

**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hustler Turf Equipment, Inc., 200 South Ridge Road, Hesston, KS 67062 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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 Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor 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 April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor'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.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor'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 is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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, Vendor 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.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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**

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

- Identify the applicable Sourcwell 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 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. Vendor 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.

Vendor 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 Vendor, 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 worked out directly between the Participating Entity and the Vendor. 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 (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor 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 Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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.** Vendor 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 Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor 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, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor 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. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for one and one-half percent (1.5%) 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 Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor 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 the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. 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, 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. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

## 12. GOVERNMENT DATA PRACTICES

Vendor 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 Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor'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 its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. 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, Vendor 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 Vendor 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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County 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 to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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, Vendor 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.* Vendor 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, Vendor 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, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor 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 Vendor'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 Vendor 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, Vendor 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 Contract 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 Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor 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. Vendor 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 Vendor conducts with Sourcwell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell 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 also require additional requirements based on specific funding specifications. 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 Vendor’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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.



**22. CANCELLATION**

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

Sourcewell

Hustler Turf Equipment, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
4/28/2021 | 12:28 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Brian J. O'Donnell*  
B1A488AB0C014BB...  
By: \_\_\_\_\_  
Brian J. O'Donnell  
Title: Government Sales Manager  
5/3/2021 | 4:55 PM CDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
5/3/2021 | 5:10 PM CDT  
Date: \_\_\_\_\_

# RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

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## Vendor Details

Company Name: Hustler Turf Equipment, Inc  
Does your company conduct business under any other name? If yes, please state: 67062  
Address: 200 South Ridge Road  
Hesston, KS 67062  
Contact: Brian O'Donnell  
Email: bodonnell@excelii.com  
Phone: 630-669-3070  
Fax: 630-323-5118  
HST#: 20-2916428

## Submission Details

Created On: Tuesday January 19, 2021 12:44:51  
Submitted On: Wednesday March 10, 2021 10:21:53  
Submitted By: Brian O'Donnell  
Email: bodonnell@excelii.com  
Transaction #: 1b31b778-b14f-4db6-a0f9-b7670bdce8f0  
Submitter's IP Address: 69.71.118.1

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Hustler Turf Equipment, Inc
2	Proposer Address:	200 South Ridge Road Hesston KS 67062
3	Proposer website address:	www.hustlerturf.com
4	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):	Brian J. O'Donnell Government Sales Manager 200South Ride Road, Hesston KS 67062 bodonnell@excelii.com 630-669-3070
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian J. O'Donnell Government Sales Manager 200South Ride Road, Hesston KS 67062 bodonnell@excelii.com 630-669-3070
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Danielle Otte Government Sales Assistant 200South Ride Road, Hesston KS 67062 danielle.otte@excelii.com 62-327-1183

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	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.	<p>Hustler Turf Equipment, Inc is solely owned by Excel Industries inc. Excel Industries is a privately own company since 1960 out of Hesston, KS. It's history includes making cabs for large commercial equipment along with producing their own wide area mowers throughout the 60's, 70's, 80's, and 90's. On 5-27-05 Excel Industries launched its new selling arm Hustler Turf Equipment, inc. HTE would be the sole selling agent of the Hustler Turf Equipment. We have 7 core values. 1) Care about People 2) Deliver Solutions for Customers Needs 3) Passionate about beating the competition, 4) Do the Right Thing 5) Be Humble 6) Be open with Employees 7) Have Fun</p> <p>Hustler Turf Equipment is one of the largest privately owned company in the industry. We employ over 400 people, sales in excess of \$400,000,000.00, distributions across North American and several countries world wide. Hustler Turf has expanded a few years back making a second product, Big Dog Mowers. These too are offered on today's contract. Total dealerships between both lines exceed 1300 in the United States alone. The "Hustler" was the very first zero turn brought to market back in 1963. We are proud of many first in our industry, the latest being the wide area stand on mower the super 88 and our very popular 104" zero turn, the Super 104.</p>

