code applicable to Solutions proposed.	324121	*
6	Proposer Physical Address:	2520 Campbell St. Sandusky, OH 44870	*
7	Proposer website address (or addresses):	www.sealmaster.net	*
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):	Larry Mullins CFO P.O. Box 2277 2520 S. Campbell Street Sandusky, OH 44870 lmullins@thorworks.com Cell: 419-239-6997	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Cody Hale National Business Development 2520 Campbell St. Sandusky, OH 44870 chale@sealmaster.net 419-366-6274	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Job Davis National Business Development 2520 Campbell St. Sandusky, OH 44870 jdavis@sealmaster.net 419-835-4144	*

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.	ThorWorks Industries / SealMaster, Inc., headquartered in Sandusky, Ohio, has been a leader in the pavement maintenance industry for over 56 years. Originally founded in 1969 as Wikel Manufacturing, the company was acquired by Duke Thorson in 1993 and rebranded as SealMaster—the brand name that had already become synonymous with quality pavement maintenance equipment and materials. Today, all SealMaster equipment is proudly manufactured in Sandusky, Ohio. We are dedicated to providing the highest quality pavement maintenance products supported by a vast, nationwide distribution network. With over 130 manufacturing plants and distribution centers across the United States and Canada—and additional manufacturing facilities in China and Mexico—SealMaster products are distributed in more than 50 countries worldwide. Our company stands apart by offering a full suite of solutions: we manufacture both the equipment and the materials used to preserve and protect pavement. Our in-house team of mechanical and chemical engineers ensures we stay at the forefront of innovation and quality. Our complete product line can be viewed on our website at www.sealmaster.net or in our annually published 125-page catalog, which also includes details about our corporate headquarters, equipment manufacturing facility, and nationwide materials plants. SealMaster is recognized globally as the leading manufacturer of pavement sealers and maintenance equipment. Our advanced pavement sealer formulations and state-of-the-art production technologies have earned us the reputation as the world's number one producer of pavement maintenance solutions. Municipalities, contractors, engineers, property managers, and DOTs rely on SealMaster to provide durable, effective, and cost-efficient solutions for a wide range of applications—including parking lots, roadways, driveways, airports, and sports surfaces. Our company's success is rooted in the vision and hard work of our founders and continued under the leadership of Duke Thorson. We are committed to upholding our core values: exceptional customer service, integrity, value-driven solutions, and a hands-on approach to supporting our clients. These values are reflected in the daily operations of each SealMaster location, where we provide: -On-site service technicians for equipment repairs -Equipment rental options to keep customers operational -Local, hands-on training and education for all purchased materials and equipment -Expert consultation to help customers identify the best solutions within their budget SealMaster's longevity and continued growth are a testament to our unwavering commitment to customer success and product excellence. We don't just sell products—we partner with our clients to help them protect and extend the life of their asphalt surfaces with confidence.	*

12	What are your company's expectations in the event of an award?	ThorWorks Industries/SealMaster, has high expectations for the success and impact of a Sourcewell contract award. We view this partnership as a significant opportunity to expand access to our pavement maintenance equipment and solutions while enhancing procurement efficiency for public sector agencies across North America. In the event of an award, our expectations include: -Close National Collaboration with Sourcewell We expect to work in close partnership with Sourcewell's regional and national teams to ensure alignment in outreach, support, and contract compliance. This collaboration will allow us to respond quickly to member needs, share market insights, and coordinate on promotional opportunities. -Robust Marketing and Promotional Support SealMaster will actively support Sourcewell's visibility and adoption through: - Participation in local, regional, and national trade shows. - Co-branded marketing materials highlighting contract benefits and product availability. - Digital and social media campaigns promoting our Sourcewell-awarded status to target audiences. -Ongoing Education and Training Initiatives We will host regular educational seminars, both in person and virtually, designed to help current and prospective customers understand how to utilize Sourcewell as a procurement tool. These sessions will focus on: - Simplifying the purchasing process. - Demonstrating the cost and time savings of cooperative procurement. - Encouraging public agencies to become Sourcewell members. -Hands-On Equipment Training and Technical Support For every piece of equipment sold through the Sourcewell agreement, we are committed to providing hands-on operational training and ongoing technical assistance. Our nationwide network of franchise locations ensures that all customers receive responsive, localized support post-sale. -Expansion of Sourcewell Awareness Among Existing Customers We will actively promote Sourcewell as a valuable procurement channel to our current and prospective public sector customers who may not yet be utilizing it. Our expectation is to see increased participation from agencies already familiar with SealMaster products but currently without a streamlined procurement path. -Sustained Growth and Market Demand Fulfillment Based on the substantial volume of inquiries we already receive from customers asking if our equipment is available through Sourcewell, we anticipate rapid adoption and high engagement following an award. Our goal is to convert existing interest into contracted purchases by making it easier for agencies to buy directly through an approved Sourcewell contract.	*
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 IDENTIFIABLE INFORMATION.	ThorWorks/SealMaster is a privately held company with a longstanding track record of financial strength and operational stability. While we do not publicly disclose financial statements or credit/bond ratings due to our private ownership structure, we are pleased to provide the following key indicators of our financial performance and growth trajectory: - National Presence: We operate over 130 locations across the United States, underscoring a robust and scalable business model that supports national distribution, service, and manufacturing capabilities. - Consistent Revenue Growth: ThorWorks/SealMaster generates over \$380 million in annual sales. Over the past several years, we have sustained 15–20% year-over-year growth, reflecting both strong demand for our products and services and our continued investment in market expansion and operational excellence. - Privately Capitalized and Debt-Resilient: As a privately owned and capitalized company, we are not subject to public market volatility and maintain flexibility in our financial planning. Our growth has been achieved without reliance on excessive debt, enabling us to reinvest profits back into the business to fuel further innovation and expansion. - Operational Longevity and Resilience: With decades of proven performance, ThorWorks/SealMaster has demonstrated resilience across economic cycles, continually investing in infrastructure, R&D, and talent to ensure sustained success.	*
14	What is your US market share for the Solutions that you are proposing?	ThorWorks/SealMaster currently estimates we hold 30-50% of the US market share depending on the product line. Which includes equipment in the scope of this proposal and the value-added material we manufacture to go alongside our equipment.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Thorworks/SealMaster currently estimates we hold 5-10% of the Canadian market share depending on the product line. Which includes equipment in the scope of this proposal and the value-added material we manufacture to go alongside our equipment.	*

