

**Solicitation Number: RFP #070821****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Alamo Group (TX) Inc., 1502 East Walnut St., Seguin, TX 78155 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Road Right-of-Way Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 9, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. 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 and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *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, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. 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.
- b. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract 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.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their 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 Contract 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. **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 be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 or 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 Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. 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 contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. 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 Contract will comply with applicable requirements as referenced above.

F. 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.

G. 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).

H. 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.

I. 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.

J. 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.

K. 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 Contract 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.

L. 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.

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

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an 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 Contract or any purchase by an authorized user.

O. 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 Contract or any purchase by a Participating Entity.

P. 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.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.

R. 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.

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

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

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Alamo Group (TX) Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/6/2021 | 7:33 AM CDT

DocuSigned by:
Keith Forcinito
By: 033EBF1432374E8...
Keith Forcinito
Title: President
Date: 8/5/2021 | 12:44 PM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 8/6/2021 | 7:37 AM CDT

RFP 070821 - Road Right-of-Way Maintenance Equipment

Vendor Details

Company Name: Alamo Group (TX) INC
Does your company conduct business under any other name? If yes, please state: ALAMO INDUSTRIAL
Address: 1502 E. WALNUT STREET
SEGUIN, TX 78155
Contact: Nathan Moczygemba
Email: bids@alamo-group.com
Phone: 830-372-9637
HST#:

Submission Details

Created On: Thursday June 24, 2021 16:14:06
Submitted On: Thursday July 08, 2021 08:31:09
Submitted By: Nathan Moczygemba
Email: bids@alamo-group.com
Transaction #: 16ce45c5-c72a-4185-9b25-2cf7129ed221
Submitter's IP Address: 107.128.0.129

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell 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).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Alamo Group (TX) Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Alamo Group (TX) Inc. is offering several brands including Terrain King. Both companies are members of the Alamo Group. Both companies are manufactured and serviced by the Alamo Group (TX) teams with one reporting structure.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Proposer Physical Address:	1502 East Walnut St, Seguin, TX 78155
5	Proposer website address (or addresses):	www.alamo-industrial.com, www.terraining.com
6	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 and, in the event of award, will be expected to execute the resulting contract):	Keith Forcinito, President, 1502 East Walnut St, Seguin, TX 78155. kforcinito@alamo-group.com, 830-372-1480.
7	Proposer's primary contact for this proposal, if any (name, title, address, email address & phone):	Nathan Moczygemba, Contract Administrator, 1502 East Walnut St, Seguin, TX 78155, bids@alamo-group.com, 830-372-9637.
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chuck Pavliska, Customer Service Manager, 1502 East Walnut St, Seguin, TX 78155, cpavliska@alamo-group.com, 830-372-9503. Doug Baker, North America Sales Manager, 1502 East Walnut St, Seguin, TX 78155, dbaker@alamo-group.com, 830-305-7001.

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Committed to People and Safety since 1969, Alamo Group (TX) Inc. is one of the worlds largest manufacturers supplying mowers to every level of government, the Department of Defense, and into the agricultural and commercial turf markets. We produced the first 15 ft flex-wing mower used in the government market (1969), we designed and built the first telescopic boom mower (1969), the first 15 ft hydraulic rotary mower (1978), the first hydraulically powered sickle bar (1984), the first articulated boom (1988), the first self-propelled wide area flail mower (1988), the first with a piston pump and motors and a joystick (1994), the first fabricated boom and a swivel rotary head (2004), the first to introduce into the US a remote-controlled tool carrier with rubber tracks (2012), the first remote control with a Trimble navigation system in the US (2019), and the first professionally built prime mover with interchangeable attachments (2019). We start every day aiming to build and innovate. We experiment, redefine and prototype. We test and refine some more and then we build keeping the operator in mind every step of the way. We build for longevity and strength. As leaders in vegetation management, we strive to provide a clear, safe path, wherever the customer needs to travel. We are one of 34 members of Alamo Group Inc. (NYSE: ALG), a leader in the design, manufacture, distribution, and service of high-quality equipment for infrastructure maintenance, agriculture, and other applications. Our solutions include tractor-mounted, prime mover mounted and remote-controlled mowers, brush-cutters and other similar equipment made for right-of-way clearing, roadside vegetation management and grounds maintenance. We have built into our solutions our full breadth of OEM parts inventory, superior customer service, product technical support, product and safety operator training courses and highly knowledgeable and experienced territory sales managers, all of which provides our customers with the product life cycle support they require throughout the ownership of our equipment. We have a well-established authorized dealer channel of over 700 locations in North America who are held and trained to the same high-level standards we expect of everyone representing Alamo Group (TX). We understand the government market and our approach has always been to utilize all our factory and local resources to keep the customer productive and safe. We lead by example, our Alamo Group (TX) team has completed over 5100 days of no lost time accidents, equating to over 4 million manhours. We are the first in our industry to reach such a milestone.