8	What are your company's expectations in the event of an award?	To continue to grow with Sourcewell. When we were awarded our contract in 2017 I was asked how much will we sell? I responded "if we don't sell \$100,000 the first year we are not doing either of us any good. We surpassed the \$100,000 in the first 4 months. Our last years sales from August 1, 2019 to July 31 2020 was in excess of 1.1 million dollars. With Covid last year I expect the tax revenue to be down this year. I have started a campaign with our TM's to offer more of the programs offered by NCL. The agencies may not have \$12,000 for a mower in their budget but they may have \$600 a month. I am not one to fall back in sales numbers. We complete 2 f our 3 webinars with our CO and Matt from NCL. With the new challenges ahead of us we are taking steps to adapt and overcome. We have held our prices for 2021. We are promoting more demo's to be done with our equipment. We are doing more follow up after the demo and marketing to the customer afterward.	*
9	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.	Excel Industries, inc is a privately owned company and not on the public market. I attached a copy of our credit letter we use when requested. Our Duns number is 007237290	*
10	What is your US market share for the solutions that you are proposing?	Hustler Turf Equipment makes up roughly 15% market share between residential and transmission steer mid mount(commercial) ZTR's in the United States.	*
11	What is your Canadian market share for the solutions that you are proposing?	Hustler Turf Equipment's Canadian market share is about 8 - 10% . It is a growing market for us as we recently established a company owned distributor in that country .	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	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?	Excel Industries, inc owns 100% of Hustler Turf Equipment, inc. Excel Industries is the manufacture of all the Hustler and Big Dog mowers. Best described as Excel builds the product and Hustler Turf Equipment sells it either direct to the independent dealer or to one of our distributors. We have 3 American distributors and over 2 dozen international distributors across the world. Hustler Turf Equipment has a dedicated Customer Relations team to handle opportunities that come in from the dealer or customer base. Each discussion is logged into our system to be sure every ticket that is opened is handled to the customers satisfaction. The ticket is not closed until the solution is accepted. Hustler Turf Equipment provides a service to all of our over 1300 full service dealers and also has a open door for the end-users if they have questions or concerns.	*
14	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.	Our servicing dealers are required to hold and maintain their engine certificates on the power plants we use for our products. We use Kohler, Kawasaki, and Vanguard engines. All engines are manufactured in the USA. Only our full servicing dealers are asked to fulfill orders made by Sourcewell members.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Hustler Turf Equipment has no Suspensions or Debarment in its history. Hustler Turf Equipment has remained in good standings with all the agencies we have dealt with since the day it was incorporated 5-27-05	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Wichita Business Journal named Excel Industries as a 2016 Best in Business Finalist and our CFO Bill Unruh their CFO award winner that year. Excel Industries won the Kansas Governor's exporter of the year in 2013, The Raptor Flip Up won that award in 2015. Past President Paul Mullet was recognized by Bethel College with their distinguished achievement award for 2017.
17	What percentage of your sales are to the governmental sector in the past three years	Sales to Governmental sector using contracts is just over 1%. Some dealers still use our bid assist programs and bidding system which makes up more than 1400 sales and comes to about 5%. As the dealer base learns the advantage of a contract sale they are promoting the idea to their government contract customer. Our government sales for the past several years has been improving. However, in the last three years our Sourcewell sales have increase in a greater percentage. Instead of the hassle of not only the process of a bid sale put the paperwork involved dealers are learning they can make the same profit with far less paperwork using Sourcewell.
18	What percentage of your sales are to the education sector in the past three years	I don't have a breakdown on schools vs other agencies but my guess would be 10-15% of government sales. Schools would buy one piece at a time where a city might purchase 5 or 6 units at once.
19	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?	North Carolina three year average \$80,000 South Carolina three year average \$60,000 Kansas three year average \$286,000 Louisiana three year average \$90,000 Buy Board three year average \$180,000 Washington three year average \$50,000 Arkansas three year average \$35,000 Mississippi three year average \$42,000 Oklahoma three year average \$250,000 Sourcewell three year average \$780,000
20	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?	GSA contract GS21F040CA, average \$625,000.00 a year for the last three years

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
CITY OF GAINESVILLE	Robert Marsh	352-393-8275
WILLIAMSON COUNTY PARK & REC, TN	Red Berry	Main office: 615-790-5705
HAMILTON COUNTY, TN	Leslie K. Johnson	423-209-6890
CITY OF MELBOURNE, FL	Danny French	321-28-7692

**Table 5: Top Five Government or Education Customers**

Line Item 22. 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 *
Kansas Fish and Wildlife	Government	Kansas - KS	Replacement mowers for Parks across the state	\$12,000 to \$60,000	\$300,000.00
Fort Riley	Government	Kansas - KS	Replacement of mowers	\$100,000.00	\$300,000.00
Houston ISD	Education	Texas - TX	Complete replacement of mowers Sale completed last month	\$490,000.00	\$490,000.00
City of Gainesville	Government	Florida - FL	Replacement of mowers as needed	\$12,000 to \$40,000	\$200,000.00
Oklahoma City	Government	Oklahoma - OK	Replacement of Mowers	\$12,000 to \$40,000	\$164,000.00