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.	ThorWorks/SealMaster has nothing to disclose. ThorWorks/SealMaster has never had any bankruptcy proceedings.	*
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?	The closer answer would be "B". ThorWorks Industries is the parent company and manufacturer of over 70% of the items the SealMaster franchise network sells. This includes manufacturing all of the SealMaster equipment including, crack filling machines, mastic machines, chip spreaders, robotic crack filling trucks, sealcoat trailers, squeegee sealcoat machines, and custom sealcoat application trucks. Outside of equipment ThorWorks also manufactures crack filling materials, roadway traffic paints, bicycle lane coatings, sealcoat additives, asphalt preparation materials, dust suppressants, cold patch materials and sports surfacing materials. In addition to the products ThorWorks manufactures and distributes we are also authorized dealers/distributors for a number of different companies relating to roadway maintenance. Including Graco roadway marking equipment and marking removal equipment, Titan roadway marking equipment, Heat Design Equipment hot boxes, and Falcon machinery hot boxes (In select markets). All of these equipment and materials are then distributed to our SealMaster franchise network of over 130 stores across the United States to be stocked and sold as needed to our vast customer network of municipalities, schools, contractors and more. Our relationship to the entire 300+ sales and service force employees is a franchisor to franchisee relationship. These individuals are employees to each individual SealMaster territory. Although each SealMaster territory is an individually operated business entity, they are all held to the SealMaster franchise standards of being able to sell and service our entire line of products, both equipment relating to this RFP and the materials that are used in the equipment as well. Other SealMaster sales force-franchise requirements include annual week long product training conducted in the spring, annual week long equipment troubleshooting and maintenance training conducted in the winter, conducting in person product demonstrations for interested customers, hands on training for customers when purchasing or renting a piece of roadway maintenance equipment, bi-annual product showcase/open house at SealMaster stores facilities, and 24/7 on call support for customers experiencing any problems with equipment or materials.	*
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.	No license or certifications are required for the products we manufacture and/or distribute.	*
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.	ThorWorks/SealMaster has nothing to disclose. ThorWorks/SealMaster does not have any current/past debarments or suspensions.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	ThorWorks/SealMaster, is proud to have received multiple industry awards and recognitions over the past five years, affirming our leadership and innovation in the pavement maintenance and equipment manufacturing sectors. These accolades reflect our ongoing commitment to product excellence, franchise success, and customer satisfaction across both public and private markets. Entrepreneur Magazine – Franchise 500 "Best of the Best" Ranking Category: Pavement Maintenance Years Awarded: 2022, 2023, 2024 SealMaster has been honored with the No. 1 ranking in the Pavement Maintenance Category of Entrepreneur Magazine's prestigious Franchise 500® "Best of the Best" list for three consecutive years. This national recognition is based on criteria such as unit growth, financial strength, brand power, and systemwide support. It highlights SealMaster's excellence as a franchise system and its continued prominence as a leading brand in the industry. Roads & Bridges Magazine – Contractor's Choice Silver Award Product: Crack Pro Melter/Applicator Years Awarded: 2022, 2023 Our Crack Pro Melter/Applicator has earned the Contractor's Choice Silver Award from Roads & Bridges Magazine in both 2022 and 2023. This award is based on feedback from contractors and end-users who rate equipment based on performance, durability, and value. Receiving this recognition two years in a row underscores our dedication to engineering high-quality, user-friendly equipment that meets the evolving needs of the roadway maintenance industry.	*
21	What percentage of your sales are to the governmental sector in the past three years?	40%	*
22	What percentage of your sales are to the education sector in the past three years?	15%	*
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?	Equalis Group Co-Op-\$1,200,000 HGAC Buy-\$1,250,000 Co-Stars Pennsylvania DOT Co-Op-\$500,000 Ohio Department of Transportation-\$3,000,000 CalTrans Rental Award-\$2,000,000	*
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?	ThorWorks/SealMaster does not currently hold any GSA or SOSA contracts.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Ohio Department of Transportation	Pat Dillie	(419) 276-1815	*
Logan County Ohio Engineers	Dan McMillion	(937) 935-4101	*
City of Chandler, Arizona	John McFarland	928-864-6959	*
York County North Carolina Public Works	Matt Hogg	803-818-1378	
City of Forney, Texas	Kyle Grove	214-704-3673	

