



**TO:** Mayor and Councilmembers

**SUBMITTED BY:** Luz “Nina” Buelna, Public Works Director

**PREPARED BY:** Paul Medel, Public Works Manager

**SUBJECT:** Award of Purchase Order to Craftco Inc. for a Crack Sealing Machine and Materials for Street Maintenance

**RECOMMENDATION:**

- A. Authorize the City Manager to issue purchase orders to, and to execute all required documents with Craftco Inc., in the amount of \$114,650.70, for the purchase of a crack sealing machine and materials; and
- B. Authorize the City Manager to approve purchase orders with Craftco Inc. of up to \$120,000, or five percent above the quoted price, to account for changes in base cost or specifications, which may have transpired since the vendor provided the original quote to the City.

**BACKGROUND:**

The Public Works Street Maintenance Division maintenance crew requires equipment to perform pavement maintenance activities throughout the City. On June 17, 2025, City Council adopted the two-year budget plan for Fiscal Years (FY) 2025/26 and 2026/27, which included funding for a crack sealer machine. The budget approval allocated \$120,000 for the purchase of the machine, trailer equipment, and the rubberized material and tools for application. The budgeted amount was based on Public Works staff research into Craftco Inc. trailers that would meet the division's needs for street crack sealing in identified neighborhoods.

**DISCUSSION:**

To purchase this piece of equipment, the Public Works Department followed the Goleta Municipal Code (GMC) section 3.050.100, which allows the City to obtain equipment and services through a cooperative bidding procedure that another local, state, or federal agency conducts. The proposed equipment is priced in accordance with a cooperative purchasing agreement (Contract #050625-CFC) between Sourcewell and Craftco, Inc. Sourcewell conducts solicitations on behalf of eligible government agencies, resulting in

highly competitive contract pricing that eliminates the need for each agency to conduct its own lengthy and costly procurement process.

Staff evaluated multiple pieces of rubberized application equipment from Craftco Inc. The Craftco Super-shot 125D with an air compressor trailer is the best value and meets the needs of the Street Maintenance Division. This trailer-mounted rubberized sealant application machine provides a 500-gallon sealant tank, which will aid in the repair of streets with identified asphalt cracking.

As part of implementing the crack sealing program, the Street Maintenance Division will begin with crew training on proper operation of the equipment and application techniques. Following training, staff will identify candidate streets based on pavement condition and coordinate crack sealing activities with the City's annual pavement rehabilitation projects to maximize efficiency and extend pavement life. This phased rollout will allow the program to build capacity gradually while ensuring that work complements larger capital improvements.

#### **GOLETA STRATEGIC PLAN:**

**City-Wide Initiative:** 5. Strengthen Infrastructure

**Strategic Goal:** 5.3 Protect and maintain our roadway system.

#### **FISCAL IMPACTS:**

The purchase of the crack sealing machine and materials will be paid out of account 101-50-5800-51010 (Machinery and Equipment). There is sufficient budget to cover the cost of this purchase. The machine is expected to have a useful life of approximately 20 years. Ongoing annual maintenance and material costs are estimated at \$10,000 and will continue to be incorporated into future operating budgets. Funding for future equipment replacement will be provided, in accordance with the City's Capital Equipment Replacement Reserve Policy, which sets aside annual contributions based on depreciation expense.

#### **ALTERNATIVES:**

Council may choose not to approve this purchase, which will limit Street Maintenance crew's ability to make minor repairs. Without addressing minor repairs, the pavement condition will deteriorate faster and will require more expensive repairs over time.

**LEGAL REVIEW BY:** Isaac Rosen, City Attorney

**APPROVED BY:** Robert Nisbet, City Manager

#### **ATTACHMENTS:**

- 1.** Craftco Inc. Quote for Crack Sealer Machine
- 2.** Craftco Inc. Quote for Crack Sealer Materials
- 3.** Sourcewell Contract #050625-CFC