**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 *
23	Sales force.	Hustler Turf has company Territory Managers and privately owned distributorships with their own Territory Managers. Our three privately owned distributors cover FL, GA, AL, MN, ND, SD, WI, IA, NC, VA, WV, SC, and parts of MO. The rest of North America is covered by Excel/Hustler sales team. The privately owned distributor have no less than 18 salesman while Hustler Turf Equipment employees 21 salesman calling on our dealer base of over 1400 servicing dealers. These numbers do not include the dozens of support staff. There are several warehouses across the nation between Hustler Turf Equipment and the privately owned distributors with the largest being in Edgerton, Kansas with over 7 acres under roof. Our Main parts warehouse is also located in Edgerton, KS with over 100,000 square feet under roof. Being located just outside Kansas City we are able to ship a part anywhere in the United States within 3 working days. Same goes for our whole goods out of Kansas for the lower 48. We also offer an accelerated delivery time for both whole goods and parts. There is an additional cost for these services. Our sales team are equipment with trucks and trailers and a fleet of demo units for on-site demonstrations. This is above the 1400 Servicing dealers that also take advantage of the demo and loaner machines programs allowing them to bring units on the agencies site. If an agency should call into Hustler directly the call goes to me. I have over 30 years in this industry. I have worked for a large Landscape Maintenance company outside Chicago. I have owned a small power equipment shop, I have been a TM and Service Manager for major lines in our industry and have received several awards both as a service tech and in sales. I am able to coach the agency on what machine would fit their needs and budgets. I see myself as street smart more than book smart. If I need to be book smart, I hold two degrees from Southern Illinois University. All of my correspondence with agencies is shared with my assistant to increase her knowledge of what needs to be done.
24	Dealer network or other distribution methods.	Hustler Turf Has over 1400 servicing dealers in North America. Most of the country is covered by Hustler Territory salesman/woman. We do use 3 distributors to cover FL, GA, AL, MN, WI, IA, ND, SD, VA, WV, NC, SC and parts of MO. We require our dealer base to carry a ample supply of parts for our machines. We host several sales and service seminars across the nation. Lately we have been using Zoom to get the information out.
25	Service force.	The large majority of our Territory Managers have been in the field for over 10 years. Most of them have landscape or mechanical background and all are required to attend the sales and service schools, both national and regional. Our first line of service would be the dealer network. Only our servicing dealers take part in contract sales. Next would be our trained TM and then we have a call in customer service department that is available if we need to talk to a service rep at the factory.
26	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.	There are two paths Hustler Turf would take. If the agency calls me directly looking for a mower I am able to coach them on what they are needing. My background in the grounds industry allows me to pair up 3 pieces of equipment the agency can choose from to fit the job they need to get done and their budget the are working with. If leasing is required I coach them on the NCL programs. Once a selection is made I will write up a quote for the equipment they are interested in. If the agency does not have a specific dealer they use I will assign the closest qualified dealer to service them with the new machine and after the sales service. Second path is when the agency goes directly to our servicing dealer. The dealer submits a request for quote form to me on behalf of the agency. I respond with a quote mostly within the hour. If I'm away from my desk my assistant will supply the quote.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Hustler Turf has over 1400 servicing dealers between our Big Dog and Hustler lines. In the past the dealer would have to forward paperwork to the office for bid assistance rebate, invoice the agency and pay off their floor-plan. Sometime if the agency is a slow pay the dealer is required to payoff the machine before the agency pays them. Very difficult with slow cash-flow. Our system provides smoother process for our dealer and agency. Once the PO is cut the dealer is issued a delivery ticket and our floorplan company is notified that Hustler Turf will be paying off the unit. Dealer can focus on getting the unit out asap and not concerned about the agencies payment.