10	What are your company's expectations in the event of an award?	We will continue to use our Sourcewell award as our lead contract over all other cooperative, state, and local contracts. We will take opportunities as our product line grows to add similar products, services, and product trainings to our award to provide members with additional solutions. We will continue working with members to educate them on the utilization of the contract and all the suppliers they have available to them as a member. We hope to gain additional Piggyback awards. With the assistance of our contract manager and administrator we will continue to provide required training to all our dealers to keep them well versed on our direction of our Sourcewell award being the lead contract of choice. We will continue to develop our presence in Canada with an award and work with RMA and the other provincial independent associations and now CANOE that have adopted Sourcewell contracts. We will continue to market our award with Sourcewell literature and other marketing tools on our website, in social media and at all events our products are represented. We expect our revenue to increase as we have recently added complimentary products and look to add more in the future.	*
11	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.	Alamo Group (TX) and Terrain King are members of Alamo Group a publicly traded company on the New York Stock Exchange since 1995. We are including our financials at our Group level. See attachments of our SEC 10K and Income Statement.	*
12	What is your US market share for the solutions that you are proposing?	Our market share on the products we are proposing in the US is 60%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Our market share on the products we are proposing in Canada is 5%.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer and service provider. Our sales and service are conducted by our employees as well as our independent dealer channel. For sales, our employees support inside and outside sales for our customers. Our outside territory managers are on the road 90% of their time with dealers and customers delivering product and establishing and strengthening relationships as we know relationships and contracts win the business. We work directly with the customers to help specify products and find solutions for their requirements. We introduce our local dealer immediately so a team consisting of the customer, our dealer and our sales staff can cover all requirements. We value the local presence of our dealers' sales team for before, during and after the sale. They are our boots on the ground that have daily contact with the customers and are trained to be the first point of contact for our customers. We put a lot of time in developing and training our dealers on how to help customers select the right product and in fully utilizing our Sourcewell current contract, specifically in taking advantage of being able to have the purchase order issued to the local dealer. If awarded, we will continue with this emphasis. For service, we rely on our employees in our customer service, technical support, production, and engineering teams to fully support our dealers and customers. Typically, our customers first point of contact is with our local dealer. Our local dealers are required to have service trucks available to support our products and to carry ample OEM parts to cover the routine needs. We provide technician training as well as operator and service manuals to all our dealer service teams. We assign one factory service representative to each dealer as this allows our reps to get a good understanding of the dealer and the customers they service. This also streamlines the troubleshooting process as no one needs to "start over" each time they call in. Our rep "carries the flag" for the dealer and customer into the other departments when they are unable to get to solutions. We support all dealer service work by sending our factory technicians to customer and dealer sites or by bringing the equipment into our plant for troubleshooting when applicable. Our processes dictate we communicate across all teams within our company as well as with our dealer and the customer when we are working on sales or service solutions, this helps to keep everyone on the same page which allows the progression to a solution to take place quickly and easily. We consider our independent dealers an extension of Alamo Group (TX), we have in place certain qualifications and sales targets they must meet to represent our products and service our customers. All our dealers are required to have a dedicated team focused on government sales and service.	*
16	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.	We are one of the leaders in the mowing industry and as such many of the various manufactured products being used today were first designed and developed by Alamo Group (TX). We rank safety, quality, and durability as the first three criteria's we must meet on each product we develop or revise. We employ three licensed Professional Engineers (PE) to support the legitimacy of safety, quality, and durability in our product designs. To develop great products, you need to be proficient and an expert in the use of development software. We have two licensed Solidworks CSWP's (Certified Solidworks Professional) to maintain an expertise in the use of the software. Maintaining proper accounting compliance at Alamo Group (TX) is essential for us and with our government customers. We have an employee who is a CPA (Certified Public Accountant) who works closely with our Alamo Group accounting team to maintain compliance, conduct internal and external audits and provides direction on maintaining proper audit trails and documents.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Alamo Group (TX) has a safety culture which is not matched by any similar manufacturer in our industry. We have worked over 5,000 days without a lost time accident due to our constant focus, training, awareness, and adoption of safety practices from the president down. We are presented hundreds of opportunities daily to get injured given the equipment we use and work around at the factory. We are proud of this amazing culture which extends into designing and building safe, quality products for our customers. We are attaching photos and certificates of the following awards we have achieved. 1) 2017 Alamo Group Inc Safety Excellence Award – 10 years No Lost Time Injury 2) 2017 City of Seguin Proclamation of 10 Years No Lost Time Injury
19	What percentage of your sales are to the governmental sector in the past three years	Since 1969 our primary customer base has been the government, education, and non-profit agencies. Today 95% of our sales and services support government agencies at the federal, state, city, county, township and provincial levels.
20	What percentage of your sales are to the education sector in the past three years	We do not breakout education or non-profits in our government sales reporting and contract tracking. Many of our dealers have great relationships and sell our products into both market segments. If we are awarded a contract and Sourcewell requests our tracking to be defined by government, education and non-profit we will comply.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Contracts being held by Alamo Group (TX) which also includes the Terrain King brand: The first number is 2018 sales, second is 2019 and third is 2020. 1. Sourcewell - \$2,465,488, \$5,420,775, \$2,903,205 2. NY Sourcewell Piggyback - \$681,509, \$180,890, \$663,939 3. BuyBoard - \$3,367,137, \$2,227,483, \$1,075,725 4. DE DOT - \$3,945,831, \$250,332, \$0 5. FL Sheriff - \$393,754, \$1,019,512, \$1,373,010 6. GA State - \$1,618,089, \$1,306,489, \$509,537 7. HGAC - \$63,622, \$515,849, \$0 8. KY State - \$49,431, \$1,009,588, \$714,735 9. LA State - \$923,767, \$167,352, \$102,202 10. MS State - \$516,075, \$61,558, \$102,596 11. NC State - \$51,196, \$6,084, \$0 12. OH DOT - \$0, \$50,467, \$476,424 13. OH STS - \$1,601,532, \$1,419,897, \$1,208,342 14. PA State - \$660,744, \$317,457, \$972,743 15. SC State - \$418,310, \$344,422, \$207,338 16. VA DOT - \$2,481,359, \$1,523,151, \$8,166,804 18. WA State - \$955,429, \$120,602, \$424,277
22	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?	Two of our dealers represent our products on their GSA contract. The first number is 2018 sales, second is 2019 and third is 2020. 1. Federal Contracts Corp (FCC) - \$15,994, \$0, \$116,094 2. Rippeon Equipment - \$119,390, \$161,881, \$194,132