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

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

Line Item	Question	Response *	
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26	Sales force.	The SealMaster franchise network includes over 130 locations across all 50 U.S. states, 10 Canadian provinces, and Puerto Rico. Our extensive sales and service team—comprising more than 300 trained professionals—is fully equipped to present the Sourcewell contract as a purchasing option. In addition, they deliver equipment and provide hands-on training to end-user agencies. Each member of the SealMaster sales team is required to complete rigorous training, including: • An annual, week-long product training held in the spring • An annual, week-long equipment troubleshooting and maintenance training held in the winter • In-person product demonstrations for interested customers • On-site, hands-on training for customers purchasing or renting road maintenance equipment • Ongoing, on-call support for any equipment or material-related issues For any new or in-training sales staff who have not yet completed these requirements, ThorWorks provides on-call technical support to both the sales team and customers. This ensures that every SealMaster customer receives expert-level service and support. If issues arise that exceed the troubleshooting capabilities of our field sales force, equipment can be taken to any of our SealMaster stores for diagnosis, service, and repair by in-house mechanics. Service is available at any of our selling locations. For a full list of sales and service locations, please refer to the attached map, our product catalog, or visit us online at www.sealmaster.net.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	The SealMaster franchise network includes over 130 locations spanning all 50 U.S. states, 10 Canadian provinces, and Puerto Rico. Each location is staffed by a trained sales and service force of over 300 individuals, knowledgeable in our full line of pavement maintenance equipment and materials. This includes both SealMaster-manufactured products and authorized third-party products distributed through ThorWorks, as well as materials we do not supply—such as slurry and micro surfacing treatments—allowing us to recommend the most suitable solutions for each customer's needs. Every SealMaster store stocks a wide range of essential products for roadway maintenance, including: • Sealcoat, crack fillers, and traffic marking paints • Equipment such as sealcoat application trailers, crack filling kettles, and line striping machines In addition to their own inventory, SealMaster franchisees can draw upon the broader network to fulfill customer needs. This includes equipment service, rentals, material transfers, and sales or training support from neighboring stores, ensuring customers always receive timely solutions. Approximately 75% of SealMaster locations have expanded their offerings to serve as full-service, one-stop shops. These expanded services may include: • Propane fuel supply • Hand tools and accessories • Winter equipment storage • Customer safety and operations training • On-site education seminars, including presentations to local public works associations Sales and service locations can be found on the attached map, in our product catalog, or at www.sealmaster.net.	*
28	Service force.	SealMaster maintains a robust service force, with over 300 sales and service personnel trained in basic troubleshooting and technical support for all SealMaster equipment and materials. In addition, the network includes approximately 75 dedicated service technicians who focus exclusively on equipment maintenance and repair across the SealMaster system. These specialized service technicians possess advanced technical expertise beyond the standard training received by the sales force. They undergo annual hands-on training at our corporate equipment manufacturing facility in Sandusky, Ohio, ensuring they stay up to date with the latest equipment models, service protocols, and repair techniques. Required competencies for these service professionals include, but are not limited to: • Diaphragm and gear pump service and rebuilds • Air compressor maintenance and rebuilds • Beckett burner diagnostics and repair • Electrical troubleshooting of control boxes and wiring systems • Roadway marking equipment servicing and pump rebuilds • Winterization procedures and seasonal equipment storage • Routine service intervals and preventative maintenance • Hydraulic system diagnostics and repair In urgent situations, SealMaster's service technicians can be deployed to customer sites for on-location emergency repairs, helping minimize downtime and keep projects on schedule.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders for SealMaster products and equipment under the Sourcewell contract will be facilitated through our national network of over 300 trained sales and service professionals located across more than 130 franchise locations. These local sales representatives serve as the primary point of contact for Sourcewell members. The ordering process typically begins in one of two ways: • A Sourcewell member reaches out directly to their local SealMaster store for information • More commonly, a SealMaster sales representative initiates contact by visiting a Sourcewell member to educate them on SealMaster's awarded supplier status and available solutions for roadway maintenance Following this initial engagement, the local sales representative will provide a customized quote based on the member's specific needs. Upon issuance of a purchase order (PO) by the Sourcewell member, the representative enters the order into the SealMaster location's ordering system. At this point, the local representative determines whether the requested items are available in stock. • If the items are in stock locally, they are prepared for prompt delivery to the Sourcewell member. • If the items are not available locally, the SealMaster location will procure them from ThorWorks—the manufacturer of approximately 70% of the products in this proposal—or from an authorized third-party supplier, such as Graco, for products that SealMaster distributes but does not manufacture. During this process, the Sourcewell member will be informed of estimated lead times and delivery schedules by their local sales representative. Once the products or equipment arrive at the SealMaster location, the local team performs a quality check to ensure everything is in proper working condition. The local representative then schedules delivery and on-site training at the Sourcewell member's location. During delivery, the representative provides hands-on training to designated staff to ensure proper usage of the equipment or materials. After successful delivery and training, and once payment is received, the Sourcewell administrative fee is calculated and remitted accordingly. ThorWorks Industries, Inc. (Proposer): Manufacturer of the majority of SealMaster-branded products and equipment, and the entity submitting the proposal. SealMaster Franchise Network: The authorized national sales and service arm under ThorWorks, responsible for direct engagement with Sourcewell members, order processing, delivery, and training. Authorized Suppliers: Third-party manufacturers (e.g., Graco) whose products are distributed by SealMaster but not manufactured in-house. These suppliers support product availability and technical support for non-SealMaster branded items.
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.	Customer satisfaction is a top priority for ThorWorks and the SealMaster franchise network, and we believe exceptional customer service is key to achieving and maintaining that satisfaction. Our customer service program is built on accessibility, responsiveness, and product knowledge, supported by a robust infrastructure that includes over 130 SealMaster locations nationwide, more than 300 trained sales representatives, and a comprehensive library of educational resources available at SealMaster.net. Sourcewell members can rely on this network for expert support, timely communication, and fast issue resolution. Most SealMaster stores operate Monday through Friday from 7 AM to 5 PM, and Saturday and Sunday from 7 AM to 12 PM. To enhance availability, our sales representatives are also trained to respond to calls outside of regular business hours to assist with urgent needs from Sourcewell members. For added support, SealMaster corporate offers a toll-free 800 number listed on our website and in our catalogs, which Sourcewell members can use for emergency situations or after-hours assistance. Our response time to customer inquiries—whether related to equipment, materials, troubleshooting, or general questions—is often within minutes, thanks to the close coordination between corporate and local franchise teams. The decentralized nature of our franchise system allows Sourcewell members to receive fast, personalized service while benefiting from national-level consistency and support. To reinforce our commitment to service excellence, ThorWorks recognizes outstanding performance through our annual Sales Individual of the Year and Franchise of the Year awards. These recognitions are based heavily on customer satisfaction and service excellence. The awards come with incentives that encourage all SealMaster team members to go above and beyond in meeting the needs of Sourcewell members and maintaining high service standards. This integrated customer service approach—combining local responsiveness, national support, and performance incentives—ensures that Sourcewell participants receive reliable, knowledgeable, and prompt service every step of the way.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	ThorWorks and the SealMaster franchise system are both able and willing to provide Sourcewell members anything they need to have a successful roadway maintenance program. This includes but is not limited to: Roadway maintenance equipment such as crack filling machines, mastic machines, robotic crack filling equipment, sealcoat trailers and ride on machines, custom truck application equipment, tack trailer, roadway marking equipment and more. Roadway maintenance materials such as crack filling material, mastic material, asphalt binder, and roadway surface sealers to go along with the equipment if needed. Training and service such as in-person demonstration on how to properly use and apply roadway maintenance equipment and material, annual training seminars and open houses at SealMaster stores across the country, education/training/safety seminars at the Sourcewell members facility for new employees, the library of educational resources available at sealmaster.net that is constantly evolving and being updated, and more. Pricing will be a 10% discount off of MSRP depending on product category for all participating Sourcewell Members, local SealMaster franchises will also have the ability to discount below this number as they see fit in order to serve the local Sourcewell member to the best of their ability. With all of the factors above and the more then 130 SealMaster locations and more then 300 trained sales individuals, ThorWorks and the SealMaster franchise system are willing and able to help Sourcewell members in the best way possible.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	ThorWorks is both able and willing to provide Sourcewell members anything they need to have a successful roadway maintenance program. This includes but is not limited to: Roadway maintenance equipment such as crack filling machines, mastic machines, robotic crack filling equipment, sealcoat trailers and ride on machines, custom truck application equipment, tack trailer, roadway marking equipment and more. Roadway maintenance materials such as crack filling material, mastic material, asphalt binder, and roadway surface sealers to go along with the equipment if needed. Training and service such as demonstrations over Microsoft Teams on how to properly use and apply roadway maintenance equipment and material, education/training/safety seminars over Microsoft Teams presentations for new employees, the library of educational resources available at sealmaster.net that is constantly evolving and being updated, and more. Pricing will be a 10% discount off of MSRP for all participating Sourcewell Members. ThorWorks international sales individuals will have the ability to discount below this number as they see fit to best serve the Sourcewell member. ThorWorks has dedicated internationally sales individuals that with all of the factors above are able and willing to help Sourcewell members in the best way possible.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no areas of the United States or Canada that ThorWorks or the SealMaster network will not be able to provide roadway maintenance equipment. If there are any remote areas that require training immediately we can provide training and support virtually via Microsoft Teams, phone call, or email support.	*
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.	All Sourcewell participating entities will have access to the solutions proposed.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific requirements or restrictions that would apply to Hawaii, Alaska and the US territories. Terms will be the same across all the Sourcewell participating members and freight is universally quoted FOB Sandusky to give uniform line item pricing to all Sourcewell members.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, nonprofit entity member of Sourcewell are able to purchase any of the items needed for their roadway maintenance program from ThorWorks and the SealMaster system.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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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.	For ThorWorks and the SealMaster franchise to effectively promote our pursuit of the Sourewell partnership, our marketing strategy will focus on amplifying visibility, showcasing alignment with Sourewell's mission, and reinforcing our industry credibility. Using our existing digital infrastructure and analytics-driven approach, we will roll out a targeted campaign with the following key components: 1. Content Campaign Focused on Industry Relevance • Social Media Posts: We will highlight our expertise in roadway maintenance equipment, using real-world examples of past projects, innovations, and product highlights that align with Sourewell's offerings. • Themed Content: Posts will be themed around core values such as innovation, durability, safety, and efficiency—key priorities for stakeholders in infrastructure and maintenance. • E-Blast Marketing: We will put together E-blast materials to go specifically to our more than 60,000 strong database of municipal, DOT, and school database. 2. Thought Leadership • We'll publish a short-form blog or article on our website and promote it on LinkedIn and other platforms, discussing trends in roadway maintenance technology and how we are uniquely equipped to support forward-thinking partners like Sourewell. 3. Audience Targeting • Use platform-specific audience targeting tools (especially on LinkedIn and E-blast campaigns to our internal 60,000 contact data base) to reach decision-makers and influencers in municipalities, DOTs, and private sector firms who follow or work with companies like Sourewell. 4. Performance Monitoring and Optimization • Track metrics such as reach, impressions, engagement rates, and click-throughs to gauge which messages resonate most. • Use this data to fine-tune post timing, format (e.g., video vs. infographic), and messaging throughout the campaign period. 5. National and Regional Trade Show Promotion • Use the Sourcewell partnership at all national and regional trade shows to promote on-site sales efforts to municipalities, DOTs and schools. • We'll request Sourewell signage to be placed on top of all equipment at the shows so all attendees know they are able to purchase any of the items immediately through the Sourcewell cooperative. 6. Physical Marketing Material • We'll publish items like the marketing attachment in the documents sections to hand out at national and local trade shows referencing cooperative purchasing and our Sourcewell partnership.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	ThorWorks and local SealMaster franchises strategically leverage technology and digital data to drive marketing performance, improve engagement, and ultimately support business development efforts. With a consistent cadence of at least one social media post per week, we utilize platforms such as LinkedIn, Facebook, and Instagram to build visibility, engage with industry professionals, and highlight key capabilities, innovations, and project successes. We incorporate the following digital marketing strategies to enhance effectiveness: Targeted Content Strategy: Our content is tailored to reflect industry trends, client success stories, and technical advantages, positioning us as thought leaders in the roadway maintenance space. By aligning our posts with industry-relevant hashtags and tagging key partners and suppliers, we extend our reach to targeted audiences such as municipal buyers, DOT officials, and infrastructure planners. Analytics and Performance Tracking: We use native social media analytics and third-party tools to track post engagement (likes, shares, comments), audience demographics, and peak interaction times. These insights guide content adjustments and campaign timing, ensuring we maximize visibility and resonance with our key audiences. Metadata and SEO Optimization: For both web and social content, we use metadata and keyword strategies optimized for industry-specific searches. This ensures our content is easily discoverable by decision-makers researching roadway maintenance solutions, equipment innovations, and vendor partnerships. Retargeting and Audience Segmentation: Through the use of tracking pixels and custom audience building, we can retarget website visitors and social media engagers with follow-up content, including case studies, brochures, or upcoming trade show appearances. This increases lead conversion rates by maintaining consistent brand visibility across a buyer's journey