28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	062117 was our first contract with Sourcewell. I recall Tom asking me what I thought we would sell the first year. I told him if we didn't sell \$100,000 we were not doing either of us favor. Our first year we sold \$500,000. Last year we hit \$1.1 million in Sourcewell contracted sales. People like to do business when its easy. I believe we have developed the easiest path to a sale for the dealer and the agency. A dealer has two choices when selling to an agency.They can quote out directly to the agency, accept the PO if they are the lowest bid, then invoice the agency and wait for payment. Keep in mind our Floorplan people want their money when the unit leaves the floor. Or they can request a quote from Hustler for the agency. Hand the quote over to the customer. When Hustle receives the PO the dealer sets up and delivers the machine. Once delivered Hustler pays off their floor plan, invoices the agency and sends the dealer his compensation for the sale. Far less paperwork for the dealer and a easy path for the agency to get the machine they want from they dealer they wish to do business with.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Hustler Turf covers every State in the Union and all the Providences in Canada. That being said we are only on Oahu, Hawaii, and Kauai Island at this time. Some of the Providences in Canada and the Alaska have limited coverage.	*
30	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?	California is a difficult market for us. Due to the EPA requirements in that state many of our products do not meet the California standards. Our product line is not complete in that state. Our diesel powered and EFI units do meet the EPA standards but they only count for 10% of our product line. We do have a salesman covering the state with our mowers and product not on this contract. We have dealers on three island of Hawaii, Oahu, Kauai and Hawaii. We are looking at a dealer chain on Maui but noting formal yet. We do have dealers on some US Territories like Guam. Freight would be charged from exporting harbor to the dealer. Due to Canada restrictions we can not offer our complete line.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Freight is the only change in the contract. Like our GSA contract freight from the export harbor to the dealer would be billed to the agency. If a unit is sold in Kona, Hi we will ask the agency to pay pre-aggreed freight charge from California to our dealer in Hilo, Hi. There is no freight charge to California or from dealer to agency. We are on the Islands of Hawaii, Oahu, and Kauai and researching Maui. Sales in Alaska would require freight fee from the State of Washington to Alaska. Again this would be a pre approved charge. Canada my also have some import fees discussed prior to the sale.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	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.	The Park and Rec shows and others like it are not going to happen for a while. Because of that we need to be out in front of the different agencies showing our goods. When dealer does a demo with a agency they register it on our portal. Once registered we send a personalized postcard thanking the customer for spending time with the dealer. I also follow up to be sure they received one of our catalogs showing the contract pricing. I attached a PDF copy of our catalog in the pricing document file. We also have a new request for demo link on our website. End user just goes to the link and fills in their contact info and what they wish to see. Our TM is then notified and arranges the demo with the local dealer. We prefer the demo's to be done on the agencies grounds. We also award our top Sourcewell Dealer each fall with the Rainmaker award. After the award is given we write in our company publication about the award and the job the winner did. It is not given to the biggest dealer but to the dealer that actively goes out and uses the Sourcewell contract. Our TM's have gone to the GTKU in their area and brought a dealer with them. Presenting the Sourcewell contract up front has proven to be the easier path. Dealers being knowledgeable of the contract is priceless. Our CO at Sourcewell has completed two of our three scheduled webinars with Matt from NCL to both Hustler and our independent distributor TM's
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We collect leads through our website and market to them via email. We use Facebook and Instagram to both paid and organic to promote brand awareness and timely promotions. Lastly we use Google search and display digital advertising to promote our brand. With the Covid restrictions on shows we are putting more resources toward the digital marketing tools.
34	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?	Our sales team leads with the Sourcewell contract. Many times people will take the path of least resistance. When we discuss our product with a Sourcewell member our team will remind them the ease of using this contract. We have found bringing the fact out early that Hustler Turf was awarded a contract with Sourcewell enhances our selling. Almost every time when we announce we hold the contract the buyer is relieved. Because of the ease of a purchase under the Sourcewell contract our team will pitch the benefits of Sourcewell to the non member and direct them to the webpage or fill out the lead page for them. Sourcewells process to be awarded a contract is the most detailed response I have ever had to do. The fact of this depth of the application shows government agencies across the union how vetted contract holders are. This I'm sure gives the states comfort knowing if they buy off this contract they are getting the best value for their money. Sourcewell attendance at shows in the past was always a welcome site. Several times I have brought a non member from my booth to the Sourcewell booth and later sold that same agency a machine using the contract.
35	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.	We do not charge any fees for e-procurement. Once the unit is delivered and registered our A/R will call the agency to get their tax-exempt number and complete the transaction. Sometimes an ARC payment is done, sometimes a Credit Card is used, and sometimes a invoice is paid by check.. We do not start this process until the customer has accepted the machine and it is registered in our system for warranty.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	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.	Hustler Turf offers both commercial and residential mowers. Some agencies do not need a large heavy duty piece of equipment and just need something to mow around the firehouse. That's why we offer both. In our commercial line we offer the new Tweels for our machines. Flat free tires for all wheels. We offer the only 88" cut stand on Zero Turn in the industry. This unit has wings that ride the contour of the grounds and fold up for easy transporting. We offer the Super 104. 104" cut zero turn that mows like a wide area mower but handles like a small ZTR. Widest cut in the industry and able to mow 11 acres an hour. Both side wings fold up to allow easy transportation. We offer the HyperDrive units. Only mower in the industry that pulls hot oil from the drive system and sends it through a radiator with cooling fan. Plus offers a 5 year/3000 hr warranty on the drive system. We have parts and operation manuals on line for all of our equipment. . All of our commercial ride on ZTR units come standard with a suspension seat. These seats are adjustable to the weight of the operator. Our rear discharge units have a counter rotating right blade. Some RD units made by others all the blades turn CW sending most of the grass to the right side of the mowing deck and causing a windrow of clipping. Hustler RD deck have a CCW blade on the right side allowing the grass clippings to exit to the rear of the deck evenly. When our servicing dealers deliver the unit for use operational and maintenance training is available at no charge. Sometimes a customer has a fleet of units and it is not required. We allow the supervisor the option if its needed or not. In the past we have gone to the agencies site an given a operational and preventive maintenance class to the staff each year, with o without a purchase. Covid has restricted that for now.	*
37	Describe any technological advances that your proposed products or services offer.	Hustler Turf and Big Dog Mowers both offer state of the art engines on the machines Fuel injection on our Kohler, Vanguard and Kawasaki engines are available. Our Hustler Super Z, Super Z HD and Super 104 offer the Hot Oil Shuttle. We are the only mower manufacture that uses this system. It pulls oil out of the drive loop and sends it to a fan cooled radiator. Up to 5 gallons a minute of oil goes through the radiator cooling the drive system down on those hot summer days We also offer Tweels for most of our equipment. Suspension seats are standard on all of our commercial equipment. We offer the largest Zero turn rider with the Super 104 and we offer the widest Stand-on unit with our Super 88. Hustler and Big Dog offer our flex fork system to smooth out the ride on washboard type of grounds. We offer sand kits for our machines that find themselves mowing in sandy areas like in TX and Florida. Our larger commercial decks are fully adjustable for all different types of grass across the county. Several different blades are offered to handle the different type of grasses. Mowing grass in the Northwest, Florida and Northeast have different demands and the deck must be adjustable to meet those demands.	*
38	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.	Our products offer several different EFI engines to meet CARB standards and lower fuel consumption. We had a battery operated ZTR a few years back called the ZEON. Sadly the sales did not justify continued production. We still have several patents on it and hope battery technology allows us to return with it. Hustler Turf is involved in the Tuff Mut program that brings science based program to educate youth and inspire a greater appreciation of green areas and the positive impact they have on our personal and community spaces. You can find more about this program on our website <a href="http://www.hustlerturf.com">www.hustlerturf.com</a>	*
39	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.	Just the eco friendly engines of Kawasaki, Kohler and Vanguard.	*
40	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.	Excel Industries Inc is the sole owner of Hustler Turf Equipment. Excel Industries is a privately owned company established in 1960. Excel Industries is a faith based company. Hustler Turf does qualify as a small business but does not qualify or any other hub categories.	*