## **ATTACHMENT 1**

Craftco Inc. Quote for Crack Sealer Machine



**SOURCEWELL CONTRACT**  
**#050625-CFC**

**BBBQ74984-01**

6165 W. Detroit St.  
Chandler, AZ 85226  
(602) 276-0406 (800) 528-8242  
FAX: (480) 940-0313

**Date Quoted** 8/28/2025  
**Expiration Date** 10/31/2025

**Quote To:** Account Code: 2039671

**Ship To:** Account Code:

**CITY OF GOLETA - CA**

6735 HOLLISTER AVENUE  
GOLETA, CA 93117  
US

**Phone:**

**Fax:**

**Email:**

**Project Title:** Supershot 125D w/100cfm Air Compressor

**Start Date:** 8/29/2025

**Ship Via:** Truck/Common Carrier

**Effective Dates:** 8/29/2025 TO 10/31/2025

**Sales Group:** SRC- SOURCEWELL

**Terms:** NET 30

**Quoted By:** Gary Lewis

**F.O.B.:** PPD- ADD FREIGHT

**Sales Office:** WR3- Daniel Martin

**Estimated Time to Ship After Receipt of Order:**

**Customer:** CITY OF GOLETA - CA

**Quote Number** BBBQ74984-01

**Project Title:** Supershot 125D w/100cfm Air Compressor

**Date** 08-28-25

**SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER**

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
47400-SRC	SUPERSHOT 125D W/100 CFM COMPRESSOR	EA	1	\$88,110.0000	\$88,110.0000
20014-SRC	3" PINTLE HITCH	EA	1	\$126.4000	\$126.4000
24227-SRC	SEVEN PIN FLAT BLADE CONNECTOR	EA	1	\$0.0000	\$0.0000
20120-SRC	18" HITCH EXTENSION	EA	1	\$524.0000	\$524.0000
24086-SRC	LOCKABLE BATTERY BOX	EA	1	\$236.0000	\$236.0000
24510S-SRC	SUPERSHOT/EZ	EA	1	\$3,500.0000	\$3,500.0000
24190K-SRC	BEACON AND ARROWBAR LIGHT KIT	EA	1	\$352.0000	\$352.0000
26058-SRC	OVERNIGHT HEATER 110V W/ US PLUG	EA	1	\$236.0000	\$236.0000
26059-SRC	10# FIRE EXTINGUISHER (MUST ORDER 26059 TO MOUNT)	EA	1	\$84.0000	\$84.0000
26119-SRC	FIRE EXTINGUISHER BRACKET	EA	1	\$58.0000	\$116.0000
43416-SRC	3/8" SAFETY HOOK W/ LATCH (2 REQUIRED)	EA	2	\$284.0000	\$284.0000
43549-SRC	GRAVITY FEED KIT	EA	1	\$548.0000	\$548.0000
48120S-SRC	SPARE TIRE KIT (SINGLE AXLE)	EA	1	\$2,800.0000	\$2,800.0000
47636N-SRC	ENGINE COVER ASSY YANMAR INSULATED	EA	1	\$1,036.0000	\$1,036.0000
38750K-SRC	SELF RETRACT HOSE REEL (WITH 47453N BRACKET)	EA	1	\$1,100.0000	\$1,100.0000
38700N-SRC	WIRELESS CAMERA SYSTEM (INSTALLED NOT COMPATIBLE W/ 24506S OR 24507S)	EA	1	\$780.0000	\$780.0000
	DRIVER ALERT SYSTEM, COMPLETE KIT		1		

<b>Customer:</b>	<b>CITY OF GOLETA - CA</b>	Quote Number	BBBQ74984-01
<b>Project Title:</b>	<b>Supershot 125D w/100cfm Air Compressor</b>	Date	08-28-25

**SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER**

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
27120-AZ03	DISK 3 INCH SWIVEL RV A	EA	1	\$107.7500	\$107.7500
27130-AZ03	DISK, 4" SWIVEL RA	EA	1	\$129.6500	\$129.6500

<b>Sales Tax</b>	\$8,756.11
<b>Shipping</b>	\$700.00
<b>Contract Total</b>	\$109,525.9100

**COMMENTS:**

Warranty: 2 Years

Training will be provided on the day of delivery.

For questions contact Gary Lewis at 619-994-9995 or Gary.Lewis@crafco.com

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**NOTE:****WARNING:**

Products on this quote may be labeled in accordance with California Proposition 65.

For Terms and Conditions of purchases go to: <https://crafco.com/Terms-of-Sale.pdf> <https://crafco.com/Terms.pdf>

Quantities may be limited at CrafcO's discretion.

Pricing and availability are subject to change without notice.

Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

**FOB DEFINITIONS:**

PPA- Delivered; freight included.

PPD- Delivered; freight separate.

**Pavement Preservation Products Restocking Policy****RETURN POLICY**

Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.

All returns are subject to restocking fees.

All products returned must be in the original packaging and be in good and salable condition.

Crafco reserves the right to charge repackaging fees in addition to restocking fees.

The customer is responsible for all shipping costs of returned products.

Request information on the acceptability for returns for any specific product when ordering.

**Nonreturnable Products**

Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned.

No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

**Restocking Fees**

All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
All Other Products	25% of product purchase price

**How to Return an Item**

1. To obtain authorization contact your customer service representative.
2. A written authorization will be faxed or emailed to you.
3. A copy of the Return Authorization must accompany the material being returned.

## **ATTACHMENT 2**

Craftco Inc. Quote for Crack Sealer Materials





6165 W. Detroit St.  
Chandler, AZ 85226  
(602) 276-0406 (800) 528-8242  
FAX: (480) 940-0313

**QUOTE #** BBBQ75055-01

Date Quoted 9/5/2025  
EXPIRATION DATE 10/31/2025

*Due to extreme market volatility of raw materials, quotes are reviewed and revised after 30 days.  
Products ordered for shipment after the expiration date on this quote will be adjusted to the price in  
the quote valid at the time of the shipment.*

**Quote To:** Account Code: 2039671

**Ship To:** Account Code: 2039671

**CITY OF GOLETA - CA**

**CITY OF GOLETA - CA**

6735 HOLLISTER AVENUE  
GOLETA, CA 93117  
US

6735 HOLLISTER AVENUE  
GOLETA, CA 93117  
US

**Mobile:**

**Phone:**

**Fax:**

**Email:**

**Project Title:** Polyflex 2 Plexi, Detack, & Squeegees

**Bid Date:**

**Terms:** NET 30

**Bid Number:**

**F.O.B.:** PPD- ADD FREIGHT

**Project Start Date:** 9/5/2025

**Ship Via:** Truck/Common Carrier

**Ship Before:** 10/31/2025

**Sales Group:**

**Quote Effective Dates:** 9/5/2025 TO 10/31/2025

**Quoted By:** Gary Lewis

**Sales Office:** WR3- Daniel Martin

**Estimated Time to Ship After Receipt of Order:**

<b>Customer:</b>	<b>CITY OF GOLETA - CA</b>	<b>Quote Number</b>	BBBQ75055-01
<b>Project Title:</b>	<b>Polyflex 2 Plexi, Detack, &amp; Squeegees</b>	<b>Date</b>	09-05-25

**SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE  
ADDED TO YOUR ORDER**

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
34518-PM-CA04	POLYFLEX TYPE 2 MELTABLE PACKAGING	LB	2,100	\$0.6500	\$1,365.0000
34681-05-CA04	DETACK (5 GAL PAIL)	PL	36	\$79.9500	\$2,878.2000
27245W-CA04	COMPACT SQUEEGEE - WOODEN HANDLE	EA	5	\$93.8500	\$469.2500

<b>Customer:</b>	<b>CITY OF GOLETA - CA</b>	Quote Number	BBBQ75055-01
<b>Project Title:</b>	<b>Polyflex 2 Plexi, Detack, &amp; Squeegees</b>	Date	09-05-25

**SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER**

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
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<b>Sales Tax</b>	\$412.34
<b>Sub Total</b>	\$4,712.4500
<b>Shipping Charges</b>	\$0.00
<b>Total</b>	\$5,124.7900

*Due to extreme market volatility, all prices and availability are subject to change without notice, all quotes to be confirmed at time of order and subject to inventory status.*

**COMMENTS:**

FOB Fontana, CA

Freight will be added and is dependent upon how much material is ordered.