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 ThorWorks and SealMasters view we understand that a strong success of promoting this agreement will result in an effort on our side as a Sourcewell partner as outlined in Line items 37 and 38. However, in order to further make this award an even higher level of success it would be appreciated if Sourcewell included promoting agreements from this RFP when they have representatives give education presentations on cooperative purchasing at national and regional tradeshow. Also if Sourcewell has local representatives traveling to municipalities, DOTs and schools across the country we could introduce these representatives to our local sales individuals to partner up and give leads to each other on promotion of both cooperative purchasing and roadway maintenance equipment. In regards to integrating a Sourcewell awarded agreement into our sales process we will achieve this through the following procedures: -Sales Enablement and Team Training We will train our sales and customer service teams across all SealMaster franchise locations on the terms, benefits, and eligible product categories under the Sourcewell agreement. This ensures that every team member can: • Confidently explain the value of cooperative purchasing to municipal, county, and state buyers. • Identify when a customer is eligible to use Sourcewell. • Guide prospects through the registration and purchasing process. -Proposal and Bid Integration Our sales proposals and quotes will be updated to include Sourcewell contract language and pricing where applicable. This makes it easier for public agencies to move forward without the delays and costs associated with traditional bidding. When appropriate, we will: • Reference the Sourcewell contract number and terms. • Highlight cost savings and procurement compliance benefits. • Provide documentation and templates for internal approval workflows. -Marketing and Outreach We will promote our Sourcewell-awarded status through: • Social media campaigns, newsletters, and our franchise websites. • Targeted outreach to municipal agencies, DOTs, schools, and public works departments. • Informational one-pagers or digital brochures explaining how the Sourcewell partnership streamlines the procurement of SealMaster equipment, materials, and services. -Franchisee Support and Consistency ThorWorks will equip all SealMaster franchise locations with uniform pricing guidelines, sales materials, and Sourcewell-branded collateral. This ensures a consistent customer experience across all regions while reinforcing our nationwide service capabilities under the ThorWorks brand. -Ongoing Collaboration with Sourcewell Our ThorWorks team will maintain regular communication with Sourcewell to stay updated on contract renewals, marketing opportunities, and compliance requirements. We'll also participate in co-branded events or promotional campaigns when available.	*
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.	Currently we do not have an e-procurement ordering process in place. This is a developing discussion item that ThorWorks would like to roll out one day in the future. ThorWorks and the SealMaster franchise system is continuing to explore this option so when it is rolled out customers have a great experience.	*

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

Line Item	Question	Response *
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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.	ThorWorks/SealMaster offer comprehensive product, equipment, maintenance, and operator training programs to Sourcewell participating entities. These training programs are designed to ensure users are fully equipped to operate and maintain equipment efficiently and safely. Training is standard with the purchase of any equipment and includes 2 to 4 hours of hands-on instruction, depending on the participant's existing knowledge and experience with the equipment. This training is conducted by qualified personnel at SealMaster franchise locations nationwide, ensuring consistency and expert support. In addition to in-person instruction, a robust online training library is available at SealMaster.net, providing on-demand access to product knowledge, equipment operation, and routine maintenance guidance. Additional costs may at the discretion of the nearest SealMaster franchise apply only under the following circumstances: The requesting entity is located more than 250 miles from the nearest SealMaster franchise location or outside of the United States. The entity prefers hands-on training over virtual instruction in cases where virtual training is otherwise feasible. If both requirements are meant the additional cost would encompass transportation and lodging accommodations for a ThorWorks/SealMaster representative to be on-site. These training options are designed to maximize equipment uptime, safety, and operator confidence, aligning with Sourcewell's commitment to value-added procurement solutions. With the network of more than 130 stores across the country. These potential costs would impact a very small percentage, if any, of Sourcewell participating entities due to vast network of SealMaster stores.
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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.	ThorWorks offers a comprehensive one (1) year limited warranty on all products it manufactures, ensuring they are free from defects in material and workmanship. This warranty is designed to provide confidence and reliability in the equipment and components supplied. Warranty Coverage & Conditions • Duration: One (1) year from the date of delivery. • Coverage: ThorWorks agrees to repair or replace, at its discretion, any part of its manufacture found to be defective due to inherent flaws in materials or workmanship. • Return Requirements: - o Defective parts must be returned freight prepaid to ThorWorks (Sandusky, Ohio). - o The part(s) must be inspected and verified as defective by ThorWorks. - o Misuse, abuse, or damage outside normal operation voids warranty coverage. • Shipping Options: - o Replacement parts are shipped via ground service at no charge. - o If expedited shipping (e.g., next-day air) is requested, the entity must pay the cost difference between standard ground and expedited shipping. Limitations • Engines, motors, pumps, and other third-party components are not warranted by ThorWorks, but by their respective manufacturers. - o ThorWorks will send the component to the OEM for evaluation. - o If the OEM denies the claim, ThorWorks is not liable for replacement costs, and the entity will be invoiced for any replacements provided. • Warranty claims must be made within 30 days of failure and always within the one-year warranty period. • The warranty only covers the cost of parts, F.O.B. the factory in Sandusky, Ohio. • No coverage is provided for: - o Labor - o Lost time or revenue - o Consequential or incidental damages • Using non-genuine ThorWorks parts or making unauthorized modifications to the equipment voids the warranty. Claims Procedure 1. Initiate a Claim: - o Contact ThorWorks or the nearest SealMaster franchise location within 30 days of the part failure. 2. Return the Defective Part: - o Ship the part(s) freight prepaid to ThorWorks. - o Include detailed documentation of the issue and proof of purchase. 3. Evaluation: - o ThorWorks will inspect the returned part(s). - o If the defect is confirmed, ThorWorks will either: - Repair the part at no cost, or - Replace the part free of charge, F.O.B. Sandusky, Ohio. 4. Third-Party Components: - o These will be forwarded to the original manufacturer for evaluation. - o If the OEM denies coverage, the entity is responsible for all related replacement costs. 5. Repair Options: - o Repairs under warranty can be made by the Sourcewell entity with parts exchanged through ThorWorks corporate. - o Alternatively, the repair can be performed at one of over 130 SealMaster franchise locations nationwide Please reference attached warranty in the documents section of the proposal.
43	Describe any technological advances that your proposed Solutions offer.	SealMaster offers industry-leading technological advances in pavement maintenance equipment, enhancing efficiency, safety, and operator ease-of-use. One of the most significant innovations is SealMaster's partnership with RMV (Robotic Maintenance Vehicles) to introduce the first fully autonomous crackfilling truck. This state-of-the-art solution requires only one operator, dramatically reducing labor requirements while improving precision and consistency in crack sealing applications. This innovation represents a major leap forward in automating road maintenance processes. In addition, SealMaster's CrackPro Crackfilling Machines and Mastic Melters are equipped with fully digital-controlled, diesel-fired burners. These systems provide precise temperature control for melting materials and feature built-in safety shutdown mechanisms to protect both the equipment and the operator from potential damage or injury. Inside the watertight control boxes on all SealMaster CrackPro equipment are detailed start-up and shut-down instructions, QR codes for maintenance and trouble shooting, QR codes for equipment manuals, and QR codes for parts lists to order from. Example attached to this proposal. These advanced technologies demonstrate SealMaster's commitment to innovation, operator safety, and the delivery of highly efficient and future-ready pavement maintenance solutions. Please reference pages 44, 67-71 of the attached SealMaster Catalog.