41	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?	Field knowledge is the first that comes to mind. Average length of time in the grounds industry by our Territory Managers is over 20 years. I am one of the first persons contacted when an agency asking about our product. I have over 40 years in the ground maintenance equipment. I started as a mechanic. Ran a Mower shop dealing with landscapers and homeowners. I won the top dealer award for the Chicago area. Later I became a Territory Manager and a Service Manager for large power equipment manufactures winning a national award for both. When talking to an agency that is unsure of what they need I'm able to address it with knowledge and be sensitive to their budget. All of my correspondence are copied with the TM and my assistance. Keeps everybody on the same page and knowledge is shared. Our TM's in the field are also very well versed on what our equipment can do. If there is a question if a machine can do a job they will bring the machine to the job site and have the customer be the judge. I would look at our team being more street smart than book smart.
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**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 *
42	Do your warranties cover all products, parts, and labor?	Yes in some way and time frame. Batteries are warrantied for two years, pro rated. That is the only item that is pro-rated. Engines are covered by at least 3 years, one series of engines carry a 5 year warranty. Most of our drive systems are covered by a two year warranty while our Hyper Drive system is covered by a 5 year/3000 hour warranty. We also offer a extended warranty at a extra charge. Replacement parts are covered 90 days if installed after the whole goods warranty expired.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Batteries are pro rated. Other warranties have hours of calendar days warranties. Our Hyper Drive system carries a 5 yrs or 3000 hour warranty which ever comes first. We have warranties on many products that carry a 2 year unlimited hours. Our smaller home-owner models carry a 3yr/300h warranty. We limit the warranty on the homeowner models so they are not used for jobs above what they were designed for. My experience in the industry allows me to coach the agency on their purchase so thy are not over working the equipment. I would rather walk away from a sale than sell a machine not designed for the job.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our warranties cover parts and labor on the machine brought into the dealerships. Free pick up and delivery on warrantied items is up to the servicing dealerships discretion.
45	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?	All of our dealers that we use to service a Sourcewell entities are complete sales and service. We have sales only shops with limited service but we do not use them to honor the Sourcewell contract. There are times we will have a dealer that is 10 miles away to service the account rather than one that is 2 miles away. After the sale service is a priority with us. Our dealers will service what we sell. We use dealers close to the agency for the set up and delivery and they are responsible for the service afterwards. There has been times where Hustler Turf has subsidized the dealer on a difficult service call that takes them out of their desired marketing area . Service after the sale is important to us.
46	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?	Hustler Turf covers all products produced and sold to our customer base. The engine warranties are covered by the engine manufacture. All of our servicing dealers must be an authorized dealer for the engine we use. Engine warranties are submitted to the engine manufacture by the dealer. If a extended warranty is purchase by the agency, those warranty claims would go to Hustler regardless if its engine or chassis.
47	What are your proposed exchange and return programs and policies?	If the coaching and qualifying of the customer is done up front there should be no exchange or returns. We would deal with those issues one on one. During the sale we discuss with the agency what they wish to do with the mower and what type of budget do they have. If their budget is not in the price range of the machine required I would rather walk away than sell them a machine. If there is a question if the machine will do a certain job like mow a ditch or climb a hill we would bring the machine out to the job site prior to selling it. Doing a little extra work and asking a couple more questions prior to the sale helps avoiding these issues.
48	Describe any service contract options for the items included in your proposal.	We offer a extended warranty on all of our product. The extra warranty is an increase in years and hours used. The extension is basedon the original warranty. During the months of December and January we offer the extended warranty on our larger commercial units at no charge. Service programs are offered by some of our dealers but Hustler Turf has no involvement with those.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Terms are net 30 days from invoice. Our invoices are sent after the agency has accepted the machine and it is registered in our system. Email invoices are available if preferred.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, We have been working with NCL the past year on securing financing for the agencies. Because of the virus the tax revenue is down and many agencies do not have the funds to out-right buy a piece of equipment. NCL has been very helpful when those issues present themselves. We also offer programs from Western Equipment Financing out of Devils Lake ND.
51	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.	Hustler would receive a request for quote from a dealer for an agency or we receive a request straight from the agency. We return the quote to the agency and the servicing dealer so we are all on the same page. The quote is written on a Sourcewell Quote sheet. I will include our W-9 when required. All of our quotes are contract specific. Once the agency agrees to the quote they submit a PO to Hustler Turf directly to my office. We in turn write up a delivery ticket and send it to the dealer with instructions on what machine and where to deliver it. Once delivered the agency signs the delivery ticket and the dealer sends it back to Hustler Turf with a copy of the registration. We now know that the machine has been accepted, it is registered in our system for warranty. I marry those two papers with the PO for invoicing. At any given time I can look up and invoice by name, number or group. If I need the numbers to complete the quarterly report our QAD system will give me sales by date and contract. Hustler Turf Holds the contract. By having the PO written to Hustler Turf and not the dealer we are able to track all Sourcewell Sales. Feel free to reach out to our CO and ask about our history on reporting sales. They are sent in on time and accurate. Allowing the dealer to submit the sales would only allow miss reporting. I attached a copy of our flow sheet I send to he dealers on contract sales.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept the P-Card and Credit Cards on contract purchases. We do not charge any fees for using these cards. We do not request the card numbers until the unit is accepted and registered in our system.