For questions contact Gary Lewis at 619-994-9995 or Gary.Lewis@crafco.com

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**NOTE:****PAYMENT POLICY:**

A deposit of 50% of the purchase price is required on all equipment orders.  
Payment of cash, wire transfer or cashier's check for equipment is required at the time of delivery. Personal or Company checks must be deposited and the equipment will not be released until the funds clear. (7-10 days is typical)

**WARNING:**

Products on this quote may be labeled in accordance with California Proposition 65.

For Terms and Conditions of purchases go to: <https://crafco.com/Terms-of-Sale.pdf> <https://crafco.com/Terms.pdf>

Quantities may be limited at CrafcO's discretion.

Pricing and availability are subject to change without notice.

Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

**FOB DEFINITIONS:**

PPA- Delivered; freight included.

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**Pavement Preservation Products Restocking Policy****RETURN POLICY**

Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.

All returns are subject to restocking fees.

All products returned must be in the original packaging and be in good and salable condition.

Crafco reserves the right to charge repackaging fees in addition to restocking fees.

The customer is responsible for all shipping costs of returned products.

Request information on the acceptability for returns for any specific product when ordering.

**Non-Returnable Products**

Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned. No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

**Restocking Fees**

All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
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3. A copy of the Return Authorization must accompany the material being returned.

### **ATTACHMENT 3**

Sourcewell Contract #050625-CFC



**MASTER AGREEMENT #050625**  
**CATEGORY: Roadway Maintenance Equipment**  
**SUPPLIER: Crafcro, 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 Crafcro, Inc., 6165 W. Detroit St., Chandler, AZ 85226 (Supplier).

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

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

**Article 1:**  
**General Terms**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article 2: Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

The Report must contain the following fields:

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

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

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

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

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

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

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

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

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

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

**c) Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

**20) Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.



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

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

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

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



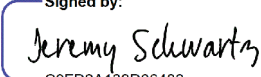
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must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

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

Sourcewell

Crafco, Inc.

Signed by:



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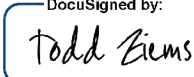
By: \_\_\_\_\_

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 7/1/2025 | 4:12 PM CDT

DocuSigned by:



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By: \_\_\_\_\_

Todd Ziems

Title: Vice President Sales and Marketing

Date: 7/1/2025 | 1:43 PM PDT

# RFP 050625 - Roadway Maintenance Equipment

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## Vendor Details

Company Name: Crafc0 Inc.  
Does your company conduct business under any other name? If yes, please state: AZ  
Address: 6165 W Detroit St  
Chandler, AZ 85226  
Contact: Bryan Darling  
Email: bryan.darling@crafc0.com  
Phone: 602-276-0406 8041  
Fax: 480-961-0513  
HST#: 860324978

## Submission Details

Created On: Tuesday March 18, 2025 09:25:31  
Submitted On: Friday May 02, 2025 10:20:42  
Submitted By: Angie Hoaglin  
Email: angie.hoaglin@crafc0.com  
Transaction #: 2e793fff-c556-48e6-b847-9b29c7aefbf5  
Submitter's IP Address: 147.243.168.143

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## 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.	Crafco, 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).	Crafco is an authorized distributor for the KM International and Graco products we are offering in this proposal. While Crafco is affiliated with these companies, they are not subsidiaries of Crafco, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	58271 / FL45P7XCYDH2	*
5	Provide your NAICS code applicable to Solutions proposed.	324121	*
6	Proposer Physical Address:	6165 W. Detroit St. Chandler, AZ 85226	*
7	Proposer website address (or addresses):	www.crafco.com / www.poreshield.com / www.kminternational.com / www.graco.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Todd Ziems, Vice President Sales and Marketing, 6165 W. Detroit St. Chandler, AZ 85226, todd.ziems@crafco.com, 602-276-0406	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bryan Darling, Project Manager, 6165 W. Detroit St. Chandler, AZ 85226, bryan.darling@crafco.com, 602-276-0406	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Angie Hoaglin, Sales and Contract Administrator, 6165 W. Detroit St. Chandler, AZ 85226, angie.hoaglin@crafco.com, 602-276-0406	*

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

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Since 1976, Crafc0, Inc. has supplied the pavement preservation industry with quality products including roadway maintenance equipment and pavement preservation materials. Crafc0 is the only manufacturer in the pavement preservation industry that manufactures both equipment and materials to provide a total pavement preservation solution. This gives Crafc0 a better understanding of how the melters and crack sealants should work together and apply the product in the most efficient way possible. This provides the agencies with the best possible equipment and materials for their needs.</p> <p>VISION STATEMENT: To be the global leader in preservation and modified asphalt science through a relentless pursuit of exceptional relationships, unsurpassed quality, innovation, and exceeding expectations.</p> <p>MISSION STATEMENT: We produce, promote, and supply specialized preservation products to the pavement, roofing and waterproofing industries.</p> <p>VALUES:</p> <p>Empowered Service: Together, we are committed to delivering unparalleled service. We do what's right, provide solutions and foster stronger relationships with our team and customers.</p> <p>Selfless Leadership: We lead with compassion and put those around us before ourselves. We don't say we're the experts; we demonstrate it through technical expertise, category innovation and genuine care for what we do.</p> <p>Purposeful Growth: Employee growth and company growth go hand in hand. We build our legacy together to ensure future success.</p> <p>Respectful Relationships: Together we foster a culture of respect, acceptance and diversity of ideas and of people. Our differences make us stronger, and we are united by our shared values.</p>	*
12	What are your company's expectations in the event of an award?	<p>In the event of an award, Crafc0 expects 85-95 units with 2,000,000 – 2,500,000 pounds of sealant each year.</p> <p>Per our current contract we have sold 216 units, 8,734,810 pounds of sealant, 74 KM units, 21 Graco units with a total of \$28,292,417.28</p> <p>Crafc0 is looking to grow 25%</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Crafc0 is a subsidiary of Ergon, Inc., which is a privately held corporation. We do not provide any tax information or personal identifiable information.</p> <p>Please see attached confidential financial strength report.</p>	*
14	What is your US market share for the Solutions that you are proposing?	Crafc0's US market share is 70%	*
15	What is your Canadian market share for the Solutions that you are proposing?	Crafc0's Canadian market share is 25-35%	*
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.	Crafc0, Inc. does not have any bankruptcy proceedings.	*