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
County of Yolo, CA	Ofelia Gonzalez	530-666-8843
Lewis County Motor Pool, WA	Tim Mixer	360-740-1191
Monroe County Fleet Management, FL	Daryl Greenlee	305-852-7158

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
NA	Government	Virginia - VA	Tractors and Mowers	88 transactions in the past 3 years	\$9,466,171
NA	Government	Delaware - DE	Tractors and Mowers	42 transactions in the past 3 years	\$4,058,449
NA	Government	Kentucky - KY	Tractors and Mowers	75 transactions in the past 3 years	\$1,886,341
NA	Government	Florida - FL	Tractors and Mowers	5 transactions in the past 3 years	\$914,019
NA	Government	Texas - TX	Tractors and Mowers	5 transactions in the past 3 years	\$856,169

Table 6: Ability to Sell and Deliver Service

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 *
25	Sales force.	<p>Our North American sales team consists of employees and independent dealer focused teams. 95% of our products are sold into all levels of governments, the Department of Defense, education, non-profit and contractors working with these entities. We require our dealer channel to have a focused team to support the government market. Our FTE includes our President, a Director of North American Sales, 1 Regional Manager 6 Territory Sales Managers, our Marketing Manager and over 20 other factory employees who support our sales and marketing efforts, see attached Territory Sales Manager map and listing. Our dealer channel sales teams consist of at least one focused on government sales with their teams supporting them. Many of our multi-location dealers will have at least one salesperson focused on this market at each location. Presently we have over 700 dealer locations serving North America. Most customers will work directly with our dealer channel and as a result we value their local presence and support them with 1) a direct line into our factory teams, 2) product and contract training, 3) marketing materials, 4) presence at events and shows and 5) all remaining support throughout their selling process. Our President has developed great relationships with not only our dealers but with the decision makers at the various levels of government. It is not uncommon for him to be onsite with customers during demos, product selections and specification meetings and at shows and events. Our Territory Sales Managers are involved in all sales from specification, product selection, quoting and delivery with our dealer. Our Territory Sales Managers and inside sales teams work daily with our dealers in support of increasing revenue and exposure of our products and services. We have an annual marketing plan review with our dealers which sets our expectations and goals for them to achieve. We will continue to have one of their goals focused on utilizing the Sourcewell contract if we are awarded. We create continuity for the customer as our factory and dealer sales teams are often involved and are always kept in the loop when a customer requires additional services, training, and technical support once they have made a purchase. Our sales and service teams work together to make sure the customer is talking to the right team to quickly get to a solution of their need.</p>
26	Dealer network or other distribution methods.	<p>We distribute our products and OEM parts primarily through our dealer channel, however when required customers may go directly with us. We include our dealer channel in all direct sales, so the after-sale support is readily available to the customer. In most cases, we require our dealer to carry standard turnkey inventory of our equipment, this would be a tractor or prime mover with the mower attachment already installed. In many cases the customers order is built around a tractor or prime mover they may already have, therefore it is difficult to carry attachment inventory as there are hundreds of possible configurations. Our distribution system allows us to set up key dealers around North America who hold larger inventory levels which can be utilized by other areas of the country for a quick delivery. We are also able to move inventory that has not been retailed from any dealer location when an urgent requirement is requested. All our dealers are required to participate in our annual OEM parts stocking program to insure they have the items needed to keep our customers running with little downtime. We offer customers requesting spare parts inventory management at their location our expertise with the setup and managing of a program, many of our dealers manage customer onsite inventory programs to ensure the customer has the right parts on the shelf. We have over 700 dealer locations positioned throughout North America to provide excellent coverage to our customers, see attached dealer listing and map. The majority of our dealers have been with us for more than 15 years, they know our product and how to service it, they know our service expectations and keep to our requirements. It is our intent with this award that we would allow our authorized dealers to utilize our contract. This will allow our customers to issue their purchase order to their local dealer, which often is the preferred method by the customer.</p>
27	Service force.	<p>One of our mantras is "service is what sells the next mower". Both the sales and service teams work together to create a smooth transition while always keeping the other in the loop. Our service team consists of factory employees and independent dealers, many who are also involved in the selling of the equipment. Each of our 3 technical support representatives, see attached coverage map, are highly trained and handle our inside technical support, general customer service inquiries as well as OEM parts selections and orders. Our dealers are assigned a representative to streamline and keep communications swift while getting to solutions on service issues as well as in identifying the right parts needed to complete a parts order for the customer. We provide online support for our dealers and customer technicians and are ready to answer a call when they need to talk through an issue. Our FTE includes our Customer Service/Product Manager, who is an engineer and manages this team of 4 representatives who are fully supported by a Technical Service Manager, 2 technicians, 8 design and maintenance engineers and over 25 production department employees. It is not uncommon for anyone of these to travel to our dealer or customer site to help troubleshoot and assist in finding a solution to an issue which may be beyond the expertise or experience of our dealer channel. Our customers typically work with our local dealer when they need service but if a customer foregoes the dealer route, they are welcome to come directly to us and we will provide them with all the support and services they need to get them back up and running. Our dealers are required to meet certain standards and capabilities to work on our equipment, one of which is to manage a service truck to go into the field. They are also selected on the size of their service area and the equipment they have available to work on our products. There are generally at least 3 service technicians at each dealer service site who are trained to troubleshoot and work on our equipment. We support our dealers with our complete factory team and by providing ongoing extensive hands-on training and troubleshooting as well as with manuals, videos, technical bulletins, and other online tools to help get to the root of the issue quickly.</p>