**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 *
53	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.	We have 3 price breakdown on our equipment. On the residential equipment we offer a 10% discount off MSRP. This is the smaller machine that are rarely bought using the contract. The next bracket is our commercial units. We offer a 27% discount off of MSRP and then finally we have our wide area mower, the Super 104 that we offer a 25% off MSRP. I will upload out contract pricing in the upload section. Because there are different freight cost and taxes in Canada along with a different currency all the models that meet Canadian standards are discounted 25% off MSRP in Canadian standards
54	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.	We have a couple of price structures on our product. Our home owner models known as the Dash and Raptor families are for light duty only. When talking to the agency I ask what these units will be used for. If they plan on heavy use I will walk away from a sale rather than sell apiece of equipment not designed for the job. These home owner models carry a 10% discount off MSRP. Our next group is the heart of the line up. More of our commercial line up. These units carry a 27% discount off MSRP. All of our price discounts are off MSRP let it be in US or Canada.

55	Describe any quantity or volume discounts or rebate programs that you offer.	We do not offer any quantity or volume discounts. Our dealers are welcome to take advantage of offering discounts off our contract pricing if they wish. It is not uncommon for our dealers to take advantage of the ceiling type contract and offer their own in house discount at their expense that I add to our pricing. Lastly is our Super 104 mower for the very large area's carries a 25% off MSRP. Accessories for our mowers carry a 22% discount. All of our prices quoted are set up and delivered to the agency. There is no set-up or delivery charge.	*
56	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.	Pretty much the only open market item I have had to go out with is a Canopy Top for he mowers. This sun shade is requested in the southern states and I sell them at the requested price given by the servicing dealer. This too includes installation on the machine. Most prices quoted are at MSRP or lower. I have never quoted one above MSRP. If an agency wishes for a non contract item I will price it out with the servicing dealer and report back to the agency.	*
57	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.	My prices quoted for this contract are for all my equipment set up and delivered running ready to mow. Exceptions to this rule would be cost for the boat ride to Hawaii, and freight from Seattle to a Alaska dealer. If Canada should impose a tariff charge on our equipment that would also effect the price. If the exchange rate with Canada goes crazy we might ask for a review of our Canada pricing. Outside of those samples we do not have any add-on charges.	*
58	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 is only an issue with Hawaii and Alaska. The freight charges are calculated prior to agreed sale. We expose the charge up front before the PO is written. Same would hold true if Tariff are put on our equipment with Canada. Some remote locations may require freight cost in Canada but will be discussed prior to the sale. We do not charge freight from the factory to exit point from the lower 48.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Hawaii and Alaska we offer free freight to the west coast. There will be a freight charge for the boat trip to Hawaii and truck up to Alaska. These freight prices are discussed prior to the writing of the PO. Canada freight may play an issue if the agency is over 80 miles from the servicing dealer.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our units including the accessories are discounted and priced set up and delivered to the location of the agencies choice. We just sold a unit to the University of Florida Gainesville but they needed it delivered to Lake Placid. 190 miles away from campus. We used a dealer much closer to Lake Placid than Gainesville to fill the order. If the factory is out of stock on a model we will transfer a unit in from a dealers inventory to fill the order instead of waiting for production to catch-up. After the sale support is very important to us so we only use dealers that have a service department to fill these PO.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	If a agency buys off the contract they will find their prices on accessories, set up and delivery are more aggressive than if they bought off a bid. Hustler Turf rebates dealers on discounted accessories and all the contract prices include set up and delivery. We also are willing to practice ceiling pricing. Last month due to the cost of steel our prices to the dealers went up. Normally this would result in a increase in contract pricing. Hustler Turf is holding their pricing on all the contracts.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	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.	All of the quotes I send out are contract specific. Once an agency accepts our quote and issues a PO I write up a contract specific delivery ticket for the agency using the the contract form. Once the delivery is made all papers are returned to my office. We attach the signed delivery ticket with a copy of the PO to the A/R dept. They pick up he contract number off the delivery ticket and process the claim. For Sourcewell sales we use Region 133. At the end of the month I track all the sales done in Region 133, then every quarter I go back into our QAD system and review all sales done in region 133. This includes the signed delivery ticket, the PO and the registration of the machine. From here I get all the required information. It also allows me to be sure all sales for region 133 are accounted for. Feel free to contact our CO for a record of our payment history. You will find they were accurate and on time.