17	<p>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).</p> <p>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?</p> <p>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?</p>	<p>Crafco as a manufacturer covers 50 states with 16 independent Distributors and 18 Crafco-owned Service Centers. Crafco has 3 Regional Managers and 4 District Managers that manage 35 Territory Managers along with 5 Product Managers – all Crafco employees. Our International Department has 1 Territory Manager for Canada and 4 independent Distributors with one Crafco warehouse. Additionally, Crafco owns Supply Centers strategically located throughout the US to provide service and support for all products we are offering. Crafco works with all our Distributors to provide warranty and general service and repair facilities across the US and Canada. Crafco is also an authorized distributor for the KM and Graco products we are offering in this proposal.</p>	*
18	<p>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.</p>	<p>Crafco holds numerous business licenses and resell licenses for all State and local Agencies across the United States and Canada where we manufacture and distribute directly to customers. Crafco also requires our distribution to provide the appropriate licensing in all jurisdictions in which they are conducting business.</p>	*
19	<p>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.</p>	<p>Crafco does not have any past debarments or suspensions.</p>	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>July 2020- Signet Research Inc – AdStudy Award with Roads &amp; Bridges</p> <p>Oct. 2020- Roads &amp; Bridges contractors as the 2020 Gold award winner in the Crack Seal Melters/Applicators category.</p> <p>Dec. 2020- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where CrafcO is headquartered.</p> <p>Dec. 2021- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where CrafcO is headquartered.</p> <p>Jan. 2022- Roads &amp; Bridges Contractor’s Choice earned Gold in two categories: CrafcO Patcher Mastic Melter - Gold in the Road Patching category &amp; CrafcO SuperShot - Gold in the Crack Seal Melters/Applicators category</p> <p>Dec. 2022- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where CrafcO is headquartered.</p> <p>Dec. 2022- Stellar Vendor Award through the Maintenance Superintendents Association (MSA) for CrafcO &amp; Rob Manriquez – Regional Sales Manager for the Pacific Region – 4th CrafcO Stellar award winner for the MSA.</p> <p>Dec. 2023- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where CrafcO is headquartered.</p> <p>Jan. 2023- Roads &amp; Bridges Contractor’s Choice earned Gold in two categories: CrafcO Patcher Mastic Melter - Gold in the Road Patching category &amp; CrafcO SuperShot - Gold in the Crack Seal Melters/Applicators category</p> <p>May 2023- Top 30 Editor’s Choice Products Award Winner Asphalt Contractor – Patcher 4</p> <p>April 2024- Wichita Supply Center &amp; Austin Stading (Territory Manager) have been honored with the prestigious Graco Distributor Distinction Award</p> <p>May 2024- Top 30 Editor’s Choice Products Award Winner Asphalt – EZ Patcher</p> <p>May 2024- Top 25 Products Award Winner Pavement Maintenance &amp; Reconstruction – EZ Patcher</p> <p>Nov. 2024- Roads &amp; Bridges Contractor’s Choice earned Gold in two categories: CrafcO Patcher Mastic Melter - Gold in the Road Patching category &amp; CrafcO SuperShot - Gold in the Crack Seal Melters/Applicators category</p> <p>Dec. 2024- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where CrafcO is headquartered.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	CrafcO sells to 55-60% of the governmental sector.	*
22	What percentage of your sales are to the education sector in the past three years?	CrafcO sells to less than 1% of the educational sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcewell: \$18,626,679.47 total BuyBoard: \$966,192.84 total Omnia: \$0.00 While we are a part of Omnia, the \$0.00 reflects that we try to utilize and push our Sourcewell contract for all government sales 1st.	*
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?	CrafcO does not hold a GSA contract or a SOSA.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
New Jersey DOT	Thien-Y Melanie Vo	609-817-9486	*
City of Tucson, AZ	Chris Espino	480-350-8344	*
Fresno County, CA	James Samuel	559-600-7528	*

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

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

Line Item	Question	Response *	
26	Sales force.	Crafco has 3 Regional Managers and 4 District Managers that manage 35 Territory Managers. Our International Department has 1 Territory Manager for Canada and 4 independent Distributors with one Crafco warehouse. We have 5 Product Managers dedicated to providing expert knowledge and more intensive training for customers.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	16 US Distributors 4 Canadian Distributors. 6 Distributors with multi state coverage and 10 single state coverage. Crafco has started a customer journey mapping experience which has provided better understanding of how we can service our customers better. Crafco is also finding areas that were not being serviced at the highest level and are working to add Crafco service centers in these areas to better serve the customers and Agencies in these areas.	*
28	Service force.	<p><b>CRAFCO SUPPLY CENTERS</b></p> <p>Akron, OH: 7 Direct Employees - 1 Customer Service Representative / 2 Territory Managers / 1 VP of Business Development / 3 Area Service Technicians</p> <p>Anderson, CA: 4 Direct Employees - 1 Warehouse Technician / 1 Supply Center Assistant / 1 Customer Service Representative / 1 Supply Center Supervisor</p> <p>Bridgeton, MO: 3 Direct Employees - 1 Service Program Manager / 1 Service Technician / 1 Supply Center Supervisor</p> <p>Edmond, OK: 8 Direct Employees - 3 Supply Center Assistants / 1 Batch Plant Operator / 1 Customer Service Representative / 1 Plant Manager / 1 Regional Supply Center Manager / 1 Service Technician</p> <p>Evansville, IN: 6 Direct Employees - 1 Service Technician / 2 Supply Center Assistants / 1 Batch Plant Operator / 1 Supply Center Supervisor / 1 Plant Operator</p> <p>Farmers Branch, TX: 3 Direct Employees - 1 Service Technician / 1 Supply Center Supervisor / 1 Supply Center Assistant</p> <p>Fontana, CA: 4 Direct Employees - 2 Customer Service Representatives / 1 Plant Manager-Regional Supply Center Manager / 1 Administrative Supervisor</p> <p>Lee's Summit, MO: 3 Direct Employees - 1 Service Technician / 1 Supply Center Supervisor / 1 Supply Center Assistant</p> <p>Millbury, MA: 5 Direct Employees - 3 Supply Center Assistants / 1 Service Technician / 1 Supply Center Supervisor</p> <p>Nashville, TN: 6 Direct Employees - 2 Service Technicians / 1 Customer Service Representative / 1 Supply Center Assistant / 1 Capital Project Manager / 1 Supply Center Supervisor</p> <p>Nassau, NY: 13 Direct Employees - 3 Managers Track Division / 2 Estimators / 2 Managers Applied Operations / 1 General Manager / 2 Administrative Assistant / 1 Plant Manager / 1 Maintenance &amp; Yard Coordinator / 1 Office Manager</p> <p>Newtown, CT: 2 Direct Employees - 1 Supply Center Assistant / 1 Regional Supply Center Manager</p> <p>Portland, ME: 2 Direct Employees - 1 Supply Center Supervisor / 1 Supply Center Assistant</p> <p>Portland, OR: 3 Direct Employees - 1 Supply Center Supervisor / 1 Supply Center Assistant / 1 Service Technician</p> <p>Sacramento, CA: 2 Direct Employees - 1 Service Center Supervisor / 1 Service Technician</p> <p>San Antonio, TX: 4 Direct Employees - 1 Supply Center Assistant / 1 Service Technician / 1 Lead Mechanic / 1 Supply Center Supervisor</p> <p>Tulsa, OK: 1 Direct Employee - 1 Supply Center Supervisor</p> <p>Waite Park, MN: 2 Direct Employees</p> <p>Wichita, KS: 4 Direct Employees - 1 Service Technician / 2 Supply Center</p>	*