28	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.	We know our customer service is what gets us the next order and repeat business and we put a tremendous amount of focus on making sure the customer has alternatives when they need support. Our local dealers are typically the first line of support for the customer, and we have expected response times noted in their sales, marketing, and service plan. Our customers know they may also contact the factory direct. When a request goes beyond our dealers' expertise, they have a hotline into their assigned Alamo Group (TX) customer service representative, who also handles technical solution requests, see coverage map. Having a dedicated representative provides quicker solutions as they know the customer, the customers equipment and it eliminates someone having to restate the story as each issue is recorded, tracked, reviewed, and closed. Our customer service/technical support representative has an open door and is given the highest priority to all our engineers, product managers and production floor team. These resources are vital to getting to a quick solution. Our expectation to a customer is that we respond to a request within 30 minutes and make communication daily until we have provided a solution. Our customer service goes beyond phone work as we provide training to our dealer parts and service teams as well as visit dealers and customers often to further enhance relationships. Our representatives can identify trends because of their account assignments which allows our team to get ahead of future issues. This dealer/representative relationship is what makes our service levels exceptional as it streamlines communications, keeps a person focused on the task at hand and provides quick solutions. We extend our customer service into our parts distribution as our daily target is any order placed through our online shopping cart by 2pm CST is shipped the same day. Confirmations go to the buyer on when they can expect their order if it does not go out the same day. Our on-time delivery has been averaging 92%. At the end of the day our direction is we have 120+ employees dedicated to servicing all needs of our dealers and customers and at any given time we know we may be called upon to switch priorities and assist or drive to a solution.
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have a well-established dealer channel and highly knowledgeable factory support that has been covering the US since 1969. We have developed the key aspects of support for the government market. We know how to work with dealers, operators, buyers, fleet managers, purchasing directors, and all other government positions to identify, select, train, educate, operate, and service our equipment and utilize our Sourcewell award. Our network allows us to provide the sales, service, and customer support throughout the entire US.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have one of the largest equipment dealers in Canada covering many of the provinces along with a great presence of other best in class dealers throughout Canada. All our factory support is available and extended into Canada in support of our dealers and customers. There are areas in Canada that do not have a requirement for our equipment but those who have the need can be fully serviced by our network of dealers and our factory.
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We can fully serve all geographical areas of the US and Canada having a need for our equipment.
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We can fully serve all government, education, and non-profit agencies if we are awarded a Sourcewell contract, we have no limitations.
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We can fully serve all entities in Hawaii, Alaska and in US territories, we have no restrictions.

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our ultimate goal is to have every sale go through our Sourcewell contract. Staying ahead of the sale and keeping the sale from being selected by a 3-bid process is what we emphasize daily to our sales team both internally and within our dealer channel. Our marketing strategy for today and in the future starts with our continuous training. We will continue to work with our factory and dealer teams to train them on how to approach a member and discuss the use of the contract, how we can educate the member on how the contract can save them time and money because of the RFP process already being conducted by another government agency, how to get to the decision maker to make sure we end up educating the right person, and how to leverage off other Sourcewell awarded vendors. Once trained, we will supply the attendees with 1) an inventory of the Sourcewell Cooperative Purchasing Reference Guide, 2) Sourcewell desktop flags as we require their use anytime our product is being represented at an event or show, 3) a Sourcewell Customizable Dealer Flyer for each attendee, see attached, 4) a current member list, 5) a 2 page reflection of the Sourcewell awarded vendor logos, see attached, and 6) links to the Sourcewell website for contract documents, marketing materials, the member list and setting up a new member. Our marketing of the contract then focuses on the use of our websites, www.alamo-industrial.com and www.terraining.com where we have pages dedicated to our Sourcewell award, see attachments. We will continue to take opportunities to provide information and exposure of our Sourcewell contract on our public webpages which often starts the conversation, see attachment. We will continue to provide our dealers with greater details in our Dealer Portal to make it easy for them to discuss and use the contract. We will display the Sourcewell Awarded Contract logo on our brochures, literature pieces, show marketing banners and handouts, and in our social media posts, see attachment. We will keep the contract in front of our sales teams and customers by periodically publishing notices, sharing news from Sourcewell and encouraging the attendance at the GTKU Forums. A big piece of our strategy will be to remain in good communications with our Sourcewell contract manager so that we have the most relevant information to pass along to our teams and customers. We will also bring in the various teams from Sourcewell when we are trying to gain contract acceptance and our expertise is not doing the job. We will have an added focus and market our award to those agencies who may be interested in approving a Piggyback contract award. If awarded, we will implement the contract with notification of the specifics of the contract to all our dealers, internal teams and our customer database.