63	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.)	When our offer was accepted on 062117 our fee was set at 1.5%. At that time most state contracts were charging between 1 and 2%. Since that time State contract usage fees are now lower and some as low as .75%. I would be open for discussion on lowering what we are paying on 062117.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Hustler Turf Equipment, Inc supplies both the Hustler mower line and Big Dog mowers. Both mowers offer a residential zero turn mower and commercial line of Stand on, walk-behind and ride on ZTR mowers. Hustler line also offers a 88" flex wing stand on mower which is unique the industry. Hustler also offers the Super 104 flex wing mower. The Super 104 was also the pioneer in this type of equipment and is the largest cut of its kind. Hustler Turf has over 1400 servicing dealers across the nation. These are dealers who service the product as well as sell it. We are offering 79 models of our Hustler brand and 38 models of our Big Dog mower.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our main products of Hustler and Big Dog mowers are our lead products. If there is subcategory it would be our accessories for the mowers. Bagging kits, Tweels, mulch kits, sand its etc. All of our accessories receive a 22% discount off MSRP and are installed free of charge.

**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
66	Lawn and garden equipment, tools, attachments, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Commercial and residential stand-on, walk-behind and ride-on ZTR mowers. Offer diesel powered and gas powered with carburetor or EFI fuel delivery. Full accessories available for all machines at a 22% discount off MSRP. Not all companies offer their accessories at a discount.
67	Irrigation systems, equipment, parts, and related installation and maintenance services	<input type="radio"/> Yes <input checked="" type="radio"/> No	Hustler Turf Equipment specializes in mowers. We do not market anything involving irrigation systems.
68	Beach and waterfront maintenance equipment and accessories	<input type="radio"/> Yes <input checked="" type="radio"/> No	Hustler Turf Equipment specializes in mowers. We do not market anything involving Beach or waterfront equipment.
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	All of our accessories are discounted 22% and installed free of charge when purchased with whole good. Not all manufactures offer accessories at a discounted price, let alone free installation. Hustler Turf Equipment, Inc offers a extended warranty above the standard warranty on the machines. All warranty and repair work is done through one of our 1400 servicing dealers.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
70	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.	The less cooks in the kitchen the better. We hold today's' grounds contract with Sourcewell and plan on keep the same system. Once the decision is made on which unit is to be bought I ask for the PO to be made out to Hustler Turf Equipment. Once I receive the PO I'll write up a delivery ticket with the description of the equipment, where to be delivered and the contact person at the agency. Once the dealer receives the ticket they will assemble and adjust the machine prior to delivering it. Once delivered and operation had been discussed the agency signs the delivery ticket for the dealer. Each delivery ticket is contract specific. Every contract sale is filed in our QAD system per contract. I can search each contract for sales per customer or time frame. Because all contract sales require the PO to be written to Hustler Turf and sent to my office I'm able to compile our monthly and quarterly reports. Our projected sale for our 1st year was \$100K, it turned out to be \$500K, Second year was \$750K and last year had sales over \$1.1 million. With PO coming straight to us we do not have any contract sales slipping through the cracks relying on dealer entering sales. With each delivery ticket being contract specific the sales per contract are accurate.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	All the dealers used are full sales and service dealers with trained mechanics. We have a customer support team at the factory allowing agencies to call our service techs with issues. Our Parts warehouse is located outside Kansas City under more that 100,000 square feet. Our whole-good are located in the same town of Edgerton, KS with more than 3 acres under roof. Delivery to any location can be done in 3 days or less. Priority delivery is available at a extra fee. We also have 3 distributors in the lower 48 that cover 13 states that also have their own parts distribution centers.
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	If you look at our construction of our equipment you'll see thick walled metal and gussets for support through out. We do not stamp out our decks of the mowers, not even the residential models. I would look at warranties on machines. If something has a year warranty I would think it is not built for long lasting. Our homeowner model has a 3yr, 300 hour warranty. What does that mean to you? If you have an acre to mow in center US and you own a 48" Hustler. That means you will be done in less than 45 min. You may mow 28 times a year which comes out to around 21 hours a year. Even if you add another acre onto the job you are still mowing only 50 hours a year. Or strongest warranties cover the most costly parts on the machines. ie, the Warranty on the drive for our HD models is 5 years or 3000 hours. The Vanguard Engine has a 5 year warranty. If our unit were not built to last we would not offer these warranties.Our units have either normally aspirated or EFI fuel delivery. Our cooling of the drive system on our Super Z models is state of the art. Think of it as trailer package on you truck or car. When they put that on they add a transmission oil cooler. That is what we do standard on our Super Z, Super Z HD, Super 88 and Super 104. Same goes for our Oil Guard on select engines. Extending oil changes to 500 hours and keeping the oil cooler, which in turns cools the engine in those hot July days.