		<p>Assistants / 1 Supply Center Supervisor</p> <p><b>MANUFACTURING</b>  Allentown, PA: 9 Direct Employees - 1 Administrative Assistant / 1 Production Supervisor / 1 Administrative Supervisor / 2 Customer Service Representatives / 1 QC Technician / 1 Plant Manager / 1 Shipping/Receiving Supervisor / 1 Maintenance Supervisor</p> <p>Cheyenne, WY: 6 Direct Employees - 1 Shipping Administrator / 1 Administrative Assistant / 1 Shipping Supervisor / 1 Lab Technician / 1 Plant Manager / 1 Production Supervisor</p> <p>Dekalb, IL: 13 Direct Employees - 1 Lab Supervisor / 1 Concrete Product Manager / 1 Materials Formulation Chemist / 1 Procurement Specialist / 1 Administrative Assistant / 1 Product Supervisor / 1 Maintenance Supervisor / 1 Shipping-Warehouse Supervisor / 1 Production Supervisor / 1 Plant Manager / 1 General Manager of Supply Centers / 1 Customer Service Representative / 1 Administrative Supervisor</p> <p>Chandler, AZ Equipment: - 25 Direct Employees 2 Buyer-Planners / 1 Maintenance Supervisor / 1 Cycle Count&gt;Returns Coordinator / 4 Design Engineers / 1 Administrative Assistant / 1 Senior Service Technician / 1 Production Supervisor / 1 Equipment Receiving Manager / 1 Manufacturing Process Engineer / 1 Equipment Supply Chain Manager / 2 Plant Managers / 1 Operational Excellence Manager / 1 Engineering Technician / 1 Electrical Engineer / 1 Equipment Tech Support Specialist / 1 Production Scheduler / 1 Parts Shipping Manager / 1 Stockroom-Shipping-Receiving Manager / 1 Manufacturing Manager / 1 Equipment Shipper</p> <p>Chandler, AZ Sealant: 13 Direct Employees - 2 Administrative Assistants / 1 Shipping-Receiving Supervisor / 1 Lab Supervisor / 1 Materials Quality Assurance Manager / 1 Plant Manager / 1 Pavement Materials Engineer / 1 Sealant Product Engineer / 1 Specialty Product Engineer / 1 Research Engineer / 1 Roofing Products Engineer / 1 Product Development Engineer / 1 Quality Systems Manager</p> <p>Halls, TN: 13 Direct Employees -1 Production Supervisor / 1 Administrative Supervisor / 1 Maintenance Supervisor / 1 Roofing Customer Service Representative / 1 Shipping Supervisor / 1 Plant Manager / 1 Shipper / 1 Administrative Assistant / 1 Shipping Administrative Assistant / 1 Lab Technician / 1 Lab Technician / 1 Production Supervisor-Patching / 1 Lab Supervisor</p> <p>Naples, TX: 6 Direct Employees - 1 Plant Manager / 1 Maintenance Supervisor / 1 Production Supervisor / 1 Service Technician / 1 Administrative Supervisor / 1 Lab Technician</p> <p>Youngstown, OH: 6 Direct Employees - 1 Plant Manager / 1 Maintenance Supervisor / 1 Production Supervisor / 1 Service Technician / 1 Administrative Supervisor / 1 Lab Technician</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p><b>DIRECT SALES:</b> Once contacted by the Agency interested in purchasing off of the Sourcewell contract, the Territory Manager in that area will work with the Agency on which piece of equipment or material fits their needs and requirements. They will fill out the Worksheet with all information priced out along with an internal quote. This must be approved by Angie Hoaglin, the Contract Administrator for Crafcro. The Territory Manager will submit the worksheet to the Agency for review. Once approved, the PO will need to be made out to Crafcro, Inc. along with the approved worksheet and sent to Angie Hoaglin at <a href="mailto:angie.hoaglin@crafcro.com">angie.hoaglin@crafcro.com</a>. Once the notice to proceed is given, Angie will notify Customer Service and the specific plant by sending a copy of the worksheet, Crafcro quote and PO. Once the equipment is received, the Territory Manager will be responsible for making the final delivery to the Agency and conducting the start-up training and safety training. Crafcro will invoice the Agency. Once paid, Crafcro will pay the Sourcewell Administrative Fee.</p> <p><b>DISTRIBUTORS:</b> It will be the Distributor's responsibility to fill out the worksheet with equipment, options, materials, delivery, taxes etc. The worksheet will be sent to Angie Hoaglin, the Contract Administrator, for Crafcro to be checked, approved and returned with a quote for reference when placing an order. The Distributor will submit the worksheet to the Agency for approval and Purchase Order. Once the notice to proceed is given, Angie will notify Customer Service and the specific plant by sending a copy of the worksheet, Crafcro quote and PO. Once the equipment is received, the Distributor will be responsible for making the final delivery to the Agency and conducting the start-up training and safety training. Once paid, Crafcro will pay the Sourcewell Administrative fee. Crafcro will ship and invoice the Distributor. The Distributor is responsible for invoicing the customer.</p>