35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>In our marketing plan we emphasize customer service. Our internal team taps into third-party technology companies to assist in expanding our communication avenues to current and potential customers. We ask ourselves "How can we be the easiest supplier to award your business to and how can we make finding information about our products easy to the customer and public?" We have recently adjusted and updated our website to improve its organic placement in search results. Search Engine Optimization (SEO) consists of on-page factors such as content, structure, and user-friendliness and off-page factors such as links from other sites, social shares, and authority. We have taken a more sustainable and digital approach to content marketing by supplying all customers access through our website to PDF product leaflets and company informational brochures, and third-party links. These adjustments were needed for the adoption of an in-house CRM, and sales data dashboard allowing us to better understand our end-users needs and purchasing patterns. The CRM output directs us as we use cross-channel marketing and user-generated content to increase engagement, build links and bring content to the attention of customers, and create a distinctive "brand" on our Facebook, https://www.facebook.com/AlamoGroupTx/, LinkedIn, https://www.linkedin.com/company/alamogrouptx/, and Instagram, https://www.instagram.com/alamogrouptx/ platforms. We create and distribute relevant, valuable content to communicate with customers providing content that educates and provides value to customers on a consistent basis through Mail Chimp and website newsletter sign ups. We use the Microsoft Teams platform to communicate during the selling, customer service and equipment troubleshooting processes allowing both the customer and support teams to see what is taking place when visiting the equipment is not an option. Having photos, videos, drawings, bulletins, FAQs and all our product operator and service manuals available online gives the customer information on a real time basis and many times helps them achieve the solution. Included in our plan, if we are awarded, is sharing postings from Sourcewell and engaging more in bringing content to Sourcewell to support our overall contract acceptance and utilization.</p>
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We would expect Sourcewell to keep us informed on any new or changes to contract acceptance from the eligible members and provide leads and assistance on gaining Piggyback awards. We would like Sourcewell to continue to produce marketing pieces we can blend in with ours to create a solid marketing strategy. We would expect Sourcewell to have available at all events and shows a marketing piece reflecting everyone who holds a contract. We would like our Contract Manager to include us on any inquiries received so that we can approach the customer as a team of support. We would like training assistance and a general sounding board we can contact when struggling with a topic or issue. We would like to hear about lessons learned from other suppliers and how we can better leverage off each other. We would like our attendance in the H2O forums to continue. We would like to see a diagram developed of how to better go to market in Canada, who/what organization is leading the strategy, who are the associations working with the lead agency and specifically what is the relationship and process between the two and the end customer in gaining contract acceptance.</p>
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Alamo Group, our parent company, provides us with a highly experienced and motivated IT team as they know making it easy to do business with us involves doing what each individual customer needs to support their e-Procurement and e-Marketplace systems. We have the flexibility and creativity which is required to meet all the different requirements presented to us by each customer. Most customers request the starting point of a transaction of heavy equipment to come from their e-procurement process and feed into the suppliers, therefore we have various tie-ins with many customers. We have produced electronic product catalogs, price books, specifications, and manuals in multiple formats which are loaded into customer systems. Customers may issue purchase orders, receive invoices, and pay invoices through our joint e-procurement systems. They can complete the full cycle of a sale by feeding into our warranty registration system and updating their fleet management system. Typically, when customers need spare parts, they will start at the supplier site. We offer an online parts selection and purchasing shopping cart system which can tie directly into the customers tracking, receiving, inventory, and invoice systems. Our system gives them access to all operator and service product manuals as well as ease in identifying what part they need to order. We accept payments electronically via credit cards, various cash transfer methods, and the fading away paper check! Here is a list of some of the customers we engage with to make e-procurement successful in their definition:</p> <ul style="list-style-type: none"> • The States of Arizona, Florida, Georgia, Illinois, Kentucky, Louisiana, Michigan, Minnesota, Missouri, Mississippi, Montana, Ohio, Pennsylvania, South Carolina, Virginia, Washington • Department of Defense • Department of Energy • Federal Contracts Corp • Florida Sheriff Association • General Services Administration