44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	ThorWorks/SealMaster is committed to sustainability and environmental responsibility across its operations and product offerings. Several "green" initiatives have been implemented to reduce environmental impact and support eco-conscious construction practices. 1. Equipment Efficiency and Emissions Reduction: SealMaster tunes all diesel-fired burners on its equipment—including CrackPro crackfilling machines and mastic melters—for optimal fuel efficiency, using the lowest amount of diesel necessary without compromising performance. This reduces fossil fuel consumption and emissions during operation. 2. Waste Reduction and Recycling: During equipment maintenance and repairs, SealMaster recycles used oil and materials, minimizing waste and promoting a circular maintenance process. 3. Energy-Efficient Manufacturing Practices: The ThorWorks/SealMaster manufacturing facility in Sandusky, Ohio, has transitioned from fluorescent to LED lighting, significantly lowering energy usage and supporting a cleaner manufacturing environment. 4. LEED-Compliant Pavement Coating Products: Select SealMaster colored coatings meet LEED (Leadership in Energy and Environmental Design) standards, contributing to sustainable construction projects: • SS Credit 7.1 – Heat Island Effect: Non-Roof: These products help reduce urban heat islands by offering high Solar Reflectance Index (SRI) values: - o Ice Blue (SRI=62), Sandstone (SRI=46), Red (SRI=36), Dove Gray (SRI=33), Light Green (SRI=31) • MR Credit 5.1 – Regional Materials: Products manufactured in Sandusky, Ohio qualify as regional materials for projects within a 500-mile radius, supporting local sourcing and reducing transportation emissions. These initiatives collectively demonstrate SealMaster's proactive approach to environmental stewardship, making its solutions not only effective but also aligned with modern sustainability standards.	*
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.	ThorWorks/SealMaster has implemented several "green" initiatives as referenced in line 44. However, none of the initiatives have received any third-party issued eco-labels, ratings or certifications	*
46	Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment.	SealMaster's equipment is designed with energy efficiency and sustainability in mind, offering several key innovations that help reduce the carbon footprint compared to traditional asphalt repair equipment. 1. Optimized Fuel Usage: All SealMaster crackfilling machines and mastic melters are equipped with digitally controlled, diesel-fired burners that are precisely tuned to use the lowest possible amount of diesel needed for effective operation. This reduces fuel consumption and limits greenhouse gas emissions during use, offering a cleaner-burning alternative to less efficient, manually controlled systems. 2. Autonomous Equipment Reducing Labor and Idling: Through an exclusive partnership with RMV (Robotic Maintenance Vehicles), SealMaster offers the first fully autonomous crackfilling truck, requiring only one operator. This not only reduces labor requirements but also helps minimize idle time and operational inefficiencies that often lead to excessive fuel consumption. 3. Recycling Practices in Equipment Maintenance: SealMaster's in-house recycling of used oil and materials during maintenance reduces waste and lowers the environmental impact typically associated with equipment servicing and part replacement. 4. LED Retrofit in Manufacturing Facilities: By converting its entire manufacturing plant in Sandusky, Ohio from fluorescent to LED lighting, SealMaster has lowered energy usage at the production level, further decreasing the overall carbon footprint tied to the lifecycle of its equipment. These combined efforts make SealMaster's equipment a more environmentally responsible choice for asphalt repair, reducing carbon emissions at every stage—from manufacturing and maintenance to daily operation in the field.	*
47	Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact.	ThorWorks/SealMaster does not use low-VOC or biodegradable materials in the manufacturing process for its equipment being proposed in this RFP. However on the materials side of manufacturing, SealMaster manufactures consumable products that are environmental friendly which include water base products that are low VOC paints, sealers, asphalts and more. SealMaster is committed to supply Eco friendly products and participate in today's "green" movement toward a cleaner environment.	*

48	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	SealMaster designs its pavement maintenance equipment with operator comfort and safety in mind, incorporating several ergonomic features that significantly reduce fatigue and physical strain during operation. RMV (Robotic Maintenance Vehicle) – Single Operator Efficiency: The RMV system allows for single-person operation of the crackfilling process, eliminating the repetitive physical demands of traditional methods. This not only reduces labor costs but also minimizes fatigue and exposure for the operator, making it one of the most ergonomic solutions available in the industry. CrackPro Crackfilling Kettle Features For Ergonomics: Counter-Balance Boom System: All SealMaster CrackPro crackfilling kettles come equipped with a counter-balance boom, which supports the weight of the heated application wand. This feature dramatically reduces stress on the operator's arms, shoulders, and back, making extended use far more manageable. Lightweight Aluminum Wand Handle: The application wand handle is constructed entirely from lightweight aluminum, which helps reduce wrist and arm fatigue during long hours of operation. Integrated Horn Button for Communication: A built-in horn button on the wand handle allows the operator to safely and easily signal the truck driver to move forward or stop, eliminating the need for shouting or hand signals and reducing mental fatigue and miscommunication risks. Metal Guide Shoe with Optional Air Compressor: A standard metal guide shoe helps maintain consistent wand positioning, and when paired with the optional onboard air compressor, it eliminates the need for the operator to lift the blowout wand repeatedly, preventing lower back and shoulder strain. These ergonomic enhancements are purposefully engineered to create a safer, more efficient work environment—minimizing physical stress, reducing injury risk, and enabling operators to work comfortably and productively throughout their shift.
49	Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety.	ThorWorks/SealMaster places a strong emphasis on operator safety, incorporating multiple fire prevention features and clear PPE (Personal Protective Equipment) guidelines to minimize risk during equipment use. Fire Prevention Features 1. Digital Temperature Monitoring: SealMaster CrackPro crackfilling kettles feature digital temperature gauges for both material and heat-transfer oil, ensuring precise temperature control and preventing overheating that could lead to combustion or material degradation. 2. Anti-Splash Loading Hatch: Both CrackPro crackfilling and mastic machines include an Anti-Splash Material Loading Hatch, designed to prevent hot material splashback, a leading cause of operator burns during loading. 3. Enclosed Beckett Burners: All CrackPro machines are equipped with Beckett diesel-fired burners housed in fully enclosed burn chambers, eliminating operator exposure to open flame. 4. Air-Jacketed Material Chute (Mastic Machine): SealMaster's mastic melter features an air-jacketed heated material chute, providing a safe transfer path for hot materials without relying on exposed hot oil or open flame like many competitors, further reducing burn risk. Personal Protective Equipment (PPE) Requirements: To further enhance operator safety, the following PPE is strongly recommended during operation: •Long-sleeve shirts to protect arms from radiant heat and splashes •Full-length pants (e.g., jeans) for leg protection •Welding gloves for high-temperature material handling •Safety glasses or a face shield to protect against splashback or debris •Closed-toe shoes or boots to shield feet from spills or falling tools