30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Once an inquiry has been made, our direct sales staff is able to respond to the customer's request within the day of the inquiry from the customer. All sales force is well versed in the Crafcro/Graco/KM/PoreShield/Paint product lines. Our sales staff can handle demos for new customer inquiries to help Agencies determine the type of machine or materials that best suits their needs. Crafcro works closely with its Distributors when involved in the sale of the equipment to make sure that all the customers' needs are met, from the delivery, new equipment start-up training and warranty service after the sale. A specific Product Manager will be involved if needed as well.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Crafcro is willing and able to provide equipment, materials and service within all 50 states. Our 8 manufacturing plants strategically placed across the Country minimizes freight cost to the end users. One equipment manufacturing plant, in Chandler, Arizona, uses a very coordinated shipping plan to move equipment across the Country at the most competitive cost possible. Crafcro has 16 US Distributors with 3 Regional Managers and 4 District Managers that manage 35 Territory Managers with 5 Product Managers. Along with 18 Service Centers across the US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Crafcro has one of its oldest Distributors based in Canada with 45 years selling and servicing the Canadian market. Crafcro currently has 4 Distributors and 1 Territory Manager in Canada. We would like to extend all products and services in Canada. All sales into Canada are based on US Price List in US Dollars. Payment will be made in USD or current (date of invoice) equivalent Canadian dollars. We also work with Canoe, which represents all the Canadian Provinces.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Crafcro will service all geographic areas in the United States and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Any account type of Participating Entities will have full access to Crafcro's solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no specific requirements or restrictions for Hawaii, Alaska or US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Crafcro will extend the terms of the agreement to nonprofit entities.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Crafco will provide awareness to the marketplace by including Sourcewell in our marketing and advertising. For example, include Sourcewell in literature used by our sales representatives when talking with customers every day, include Sourcewell at tradeshow, conducted regionally and nationally reaching thousands of people every year, include Sourcewell on www.crafco.com website reaching 9,500 people a month and on outbound email advertising which reaches 40,000 people a month. Once awarded, the updated Sourcewell awarded contract logo will be added within all of these.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Social Media Marketing at Crafco Inc.:</p> <p>Social media plays a critical role in building brand awareness, fostering industry relationships, and driving engagement with our customers and partners. At Crafco Inc., we take a strategic, content-driven approach to social media marketing by focusing on the following key areas:</p> <p>1. Platform-Specific Strategies</p> <p>LinkedIn:</p> <p>As a B2B-focused brand, LinkedIn is a cornerstone of our digital strategy. We use it to showcase new product launches, company milestones, leadership insights, case studies, and industry partnerships. We also engage with key stakeholders—DOT officials, engineers, distributors, and industry peers—to build credibility and strengthen professional networks.</p> <p>Facebook and Instagram:</p> <p>These platforms allow us to share behind-the-scenes content, customer success stories, employee spotlights, and event highlights. We use visual storytelling (photos, reels, and short videos) to make our brand more relatable and humanized.</p> <p>YouTube:</p> <p>Crafco's YouTube channel serves as a knowledge hub, featuring product demos, application tutorials, training videos, and customer testimonials. We track views, watch time, and audience retention to continuously improve our video content.</p> <p>2. Content Creation and Engagement</p> <p>We create engaging and educational content tailored to the pavement preservation and infrastructure maintenance industry. This includes:</p> <ul style="list-style-type: none"> <li>-Product tips and maintenance best practices</li> <li>-Live job site videos and real-world applications</li> <li>-Highlighting industry trends and innovation</li> <li>-Celebrating distributor success and customer stories</li> </ul> <p>3. Data-Driven Optimization</p> <p>Using tools like Meta Business Suite, LinkedIn Analytics, and third-party platforms such as Meltwater, we monitor key performance indicators (KPIs) including:</p> <ul style="list-style-type: none"> <li>-Reach and impressions</li> <li>-Engagement rates (likes, comments, shares)</li> <li>-Follower growth</li> <li>-Click-through rates (CTR) to our website or landing pages</li> </ul> <p>We use this data to refine our content calendar, post timing, and messaging for optimal results.</p> <p>4. Community Building and Customer Service</p> <p>Our social channels double as customer service and brand engagement tools. We respond promptly to inquiries, share user-generated content, and support industry events through live coverage and tagging relevant partners and organizations.</p> <p>Crafco runs multiple print ads in a variety of industry publications as well as 1000's of digital ads with our email marketing campaigns per year.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	After our initial contract launch in 2017 and most recently in 2021, extensive training for our sales team was developed to utilize the Sourcewell contract and how to work with Agencies in providing the pavement preservation solutions they need, whether it be equipment, sealant, sprayers, recyclers, PoreShield or paint for track and court. This training is ongoing with webinars and Crafco University bi-annual in-house training. This training is also extended to our Distributor network and their sales team. Sourcewell's role is being accessible to members, non-members, looking for information on how to utilize the contract as well as any legal questions regarding purchasing in their respective areas.	*
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.	At this time, Crafco does not utilize an e-procurement processing system.	*