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	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.	Our customer training often begins during a demonstration we jointly conduct with our local dealer. As the decision maker, operator and/or maintenance technicians are normally in attendance we provide them with extensive training, at no charge, on product selection, and how to safely operate and maintain the equipment. Once a purchase has been made, at the time of delivery with our local dealer we will provide this no charge required training again to everyone who will be operating and working on or near the equipment. We will continue to provide this no charge training during the life of the equipment when the customer requests. Some customers are staffed to conduct their own work on the equipment especially once the warranty period has expired. We offer no charge service training to these customers as well as full factory support on troubleshooting and reaching solutions. Through our parent company, Alamo Group, we offer our Tractor Mower Operator Safety Training (T.M.O.S.T.), see attached, which encompasses how to operate heavy equipment safely and the general maintenance work required to keep equipment working properly. We have trained over 25,000 students, many repeating each year as it is normally a requirement for continuing education with operators. These trainings are held at the local dealership or at the agency sites. Recently we moved portions of the training online due to social distancing requirements. There are various factors involved in pricing the training. We take into consideration the location, if it will involve online modules, how many students and the level of training requested as we have several to choose from, therefore we are not able to provide pricing until we have specified what is being requested.
39	Describe any technological advances that your proposed products or services offer.	We offer the latest in CANbus controlled hydraulic valves and joysticks that control and power our machinery. We offer the best vegetation cutting devices on our mowers by integrating the latest high pressure hydraulic components on the market. Our mowers take advantage of the most advanced, best in class variable piston pumps in the industry to conserve fuel during operation and provide more horsepower than any other mowers manufactured in the market. Product developments shared across the member companies of Alamo Group in the US and Europe have created the basis for our advanced cutting technology. Partnering with our member companies has allowed us to harvest the best and most advanced safety protocol machine language and controls in the market, which makes us the leader in industrial mowing equipment safety. We use complex software routines to prevent operators from getting hurt while operating equipment and help reduce operator fatigue during the workday. For example, seat presence sensors combined with complete machine monitoring will alert the operator if the machine is not in a safe condition to exit.
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Since 2012 we have had an active sustainability program for recycling cardboard, paper, and plastics. We average 51,000 lbs being recycled annually. Our steel skeletons and fall off pieces being sent for recycling averages 769,000 lbs annually and our residual paint materials average 3,300 lbs annually. This all equates to 87% of our outbound material waste is being recycled with only 13% going into the landfill. We regularly audit our electric and water consumption to identify opportunities to conserve electricity and water usage. One of our larger projects was completed on the installation of LED lights throughout the plant. This year we have a summer internship program that is concentrating on packaging and recycling opportunities for all inbound materials. This program will look for ways to reduce wood, cardboard, and plastic packaging and seek opportunities for returnable vendor containers.
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	The Mantis 2 which will be launched in 2022 utilizes a Deutz engine capable of meeting the European based "Stage 5" emission regulations. US emission standards are currently set in place with "Tier 4 Final" regulations. "Stage 5" specifications encompass those of "Tier 4 Final" and are expected to meet projected "Tier 5" regulations, which historically match the corresponding European Stage emission requirements. This enables sales of Mantis 2 in Europe. The Stage 5 diesel engine regulations tighten emissions limits for particulate matter (PM) and nitrogen oxides (NOx) for mobile equipment such as farm, construction, and material handling machinery as well as equipment used for municipal and road operation services. AGTX compliance with stage 5 puts the company on the leading edge of approaching environmental standards. The algae and plant growth, which is removed by our aquatic weed harvesters, is most often turned into biofuel by our customers who also see this green initiative as an additional revenue stream. Our aquatic mowing bucket was developed to prevent fish mortality by mowing the waterways. During mowing operations, the survival of our flora and fauna is taken into account as much as possible. The Fish Protector MK-01 consists of four strobe lamps that provide flashlights. These lamps are directly mounted on the mowing buckets. The flashes of light will alert fish and cause fish to flee due to the shock reaction to the light, preventing fish from ending up in the mowing bucket.
42	Describe 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 of certification (as applicable) in the document upload section of your response.	Several of our dealers hold certificates as an SBE, HubZone, SDVOSB, Small Business Set Aside, and WMBE. As a result of us allowing our dealers to utilize our contract, customers who need to purchase from one of these categories is also able to utilize our Sourcewell contract and we will continue to recommend this direction if we are awarded. We consider our suppliers as hub partners and many of our suppliers providing materials and services to build our equipment hold these designations.
43	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?	Our four most unique attributes to Sourcewell members are 1) we have all the capabilities to deliver exactly what the customer states they need. Many of our "firsts" noted in Table 2, line 9 came at the request of our customers. We give the customer what they say they need and not what we think they need. We know not every customer can use the exact same configured product. We pride ourselves in being able to modify our equipment per the customers need and sometimes it is after the customer uses the equipment and decides they may have not fully understood what they really needed to achieve their goal. This takes us into our number 2 attribute "doing the right thing." 2) All our employees are encouraged to listen to the customer and work with them to find solutions, there is no one way street and rarely is the solution black or white. We are empowered to stand behind our product but at the same time be sensitive to what the customer is undertaking. We are charged to be fair and equitable and as a tie breaker is needed lean more towards the customer versus the factory. 3) Our number 3 attribute is we support our products well past the standard industry seven years. We have tooling and fixtures that go back to the 70's and 80's that we bring out on occasion as a customer has gone well past the life expectancy of the product! 4) And our 4th attribute is well over 90% of the products we are offering are made in the USA. Our demonstrated desires of giving the customer what they need by doing the right thing and supporting it for years to come puts us in a class by ourselves. We have heard this statement from our customers for many years and we do not plan to make any adjustments.

Table 9: Warranty

Describe in detail your manufacturer 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 in addition to responding to the questions below.