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?	ThorWorks/SealMaster offers a uniquely comprehensive and innovative solution to Sourcewell participating entities that sets it apart within the pavement maintenance industry. Our value extends far beyond equipment sales—combining national reach, cutting-edge technology, unmatched customer support, and a robust training infrastructure to deliver an end-to-end solution for municipalities, public agencies, and government entities. What Makes SealMaster Unique to Sourcewell Members 1. Nationwide Network with Localized Support With over 130 franchise locations across all 50 U.S. states, 10 Canadian provinces, and Puerto Rico, Sourcewell members benefit from local access to both materials and equipment, backed by the strength of a nationally connected support system. Each location is staffed with trained sales and service professionals—over 300 across the network—offering expertise in every SealMaster product and application method. 2. One-Stop-Source Capabilities SealMaster stores are rapidly evolving into full-service supply hubs, with 75% of locations now offering: • Equipment rentals and repairs • Propane fuel and accessories • Hand tools and PPE • On-site training seminars and public works association education This one-stop-shop model provides unmatched convenience and efficiency for Sourcewell members by consolidating everything needed for road and surface maintenance in one place. 3. Industry-Leading Technology & Safety SealMaster leads the industry in innovation with technologies designed for efficiency, safety, and automation: • The Robotic Maintenance Vehicle (RMV) offers fully autonomous crackfilling, requiring only one operator and reducing both labor costs and fatigue. • Digital temperature control systems on CrackPro kettles and mastic melters prevent material overheating and combustion. • Enclosed Beckett diesel-fired burners eliminate operator exposure to open flames. • Air-jacketed material chutes and anti-splash hatches provide safer material handling. 4. Ergonomic Design for Operator Health SealMaster equipment is engineered with ergonomic features to minimize operator fatigue and injury: • Counter-balance booms, lightweight aluminum wands, and metal guide shoes on compressor wands reduce repetitive stress. • Integrated horn buttons on wand handles improve communication and reduce strain. 5. Fast, Responsive, and Accessible Customer Service SealMaster's customer service is built for speed and reliability: • Most stores operate 7 days a week, and sales personnel are trained to handle calls after hours. • A dedicated corporate 800 number provides emergency support, ensuring Sourcewell members are never left without assistance. • Service and supply collaboration across franchise locations allows for rapid response on material restock, equipment repairs, or training needs. 6. Environmentally Responsible Operations SealMaster is committed to green initiatives that reduce environmental impact: • Equipment is optimized for low diesel consumption. • Manufacturing facilities utilize energy-efficient LED lighting. • Used oil and material recycling practices reduce waste. • Select SealMaster coatings qualify for LEED credits (SS Credit 7.1 and MR Credit 5.1), contributing to sustainable public projects. 7. Commitment to Training & Education Sourcewell members have access to: • A robust training library on SealMaster.net • Hands-on equipment training (2–4 hours) with every purchase • On-site seminars for local public works associations • Optional virtual training to reduce travel costs and improve accessibility SealMaster's unique blend of cutting-edge equipment, nationwide support, local service, and unwavering commitment to safety, training, and sustainability makes it the clear industry leader and a powerful resource for Sourcewell participating entities. These attributes ensure that agencies not only receive high-performance solutions but also ongoing support and partnership that drives long-term success in roadway maintenance and infrastructure care.
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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	ThorWorks/SealMaster does not currently have any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that our company or hub partners have obtained.	*
52		Minority Business Enterprise (MBE)	☐ Yes ☒ No	ThorWorks/SealMaster does not currently have any businesses certified under MBE certification.	*
53		Women Business Enterprise (WBE)	☐ Yes ☒ No	ThorWorks/SealMaster does not currently have any businesses certified under WBE certification.	*
54		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	ThorWorks/SealMaster does not currently have any businesses certified under DOBE certification.	*
55		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	ThorWorks/SealMaster does not currently have any businesses certified under VBE certification.	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	ThorWorks/SealMaster does not currently have any businesses certified under SDVOB certification.	*
57		Small Business Enterprise (SBE)	☐ Yes ☒ No	ThorWorks/SealMaster does not currently have any businesses certified under SBE certification.	*
58		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	ThorWorks/SealMaster does not currently have any businesses certified under SDB certification.	*
59		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	ThorWorks/SealMaster does not currently have any businesses certified under WOSB certification.	*

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.	SealMaster offers flexible and straightforward payment terms designed to meet the needs of Sourcwell participating entities. Payment terms are typically Net 30, meaning payment is due within 30 days of invoice. However, terms can be reviewed and tailored based on the purchasing entity's needs and credit approval. SealMaster accepts the following payment methods: Purchase Orders (from verified government or municipal entities) Checks ACH/Electronic Bank Transfers Major Credit Cards (Visa, MasterCard, American Express, Discover) While SealMaster does not currently offer an e-procurement platform, ordering is made simple and personal through our network of over 300 trained sales representatives located at 130+ SealMaster stores nationwide. These individuals assist Sourcwell members directly with pricing, product selection, delivery coordination, and ongoing support. This personalized approach ensures that each Sourcwell member receives expert guidance and a seamless procurement experience tailored to their specific needs.	*

61	Describe any leasing or financing options available for use by educational or governmental entities.	ThorWorks/SealMaster offers flexible financing options to educational and governmental entities through a trusted third-party partner, Navitas Credit Corp., making it easier to acquire the equipment and materials needed for pavement maintenance projects without large upfront capital expenses. Financing Partner Details Financing is provided through Navitas Credit, a leader in commercial and municipal equipment financing. Our dedicated representative, Cliff Xantus, is available to assist with custom financing solutions tailored to the needs of public entities. • Contact Information: - o Name: Cliff Xantus - o Email: cxantus@navitascredit.com - o Phone: 856-751-3700, Ext. 134 How to Apply Customers can apply directly online using a dedicated SealMaster resource center hosted by Navitas at the following link: https://navitex.navitascredit.com/resource_centers/sealmaster_rc This portal includes all necessary application materials and details about available financing terms. Leasing and Financing Benefits • Deferred payment options may be available • Flexible term lengths based on budget cycles • Municipal lease-purchase agreements designed specifically for schools, public works departments, and other governmental entities • Helps preserve annual budgets while still allowing for immediate access to essential equipment An attached document is also available, containing complete financing information and resources to guide the application process. This financing solution ensures that Sourcewell participating entities have access to SealMaster's industry-leading equipment and products without delay, while spreading out costs in a budget-friendly manner.
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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.	ThorWorks/SealMaster uses a set of standard transaction documents to ensure clear, efficient, and accurate processing of orders placed under an awarded Sourcewell agreement. These documents help establish key order details, customer information, applicable exemptions, and mutually agreed terms for both parties. Below is an overview of the documents typically required or used: 1. Sales Order Form The primary transaction document is the Sales Order Form, which Sourcewell members can fill out in either Excel or PDF format. This form includes: • Itemized product or equipment selections • Quantities and descriptions (as referenced from the current price sheet) • Delivery instructions • Contact and billing information The completed Sales Order Form can be submitted via email, fax, or printed and delivered to the Sourcewell member's local SealMaster location. A map of all SealMaster locations is provided as part of the documentation package to assist in locating the nearest store. 2. New Customer Sign-Up Form A New Customer Sign-Up Form is also required for first-time orders. This document captures important account setup information including: • Entity name and contact details • Billing and shipping addresses • Preferred payment method • Key points of contact 3. Sales Tax Exemption Form For tax-exempt entities, a state-specific sales tax exemption certificate must be submitted along with the Sales Order Form. This ensures that eligible Sourcewell members are not charged sales tax on their purchases. 4. Terms and Conditions Standard terms and conditions apply to all sales, and include: • Payment terms (typically Net 30) • Warranty coverage (as outlined in our warranty documentation) • Delivery terms and lead times (discussed with local SealMaster sales individual) Optional: Service Agreements or SLAs While SealMaster does not require a formal service level agreement (SLA) for general product sales; hands-on training, equipment servicing, and after-hours support may be scheduled and documented locally between the Sourcewell member and their designated SealMaster representative. A sales order form sample and new customer signup form sample will be attached in the documents section of this proposal.
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?	Yes, SealMaster accepts P-Card (Purchasing Card) payments at its network of over 130 locations nationwide. This provides Sourcewell participating entities with a convenient and secure method for procurement and payment. However, because each SealMaster franchise location is independently operated, any additional charges or fees associated with P-Card usage may vary by location. We recommend that Sourcewell members contact their local SealMaster store directly to confirm the specific P-Card policy and to discuss any applicable processing fees. This flexibility ensures that Sourcewell entities can leverage their existing P-Card programs while maintaining transparency regarding any potential costs.