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

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Operational and safety training is standard with each delivery of our machines. This is completed either by the Distributor or direct sales representative in that area at no cost to the customer. Each new Crafcro unit delivered to the end user includes up to 8 hours of on-site training and safe operation techniques for the equipment. Periodic training is available at the end user's request at no charge. Crafcro provides ongoing equipment training seminars throughout the year as well as web-based training and troubleshooting.
42	Describe in detail your warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response.	<p>Through Crafcro or one of its affiliated distributors, will replace for the original purchaser free of charge any parts found upon examination by the factory at Chandler, AZ, to be defective in material or workmanship. The warranty is for a period of 2 years (Crafcro is the only equipment manufacturer with a 2 year warranty with unlimited hours on the machine, excluding the engine.) from the invoice date, but excludes engine or components, tires, and battery as these items are subject to warranties issued by their manufacturers. Crafcro, Inc. Shall not be liable for parts that have been damaged by accident, alteration, abuse, improper lubrication/maintenance, normal wear, or other cause beyond our control. The warranty provided herein extends only to the repair and/or replacement of those components on the equipment covered above and does not cover labor costs. The warranty does not extend to incidental or consequential damages incurred as a result of any defect covered by this warranty. All transportation and labor costs incurred by the purchaser in submitting or repairing covered components must be borne by the purchaser. Crafcro, Inc. Specifically disavows any other representation, warranty, or liability related to the condition or use of the product.</p> <p>Crafcro, Inc. warrants that Crafcro products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafcro shall not be responsible for improperly applied or misused products. Remedies against Crafcro, Inc., as agreed to by Crafcro, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafcro, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafcro, Inc. whichever is earlier. There shall be no other warranties expressed or implied.</p>
43	Describe any technological advances that your proposed Solutions offer.	<p>With over 49 years of manufacturing experience, Crafcro has been the leader in the pavement preservation technology with ground-breaking advancements in material effectiveness, safety, ergonomics, control and technology. With regard to materials, Crafcro helped pioneer the crack sealing industry, developing the science behind crack sealant and its constituent ingredients. Our team of researchers (including PHD-level scientists) continues to develop materials with a wider effective temperature range and greater durability under heavy traffic loads. Independent tests performed by FHWA and other agencies have proven the superior effectiveness of Crafcro crack sealants.</p> <p>Additionally, our PoreShield concrete protectant offers several advantages over conventional concrete sealers, including safety (low VOC, no PPE needed for application), sustainability (made from American-grown soybeans), durability (10+ years of protection with one application, blocks damage below surface) and versatility (new/old concrete, numerous application types).</p> <p>With regard to equipment, all of Crafcro's equipment is designed to reduce accidents and injuries, including preventing strain with ergonomic loading heights, protecting workers by placing controls away from traffic, and reducing fatigue through the self-supporting Flex Boom hose system. Our on-demand pump system stops the flow of sealant if the application wand is dropped, keeping the operator from getting burned by hot sealant. The Pump Lockout system was also developed to keep the operator from trying to pump sealants before it is heated to the proper temperature and causing premature wear on the pump. New digital engine controls operate the entire unit and override operator errors. This control panel also allows the engine to run at a lower speed while heating up; once the melter is ready to start pumping, the engine speeds up to produce more power. This makes the Crafcro melters much more fuel efficient.</p> <p>Crafcro's EZ Patcher is an industry-exclusive machine enabling a skid steer operator to effectively repair longitudinal and transverse joints from the safety of the skid steer cab, minimizing the crew's exposure to traffic. It is designed to work in conjunction with a Patcher II &amp; 4 and was developed entirely at Crafcro from concept to finished product.</p> <p>Crafcro's engineering and designs make our crack sealing and patching equipment the safest, most reliable and most productive in the industry.</p>

44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Crafco is creating industry-first life cycle assessments (LCAs) for all products to better understand their environmental impact, including raw material extraction, transportation, manufacturing and packaging. This work was commissioned by Crafco and is being performed by Sphera.</p> <p>Crafco has developed a meltable packaging for our sealants and mastics that melts quickly and completely without affecting the property or performance of the sealants. This eliminates cardboard waste for increased sustainability and is also a time saving packaging for the end user as there is no unboxing that has to happen during the crack seal operation.</p> <p>Crafco offers PoreShield, a low VOC (ASTM test at 43.3g/L) meeting all national (and international) standards for VOC limitations on concrete coatings. It is all American-made from sustainably-sourced soybeans. PoreShield is a USDA certified bio-preferred product and certified BABA-compliant.</p> <p>Additionally, Crafco recycles approximately 10 million lbs. of crumb rubber each year (typically from used tires) to produce crack sealant and other products, saving those waste products from the landfill. Crafco also uses recycled cardboard for all boxed packaging.</p>	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>PoreShield is a USDA certified bio-preferred product and certified BABA-compliant.</p> <p>Crafco is currently in the process of creating life cycle assessments for all products.</p>	*
46	Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment.	<p>Crafco's equipment uses Tier 4 diesel engines to help agencies and contractors meet environmental regulations. Our digital engine controller runs the engine at a lower RPM during warm-up, when the engine is least efficient. Once warm-up is complete, the engine RPM is raised to provide full power.</p> <p>Additionally, crack sealing and mastic patching significantly reduces production of carbon dioxide by allowing targeted repairs which alleviate the need for carbon-intensive repaving.</p>	*
47	Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact.	<p>PoreShield is certified to be 93%+ biobased material; it is also low VOC (43.3g/L), a 90%+ reduction in VOC compared to many competing products.</p> <p>Crafco HP ER Asphalt is a low-VOC cold patch material for pavement patching.</p>	*
48	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	<p>All of Crafco's equipment is designed with ergonomics in mind. Our loading doors are placed at a natural loading height to reduce back strain. Field-serviceable components such as the burner are designed to be easily accessible and minimize work in awkward positions or cramped spaces - such as below a trailer.</p> <p>The Flex Boom hose system reduces fatigue by supporting the weight of the hose and wand, with the added benefits of keeping the hose from scraping the ground (less damage) and maximizing the operator's working radius.</p> <p>Our Autoloader helps reduce labor and strain by automating the process of loading sealant blocks into the melter. It allows operators to easily load blocks onto a conveyor from the back of their truck, then advance the material as needed from the ground.</p> <p>The Model 30 Pavement Router is available with a self-propulsion attachment to reduce strain while working on slopes, loading onto trailers or moving the unit around a work site.</p> <p>The EZ Patcher allows one operator to patch pavement while sitting in the skid steer cab, eliminating the need for a worker on foot to maneuver a drag box or use a hot iron for touchups.</p>	*
49	Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety.	<p>Crafco's Beckett Burners employs a DC Controller to monitor the burner operation to ensure proper ignition of the burner and to shut down if there are any issues. Optional fire extinguisher mounted on the trailer frame of the machines. While running our machines, operators are trained to have proper PPE which includes safety glasses, long sleeved shirts, gloves, long pants, steel toe boots.</p>	*