Line Item	Question	Response *
44	Do your warranties cover all products, parts, and labor?	Yes, our warranties cover all products, parts, and labor according to our Limited Warranty statements. The labor is typically conducted at our local dealer. We publish to our dealers a flat rate guide on how much time each repair should take. We will not reimburse them if their repair time is above our published time, and they cannot provide justification of the higher amount. Our dealers provide us with their shop labor rate annually. We will question the rate if we see it is not in line with other dealers as we want to make sure the customers are being treated fairly. If the customer is performing the work under warranty versus the dealer, we will negotiate how labor will be paid. Our standard product warranty for a government agency is one year, our parts is 90 days. The customer can purchase additional warranty periods at the time of the sale. We have attached our Limited Warranty Statement, Flat Rate Guide, and Warranty Guide for Alamo Group (TX) and Terrain King.
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our limited warranty does not apply to any part of the goods which have been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damaged due to lack of maintenance or use of wrong fuel, oil, or lubricants, or which has served its normal life. We understand the rugged environment our products are used in and we build to these rugged expectations, however operators can tend to overextend the equipment and use it improperly which can create a non-covered warranty claim. To keep this to a minimum, we make sure upfront the right product is being selected, we conduct required training of the operators and technicians, we provide operator manuals and tear sheets, free of charge, and go over specifically what the products cannot do or how they cannot perform. We make sure they understand all limitations or restrictions prior to purchasing and operating the products. If we see warranty claims coming in which reflect improper usage, we will offer to provide additional training at no charge.
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We do not cover technician travel time and mileage under a standard warranty claim. There are times we cannot fully identify the cause of a claim and we will negotiate with the dealer and customer to get to a fair settlement which may include coverage of travel time and mileage.
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We can provide full warranty service where our products are sold in North America.
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We will cover items made by other manufacturers with the exception our limited warranty does not apply to any part of any internal combustion engine, or expendable items such as blades, shields, guards, or pneumatic tires except as specifically found in the operator's manual of the specific product. Operator manuals are delivered and discussed with the customer at the time of delivery and is included in the training provided at the time of delivery.
49	What are your proposed exchange and return programs and policies?	The majority of our product sales are conducted between our dealer channel and the customer. It is left up to our dealers if they choose to offer a trade-in program. We do not offer trade-ins on factory direct purchases. If a customer wants to trade because they are not satisfied with the product, we will work to make adjustments that satisfies the customers requirement, which could also include providing additional or extended warranty coverage. If they want to trade up or to a different type of mower, we will refer them to their local dealer. Our parts are typically sold through the local dealer and their parts return policy would govern. If the customer buys directly from us they will need to submit a Return Materials Request within 60 days of receipt of the part. The factory will review the request and issue a Return Materials Authorization if the return is accepted. The part would be picked up and returned to the factory, inspected and a credit would be issued to the customer's account.
50	Describe any service contract options for the items included in your proposal.	We do not offer service contracts from the factory; however, many of our dealers have service contracts available which are subject to their terms, conditions, and pricing.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods?	If the customer makes a purchase directly with our factory our payment terms are Net 30 and we accept wires, ACH, checks and a P-card. If the customer makes the purchase from one of our dealers the terms and acceptable payment methods would be agreed upon between the dealer and customer. We encourage our dealers to provide at least Net 30. Many of our dealers offer the same acceptable payment methods as we offer.
52	Describe any leasing or financing options available for use by educational or governmental entities.	We do not offer leasing programs at the factory; our dealer channel often has multiple options for leasing and financing covering our equipment. There are occasions on a factory direct sale that we will offer extended terms, this would be determined on a case-by-case basis.
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our goal is to make a purchase through the Sourcewell contract as easy as possible for the customer. We will give them the option to work directly with their local dealer or directly with us at the factory. The customer chooses if they want to make the purchase order out to their local dealer or with us, the pricing is the same either way, unless the dealer chooses to provide a lower price, our dealers are trained that the Sourcewell contract is a ceiling-based contract. If they choose to go directly to the factory, we keep the dealer involved as they will be expected to provide full service and warranty coverage after the sale. The order process starts with our teams making sure the customer is selecting the right product, we then move to how they want to purchase the equipment. Our first recommendation will be to use our Sourcewell contract, which may involve educating the customer on the acceptance and showing them the online contract documents. Currently, we determine their Sourcewell membership status and discuss the ease of becoming a member if they are not a member. We will then provide a quote with our awarded contract number listed along with their member number if it exists, we will include price pages from our Sourcewell submission. Our territory manager is fully engaged with the dealer during the quote process. This ensures we are reporting each sale going through our contract. Once they have accepted the quote, they will issue the purchase order to their choice of the local dealer or our factory. The order is placed at the factory with a copy of the customers purchase order no matter who it is made out to, the dealer and customer receive confirmation along with the expected ship date. Most of the orders are delivered to our dealer for a pre-delivery inspection. The dealer and our territory sales manager will deliver the order to the customer and conduct a full training on the operation and maintenance of the equipment, how to get it registered, and a complete review of all manuals. The invoice process comes from either the dealer or the factory and will go through the e-procurement system process the customer prefers. Either way, our Sourcewell awarded contract number will be on the invoice along with the customers Sourcewell member number, as this will complete the audit process for the customer, which we recognize is important. Our territory managers are involved in every equipment sale and know which contract the customer is using. An order cannot be placed at the factory unless we input the contract, which is being used, this feeds into our reporting of the various contracts we are awarded. We will continue to use the accepted format we currently submit for our fee payment if we are awarded this contract.
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Many of our dealers choose to use our sales order and quote form that we use when there is a factory direct sale, see attached.
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept P-cards on factory direct orders with no additional fees. It varies with our dealer channel, some accept P-cards, others do not and some charge an extra fee while others do not.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
56	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.	Our pricing model for equipment will be a percentage off our standard published list price by product category. Our parts will be a percentage off our current standard published list price. Our Tractor Mower Operator Safety Training (T.M.O.S.T) pricing is determined once the type of training, location and number of students has been identified. (see attached price books)
57	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.	Our discount will be 15% off our standard published list price for each product category and 2% off our current standard published list price for parts. (see attached discount schedule)
58	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or rebate programs are determined on a case-by-case basis from our dealer channel and at the factory.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Each request for a sourced, open market or nonstandard product will be quoted at the time of the request. The member will be provided with our method of calculating their price.