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.	ThorWorks/SealMaster offers a line-item discount pricing model for Sourcewell participating entities under the awarded roadway maintenance equipment proposal. Specifically, all Sourcewell members will receive a 10% discount off the Manufacturer's Suggested Retail Price (MSRP) on the respective line-item qualifying roadway maintenance equipment. This discount is applied per line item at the time of quotation or order, ensuring transparency and consistency across all equipment purchases. Pricing is based on the current MSRP listed in the price sheet attached, alongside individual SKU for all items being proposed and the 10% discount is clearly itemized for easy reference. This straightforward model allows Sourcewell entities to clearly see the value they are receiving on each individual product while simplifying the procurement process across SealMaster's full line of roadway maintenance equipment.	*
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.	ThorWorks/SealMaster is offering a 10% discount off the Manufacturer's Suggested Retail Price (MSRP) on all roadway maintenance equipment included in this proposal. This 10% pricing discount is applied as a line-item reduction from MSRP for all Sourcewell participating entities, providing consistent and transparent savings across eligible products.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	ThorWorks/SealMaster offers flexible quantity and volume discount opportunities, as well as periodic rebate programs, to provide additional value to Sourcewell participating entities. Quantity and Volume Discounts Because each SealMaster franchise is individually operated, local franchise owners have the discretion to offer customized volume pricing based on the size and scope of a particular order. Sourcewell members are encouraged to work directly with their local SealMaster representative to discuss bulk purchasing needs and to explore available discounts tailored to their specific project requirements. Rebate Programs In addition to volume discounts, SealMaster periodically offers national rebate programs. These programs typically provide rebates in the form of material credits that can be redeemed at the local SealMaster franchise. Rebates are often based on cumulative purchases over a defined promotional period and are communicated through the SealMaster sales network when available. These flexible discount and rebate options ensure Sourcewell entities can maximize value based on their purchasing volume and ongoing maintenance needs.	*
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.	ThorWorks/SealMaster facilitates the purchase of "sourced," "open market," or "non-contracted" items for Sourcewell participating entities through a localized quotation-based process. These items may include commonly used materials such as crack sealant, roadway marking paint, pothole patch, and other related supplies that complement the contracted roadway maintenance equipment. -Procurement Method for Open Market Items Sourcewell members can obtain these items by working directly with their local SealMaster representative, who can quickly provide a custom quote based on product availability, volume, and delivery needs. Pricing for certain commonly requested open market items is already listed in the attached pricing file for reference and recommendation. For items not listed or requiring special quantities, pricing will be provided on a per-request basis to ensure the most accurate and competitive rates. This method ensures flexibility and responsiveness, allowing Sourcewell entities to easily procure supplemental materials and services tailored to their operational requirements while leveraging SealMaster's nationwide distribution and service network.	*

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.	There are no additional charges beyond the quoted product price and freight/shipping costs for Sourcewell participating entities when purchasing through SealMaster. Included in Quoted Price: Pre-delivery inspection, equipment setup, and mandatory operator training are all included with the purchase of equipment from SealMaster and provided at no additional cost by the corresponding local SealMaster franchise. When equipment is delivered, the local SealMaster representative—who is part of the SealMaster franchise network and directly affiliated with ThorWorks—will complete the setup and conduct 2–4 hours of operator training, depending on the purchasing entity's familiarity with the equipment. Training may be conducted on-site or virtually at no charge, unless the entity is located more than 250 miles from the nearest SealMaster location or explicitly requests on-site training over virtual, in which case travel charges may apply. No Hidden Fees or Mandatory Add-Ons: There are no mandatory inspection fees, installation fees, or required accessory purchases beyond what is quoted for the requested product. SealMaster also does not charge for standard setup or product familiarization at delivery. Parties Involved: Any training, setup, or support services are provided by SealMaster franchise staff, who are trained and authorized by ThorWorks/SealMaster to represent and support the brand and its equipment. This pricing transparency ensures that Sourcewell members know exactly what they are paying for, with no surprise fees or unexpected service charges beyond clearly disclosed freight or optional services.
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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.	Freight, shipping, and delivery are additional costs to the Sourcewell participating entity and are managed through a coordinated and transparent process by the local SealMaster franchise handling the order. These charges are not included in the base equipment pricing and are instead calculated and quoted based on the specific location of the purchasing entity and the type and quantity of products being ordered. Detailed Freight, Shipping, and Delivery Program: 1. Freight Quotation Process: - o When a Sourcewell participating entity inquires about a product, the local SealMaster representative will prepare a comprehensive quote that includes freight, shipping, and delivery costs as a separate line item. - o This ensures pricing clarity and allows the entity to fully understand the total cost before placing an order. 2. Local Fulfillment: - o Once the order is finalized, the nearest SealMaster franchise location will handle the shipment of the equipment or materials. With over 130 locations nationwide, this localized approach helps minimize freight costs and improve delivery timelines. 3. Delivery and Setup: - o Upon arrival, the local SealMaster franchise will coordinate delivery directly to the participating entity's site. - o The same SealMaster location will also provide hands-on equipment training at the time of delivery, ensuring operators are fully familiar with the machine and its safety features. 4. Additional Factors That May Affect Cost: - o Freight charges will vary based on distance from the SealMaster location, equipment size and weight, and delivery urgency (e.g., expedited shipping). - o Any special delivery needs, such as lift gate service, residential delivery, or off-hour delivery windows, may also affect the quoted freight cost. 5. Nationwide Network Advantage: - o SealMaster's national footprint enables flexibility in selecting the most efficient and cost-effective shipping and delivery routes. - o In cases where a product or piece of equipment is not available at the nearest location, SealMaster stores may collaborate regionally to fulfill the order quickly and cost-efficiently. This detailed, service-driven freight and delivery program ensures that Sourcewell members receive their equipment in a timely manner, with full transparency on costs, and the added benefit of local training and support upon delivery.
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70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Sourcewell participating entities located in Alaska, Hawaii, Canada, or other offshore destinations, SealMaster offers freight, shipping, and delivery services using the same process and structure as for mainland U.S. customers, with a few additional considerations due to geographic location and logistics requirements. Freight, Shipping, and Delivery Terms for Alaska, Hawaii, Canada, and Offshore Locations: 1. Quoting and Coordination: - o Freight and delivery costs are quoted separately at the time of inquiry and are based on the entity's specific location, order volume, and delivery method. - o The local or most appropriate SealMaster franchise will prepare a full quote that includes all associated shipping charges, including ocean or air freight if necessary. 2. Shipping Method: - o For Alaska and Hawaii, delivery is typically handled via ocean freight, though air freight can be arranged upon request at an additional cost. - o For Canada, cross-border logistics will be managed in coordination with SealMaster's international sales team, and quotes will account for international shipping, customs clearance, and any applicable duties or taxes. - o For offshore U.S. territories (e.g., Puerto Rico), SealMaster works with trusted freight carriers to arrange marine or air cargo options depending on urgency and cost considerations. 3. Delivery and Training Support: - o Once the shipment arrives at the destination port or freight terminal, final delivery to the participating entity's location is arranged either directly or through a local logistics partner. - o Equipment training and support will be coordinated locally—either virtually or on-site, depending on availability and distance from the nearest SealMaster representative. Additional travel costs may apply for on-site training in remote locations. 4. Import/Export and Compliance (for Canada and international): - o SealMaster ensures compliance with all customs and export documentation requirements and works with the customer to ensure smooth processing. - o Delivery timelines may vary due to customs clearance procedures. This extended logistics program allows Sourcewell entities in non-contiguous or international locations to access SealMaster's full range of products and services with the same personalized attention and support offered to mainland customers, while ensuring all shipping and delivery logistics are handled efficiently and transparently.
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71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	SealMaster offers a unique and highly localized distribution and delivery network through its system of over 130 franchise locations nationwide, ensuring fast, flexible, and responsive service to Sourcewell participating entities across all 50 states, Canada, and Puerto Rico. Key Features of SealMaster's Distribution and Delivery Methods: Local Fulfillment Across the Country: With a nationwide footprint, orders are fulfilled and delivered from the closest SealMaster franchise, minimizing shipping time and freight costs while providing hands-on, personalized service. Direct-to-Entity Delivery & Setup: Each SealMaster location coordinates direct delivery to the purchasing entity's site and provides on-site setup and operator training at the time of delivery (at no extra cost within 250 miles of the location). Franchise Network Collaboration: If a local franchise does not have the needed product in stock, SealMaster can leverage its extensive network to source from nearby stores, ensuring product availability and reducing delays. After-Hours and Weekend Support: Many locations offer after-hours delivery coordination, and trained sales representatives are available outside of standard business hours to assist with urgent delivery or service needs. Offshore and International Coordination: For entities in Alaska, Hawaii, Canada, or Puerto Rico, SealMaster works with reliable freight carriers and local representatives to ensure timely delivery, compliance with shipping regulations, and support for customs procedures. This uniquely decentralized but coordinated model enables SealMaster to deliver industry-leading responsiveness, local service, and nationwide reach—making it one of the most accessible and reliable equipment providers for Sourcewell members.
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.	SealMaster has an effective self-audit process to ensure that all Sourcewell participating entities receive the correct pricing and benefits every time. At the corporate level, we maintain a master pricing file that includes the 10% off MSRP discount for Sourcewell members. This pricing is regularly reviewed and shared with all SealMaster locations, ensuring consistency across our network. We also provide detailed training to each SealMaster franchise on Sourcewell pricing and policies, and we perform periodic check-ins with franchise locations to make sure quotes and invoices are being handled correctly. To make sure Sourcewell orders are tracked correctly, we flag them in our order system, ensuring that the proper discounts are applied automatically. If any pricing issues arise, SealMaster corporate steps in quickly to resolve them and ensure the Sourcewell member receives the correct price. These actions also help us improve training and processes for the future. This approach combines local responsibility with corporate oversight, so we can guarantee that Sourcewell members always get the correct pricing, excellent service, and the full benefits of the agreement.