50	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Crafco helped pioneer the pavement preservation industry starting in 1976. Crafco has engineers who are members of the ASTM committees that develop sealant specifications for the entire country. Crafco is also involved with several sealant test decks across the country: National Transportation Product Evaluation Program, National Center for Asphalt Technology and the MNROADS testing facility in Minnesota. This involvement ensures that Crafco sealants are designed and manufactured to the highest standard of quality and deliver the best performance possible for the Agency's needs. Each of the sealant manufacturing plants for Crafco have testing labs. Every single manufacturing lot of material is tested before shipping and certified to meet the relevant specifications. This guarantees the products' quality.</p> <p>The Crafco equipment plant has a very extensive QA/QC program, this includes the run-up of all pieces of equipment to ensure all operational aspects of the equipment. All pieces of equipment are inspected and signed off by the QC Manager before shipment. Crafco has in-house R&amp;D and 99% of the equipment we sell is all designed, tested and manufactured at our Chandler, AZ facility. We manufacture all of the equipment in-house from scratch with raw materials like sheet metal, tubing, channel etc. Our engineers hold Mechanical Engineering Degrees, Industrial Design Degrees, Electrical Engineering Degrees, Computer Science Degrees and Tech School Degrees. Several employees have more than 30 years of design, welding and fabrication experience. We offer continuing education for the engineering team as well as specialty software training courses and manufacturing courses.</p> <p>All KM and Graco equipment will be received either at a Crafco facility or Distributor and will be run up to make sure the equipment is in good working order and ready to be delivered to the Agency.</p> <p>Additionally, Poreshield offers unique value to Agencies tasked with maintaining concrete pavements. It is safe to handle and store, and easy to apply. Poreshield can be applied by Agency maintenance staff without the need for special equipment, PPE or training. Crafco is the only manufacturer of Poreshield, the cost effective, bio-based concrete protectant that's proven to extend the life of the concrete surfaces by 10+ years.</p> <p>Crafco is also the only manufacturer of equipment and materials to provide a total pavement preservation solution. This gives Crafco a better understanding of how the melters should work and apply the product in the most efficient way possible, while selecting the materials they need.</p>
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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.		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
57		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
59		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

**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.	Crafcu terms are Net 30 Days. Crafcu will accept Credit Cards and Wire Transfers.	*
61	Describe any leasing or financing options available for use by educational or governmental entities.	Crafcu will utilize the Sourcwell awarded NCL along with other Agency preferred financing.	*
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.	Per our current Sourcwell Contract; attached in the Standard Transaction section is the worksheet, quote with terms and conditions along with an order form.	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Crafcu accepts P-Card procurement and payment processes at no additional cost.	*



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.	Crafco is offering Product Category Discount. Pricing lists are attached with related discounts noted.	*
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.	Crafco Equipment and Options: 5-20% off list Crafco materials: 10-20% off list KM International: 9-13% off list Graco: 15% off list Poreshield: 10% off list Paint: 10% off list	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	This is not typically offered as most Agencies have various specs they want to meet, making it difficult to offer volume or quantity discounts.	*
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.	If the Agency requests a "sourced" or "non-standard option", we will work closely with our supply vendors to get the best possible price for the Agency and add it to the "unpublished" section of the worksheet.	*
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 elements not included within the pricing submitted.	*
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 will be added as a separate line item to the Agency. When possible, Crafco may combine equipment and material with other trucks going to the closest Crafco facility or Distributor to save on freight costs. Crafco works closely with our freight company to ensure the Agency is getting the best possible price.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight will be added as a separate line item to the Agency. When possible, Crafco may combine equipment and material with other trucks going to the closest Crafco facility or Distributor to save on freight costs. Crafco works closely with our freight company to ensure the Agency is getting the best possible price.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Crafco always works closely with our freight company to get the best delivery method possible to the Agency.	*
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.	Either the direct Territory Manager or Distributor will complete the Sourcewell worksheet and then send to Crafco HQ to Angie Hoaglin, Contract Administrator, she will verify pricing is correct and sign the worksheet. No worksheets will be sent to the Agency without Angie's approval. Once a PO is received, that gets entered into our Quarterly log where all information from the PO will be added along with the fee to be paid to Sourcewell. For budget quotes to Agencies, those are logged internally, and a reminder email is sent to the Territory Managers every month from Angie Hoaglin.	*
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.	From the date of the award, Crafco will keep an internal log of all quotes sent to Agencies, once a PO is received that is logged with the quote as an order. This information is tracked monthly and reviewed by the Senior Leadership members at Crafco. For budget quotes to Agencies, those are logged internally, and a reminder email is sent to the Territory Managers every month from Angie Hoaglin.	*
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.	2%	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts or agencies.

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.	Roadway Maintenance Equipment and materials including Pothole Patchers, Seal Coaters, Crack Sealers and Mastic/Adhesive Melters, Pavement Marking Application Machines, Sealants, Mastics, Cold Patch, Asphalt Recyclers, Reclaimers, Pavement Marking and Maintenance machines, Pavement Marking Paint with Paint Mixer and bio-based concrete protectant.
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Crafco will not utilize subcategories.

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
78	Asphalt recyclers and reclaimers, hot boxes	<input checked="" type="radio"/> Yes <input type="radio"/> No	KM International
79	Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters	<input checked="" type="radio"/> Yes <input type="radio"/> No	Crafco, Inc.
80	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
81	Pavement marking application and removal equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Graco

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

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

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

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.



3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - CrafcO, Inc. Price File.pdf - Friday May 02, 2025 10:05:30
- [Financial Strength and Stability](#) - CrafcO Inc. 06.30.2024 Audited FS CONFIDENTIAL.pdf - Monday April 14, 2025 15:50:53
- [Marketing Plan/Samples](#) - CrafcO Sourcewell Marketing Samples.pdf - Wednesday April 30, 2025 08:12:06
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Documents-Warranty.pdf - Wednesday April 16, 2025 16:00:08
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Distributors-TM List.xlsx - Wednesday April 16, 2025 10:30:45

## 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. - Todd Ziems, VP Sales and Marketing, Crafcro, 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	<input checked="" type="checkbox"/>	2
Addendum_1_Roadway_Maintenance_Equipment_RFP 050625 Tue April 8 2025 02:54 PM	<input checked="" type="checkbox"/>	1