60	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.	Our dealer channel may add to a Sourcewell quote local delivery charges, set-up, installation or mounting charges, and predelivery inspection charges. There will be no additional charges added by the factory.
61	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, delivery, and shipping is an additional cost. We work with North America's leading real-time visibility provider of carrier and API (Application Programming Interface) connectivity for our transportation management. The platform provides us with instant freight shipping information between us and the preferred carriers. We have immediate access to rating, tendering, tracking and document retrieval which gives us the opportunity to provide our customers with the best rates. We are including our freight rates in this response. (see attached freight rates) Alamo Group has leveraged all the Alamo member companies into contracts with package delivery companies which means the rates we charge are well under what our customers qualify for due to our substantial, large volumes across North America. Many of our dealers provide local equipment and parts deliveries using their own trucks and trailers.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada, or offshore deliveries are handled in the same manner described above, we do not have any unique challenges, terms, or conditions in these areas. We may need to choose different modes of transportation, i.e., an ocean vessel, container shipping, or helicopter sling or involve a freight forwarder but we have the experience of shipping throughout the world, so it becomes just another delivery for us.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Many of our dealers offer inventory managed parts programs which often takes the administrative functions of making sure you have the right part on the shelf at the right time away from the customer, which allows that FTE to conduct a higher level of work instead of conducting clerical inventory functions. We have also recognized customers have contracted for third party inventory management services to handle their stores. These companies purchase on behalf of the customer with the typical cost model being cost plus an agreed upon management fee. To keep the customer with the best pricing we sell direct to these companies versus our dealers selling to them.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	d. other than what the Proposer typically offers (please describe).	We are offering a fair and equitable discount off list price which in most cases is below our typical pricing. Some of our government purchases are large volume orders which may allow us to offer a larger discount. We will consider offering a larger discount to Sourcewell members on larger orders.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We will continue to use our well-established process taught to our dealer channel and internal teams for the tracking of our Sourcewell orders. We emphasize the member number and contract number must be included on all documents during the quoting, selling, and invoice processes. Our internal audit is fail-proof as every order requires a contract type to be entered before it can be confirmed in our processing system. Our internal order entry team enters all orders to the factory. Our territory sales managers are involved in every order and know what contract is being used. They provide the contract details to our order entry team who compares it to the order received by our dealer. Our order entry process uses a contract code set up for a Sourcewell award and includes the fee amount. On demand, we can run a report with all the information Sourcewell requires on each order to see where we are for the quarter. Our accounting team has a quarterly process established of reporting and paying our various contract fees. Alamo Group uses a third-party accounting firm to conduct various audits with all the Alamo member companies. These audits have included samplings of the tracking and fee payment of our contract orders which to date we have scored 100% accuracy and correctness.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Our most important metrics will be in training and re-training our dealer channel and internal teams. Our goal is to provide our Sourcewell training to our new dealers within the first 60 days from signing with us. As dealer sales teams change our goal is to train the new salesmen within 60 days of the change. We will also be tracking how many Sourcewell quotes do not turn into orders as we need to understand why we did not win to better position ourselves at the next opportunity. We will have a goal to increase the revenue and utilization of the contract. We have baseline measurements and percentages of utilization which will factor into the goals we set; this will include gaining additional piggyback agreements with members.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	If awarded a contract, we will pay Sourcewell 1% of the customers invoiced amount for any equipment or parts included in our proposal. Factory freight charges or any dealer freight, set-up, or pre-delivery inspection charges will not be included in the calculation of the fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We our offering our full range of specialized equipment including flail, rotary, boom, wing, sickle, and slope mowers, remote control units, various cutting head attachments to include but not limited to rotary, flail, saw, stump cutter, buckets, and ditcher heads, specialty mounts, aquatic and amphibious erosion control, weed harvesting and mowing boats. Our turnkey offerings are 1) Tractor/Mower, Prime Mover/Mower, and Boat/Trailer turnkeys. We do not sell loose tractors, prime movers, or trailers. Many customers want to purchase turnkeys and work with one dealer and issue one purchase order for their equipment purchase. 2) Aquatic and Amphibious weed harvesters and mowing boats which remove plant growth from embankments and the flow profiles of waterways as well as can be a source for erosion control management. Our brands are Alamo Industrial, Terrain King, and we private label Bomford Turner, McConnel, Votex, Conver, and Herder products as Alamo Industrial. Our complete listing of OEM parts, our inventory management programs, and our specialized training courses are all included in our proposal. (see attachments of the Alamo Group (TX) and Terrain King full product brochures and our turnkeys)
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All of our products we are proposing fall within the scope of this RFP. We do not have any subcategories at this time.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
70	Flail, boom, rotary, wing, sickle, and slope mowers	<input checked="" type="radio"/> Yes <input type="radio"/> No	no comment
71	Seeders, tillers, mulchers, and sprayers	<input type="radio"/> Yes <input checked="" type="radio"/> No	no comment
72	Erosion control equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our line of aquatic and amphibious products will be a solution to many customer needs in the area of erosion control near bodies of water.
73	Ditch maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	no comment
74	Signage, signals, and message boards	<input type="radio"/> Yes <input checked="" type="radio"/> No	no comment
75	Radar equipment, traffic cameras or traffic sensors	<input type="radio"/> Yes <input checked="" type="radio"/> No	no comment
76	Other road right-of-way maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our turnkey solutions of a tractor/mower, prime mover/mower, and boat/trailer are often requested in the right-of-way clearing industry.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		Alamo Group (TX) does not have any exceptions to Terms, Conditions, or Specification Forms.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing and Delivery-Price Book, Discount Schedule, Freight Rates.zip - Friday July 02, 2021 10:00:12
- [Financial Strength and Stability](#) - Financial Strength-Income Statements, 10K.zip - Friday July 02, 2021 10:02:27
- [Marketing Plan/Samples](#) - Marketing Plan-Dealer Flyer, Awarded Vendors, SWLogo on Literature, Website Pages.zip - Friday July 02, 2021 10:09:46
- [WMBE/MBE/SBE or Related Certificates](#) (optional)
- [Warranty Information](#) - Warranty, Line 44 Attachments.zip - Thursday June 24, 2021 17:53:44
- [Standard Transaction Document Samples](#) - Standard Transactions-Sourcewell Quote and Sales Form.pdf - Friday July 02, 2021 10:18:10
- [Upload Additional Document](#) - Additional Documents.zip - Tuesday July 06, 2021 15:56:00

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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 or the Canadian 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. - Keith Forcinito, President, Alamo Group (TX) 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 contractual obligations contemplated in the bid.

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_4_Road_ROW_Maintenance_Eqpt_RFP_070821 Fri June 18 2021 05:04 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Road_ROW_Maintenance_Eqpt_RFP_070821 Thu June 17 2021 06:20 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Road_ROW_Maintenance_Eqpt_RFP_070821 Wed June 16 2021 05:21 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Road_ROW_Maintenance_Eqpt_RFP_070821 Wed May 26 2021 04:28 PM	<input checked="" type="checkbox"/>	1