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.	If awarded the agreement, we will track several key internal metrics to gauge our success and ensure that we are effectively supporting Sourcewell participating entities. One of the primary metrics we will use is internal monthly sales reports. These reports will provide a detailed overview of all sales activity related to the agreement. They will include essential data such as the transaction date, Sourcewell member number, account name, account address, equipment sold description, and the dollar amount of each transaction. This detailed tracking will help us monitor the volume of sales, assess the performance of various product lines, and determine if we're meeting the needs of government and educational customers. In addition to these monthly reports, we will gather documentation from our points of contact to provide further insights into our engagement with Sourcewell members. This documentation will help us ensure that we're maintaining clear communication with customers, understanding their specific requirements, and identifying any challenges or opportunities for improvement. It will also serve as a reference for follow-up actions and for ensuring that we're consistently delivering on our commitments. By combining sales data with customer-specific documentation, we will have a comprehensive view of how we are performing under the Sourcewell agreement. This will allow us to identify trends, address potential issues, and make informed decisions to improve our service and support for Sourcewell entities moving forward.	*
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.	For the proposed Administration Fee, we will offer a 2% fee based on the total sales to Sourcewell participating entities. This fee will be calculated from the total sales amount, excluding freight and any applicable taxes. The fee will apply to all completed transactions made under the Master Agreement during the reporting period defined in the agreement. Each month, SealMaster will track sales data, ensuring that the administration fee is calculated and paid to Sourcewell on time for all relevant transactions, in compliance with the terms of the agreement.	*

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.	ThorWorks is offering better pricing discounts for this Sourcewell contract than existing cooperative contracts, state contracts or agencies. Thorworks believes this contract can be extremely beneficial for both Sourcewell and Thorworks and we would like to offer all of our best efforts from pricing to delivery in order to establish this partnership.	*

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.	SealMaster offers a comprehensive range of pavement maintenance solutions designed to meet the diverse needs of Sourcewell participating entities. These solutions include new, used (as available), and rental options for equipment across multiple categories, ensuring that government agencies, schools, and municipalities have access to the right tools for their road and surface maintenance needs. SealMaster's self-propelled sealcoating machines and buggies are industry leaders, with a reputation built on over 40 years of proven performance. These ride-on machines are available in 300- and 575-gallon capacities and are engineered to apply pavement sealer with or without sand. Options include both squeegee-only models and dual spray and squeegee application systems, providing flexibility based on the job's demands. For tow-behind solutions, SealMaster offers trailer-mounted sealcoat spray units in 575-, 750-, and 1000-gallon capacities. These spray systems are engineered for mixing and applying pavement sealers and are recognized as the standard in quality and reliability. Each unit is customizable, with multiple options available to suit specific operational needs. In crack sealing and filling, SealMaster leads with a variety of equipment. The CrackPro series includes tow behind and skid mount oil-jacketed melter applicators in 125-, 260-, and 400-gallon capacities, built for hot pour rubberized crack sealants and marker adhesive. Features available include on-board air compressors, dual wand systems, gravity flow or pump systems, and even pedal and shot timer attachments for adhesive melting. These versatile units are essential for maintaining asphalt and concrete pavement. SealMaster also offers the CrackPro 3500 cold-applied pump system, a portable unit that draws sealants from pails or drums and delivers them directly into pavement cracks via a hose and wand. This unit is ideal for cold-applied crack fillers and tack coats, enhancing job site efficiency. The CrackPro all-diesel mastic melter/applicator is another flagship product, known for having the fastest heat-up time in the industry. This 300-gallon oil-jacketed system is designed for applying hot-applied rubberized mastic, making it perfect for addressing wide cracks, alligator cracking, potholes, utility cuts, and bridge joints. For chip seal applications, SealMaster provides the R-1 Tailgate Aggregate Chip Spreader Box, a tow-behind unit that easily attaches to the back of a dump truck. It ensures precise aggregate distribution with clean-cut edges and uses a spiral agitator to convey material evenly. In line striping and road marking, SealMaster is a nationwide distributor of Graco and Titan line striping machines, offering models suitable for roads, parking lots, and sports fields. These include Graco LineLazer V series (3400, 3900, 5900, 200HS, FieldLazer), and Titan's 850, 3500, 4955, and 6955 models—providing a broad range of options for both budget-conscious and high-performance users. SealMaster also partners with hot box manufacturers Heat Design Equipment across the U.S. and Falcon Hotbox/Recyclers in select U.S. regions such as Oregon, and Washington. These units include both trailer-mounted and skid-mounted hotboxes in 2-, 4-, and 6-ton capacities, designed for patching and recycling asphalt on site. In addition to new equipment, used equipment is sometimes available for sale throughout the SealMaster network. These units are priced and sold locally through individual SealMaster locations, providing cost-effective options for budget-sensitive agencies. Furthermore, rental options are available at many SealMaster franchises across the country. If included in the agreement, Sourcewell participating entities will be able to rent sealcoating, crack filling, mastic, line striping, chip spreading, or patching equipment depending on local inventory and availability.
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	-Crack Sealing/Filling Melter Applicators -Mastic Melter/Applicators -Adhesive Melters -Seal Coat Trailers/ Self-Propelled Applicators -Roadway Marking Equipment -Roadway Marking Removal Grinders -Blowers/Crack Cleaning -Hot Box and Asphalt Recyclers(Region Specific)

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	ThorWorks/SealMaster is a distributor for Heat Design Equipment and Falcon Manufacturing in different parts of the country. We currently service the areas of Oregon and Washington for Falcon Hot Box Recyclers and the rest of the United States for Heat Design Equipment.	*
79	Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters	☒ Yes ☐ No	ThorWorks/SealMaster has an extensive list of the products in these categories. Including seal coating equipment ranging from 300-1000 gallon capacity trailer mounted units, 300-575 gallon capacity self-propelled squeegee machines, 300-2000 gallon capacity skid mounted units, and custom truck mount sealcoating equipment. We also have 125-400 gallon capacity crack and joint sealing kettle, available in both trailer and skid mounted versions. These units are also available with on-board air compressors and dual wand application options. A 125 and 260 skid mount adhesive melter is also available. We offer a portable cold applied crack sealing setup as well known as the Crack Pro 3500 for use with non-heated crack seal material. We are the only supplier of a fully autonomous crack sealing unit called the RMV(Robotic Maintenance Vehicle). We offer a 300 gallon mastic melter/applicator trailer unit as well.	*
80	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	☒ Yes ☐ No	ThorWorks/SealMaster is a manufacture of a R1 Chip Spreader that mounts on the back of a dump truck with a hitch system allowing different dump trucks to attach to the spreader quickly and easily.	*
81	Pavement marking application and removal equipment	☒ Yes ☐ No	Thorworks/SealMaster is an authorized distributor for both Graco and Titan pavement marking application and removal equipment. We are able to sell the entire line of products offered from both of these companies across our network of SealMaster locations which covers all 50 states in the United States.	*

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](#) - Pricing - SourceWell (Sealmaster) - 05.01.2025.xlsx - Tuesday May 06, 2025 11:12:18
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Marketing.zip - Tuesday May 06, 2025 10:47:47
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Monday May 05, 2025 15:49:06
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Value Add Attribute Control Box Decals and QR Codes.jpg - Monday May 05, 2025 15:50:56

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. - Cody Hale, National Business Development, ThorWorks Industries 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