**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

## Proposer's Affidavit

### 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:
  - a. 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>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. 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. - Brian O'Donnell, Government Sales Manager, Hustler Turf Equipment, 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
<b>Addendum_11_Grounds_Maintenance_Equipment_RFP_031121</b> Thu March 4 2021 06:08 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_10_Grounds_Maintenance_Equipment_RFP_031121</b> Thu February 25 2021 01:00 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_9_Grounds_Maintenance_Equipment_RFP_031121</b> Tue February 23 2021 10:33 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_Grounds_Maintenance_Equipment_RFP_031121</b> Mon February 22 2021 10:21 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests</b> Wed February 17 2021 09:01 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Grounds_Maintenance_Equipment_RFP_031121</b> Tue February 16 2021 11:03 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Grounds_Maintenance_Equipment_RFP_031121</b> Fri February 12 2021 03:14 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Grounds_Maintenance_Equipment_RFP_031121</b> Tue February 2 2021 02:12 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Grounds_Maintenance_Equipment_RFP_031121</b> Thu January 21 2021 03:47 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Grounds_Maintenance_Equipment_RFP_031121</b> Wed January 20 2021 02:02 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Grounds_Maintenance_Equipment_RFP_031121</b> Tue January 19 2021 03:36 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1  
TO  
CONTRACT # 031121-HTE**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Hustler Turf Equipment, Inc.** (Vendor).

Sourcewell awarded Vendor a contract for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services effective May 3, 2021, through April 30, 2025, relating to the provision of services by Vendor to Sourcewell and its Participating Entities (Original Agreement).

The parties agree that certain terms within the Original Agreement will be amended and only to the extent as hereunder provided.

Vendor has updated its order process found in Line Item 51 under "Table 10: Payment Terms and Financing Options". The current language is deleted in its entirety and replaced with the following:

In the United States, Hustler receives a quote request from an authorized dealer or directly from the purchasing agency. The Sourcewell quote is provided to the requesting agency and delivering dealer. Instruction for any subsequent purchase order (PO) is included on the quote, thereby the PO, made out to Hustler directly, and the copy of any required tax certification is provided to the delivering dealer and/or [outdoorgovtsales@sbdinc.com](mailto:outdoorgovtsales@sbdinc.com) for fulfillment. A delivery ticket with the equipment purchased and delivery and billing information is provided to the delivering dealer with instruction per the information on the PO. The delivering dealer completes the delivery ticket and provides with the product registration to Hustler to use to invoice the purchasing agency directly. As U.S. customers are invoiced directly by Hustler, sales data is pulled from the QAD system by contract number.

In Canada ONLY, authorized Hustler dealers are to invoice the purchasing agency directly. Canadian Hustler dealers will be required to provide sales information and documentation during Sourcewell program processing and to the Hustler contract administrator. Sales data for any Sourcewell Canadian transactions will be included with United States transactions in the quarterly sales report.

Except as amended above, the Original Agreement remains in full force and effect.

DocuSigned by:  
**Sourcewell**

*Jeremy Schwartz*  
By: C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

7/12/2023 | 4:39 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
**Hustler Turf Equipment, Inc.**

*Jennifer Kucera*  
By: 5F4A67116CCA4EB...

Jennifer Kucera

Title: Pro Sales Support Lead

7/24/2023 | 4:01 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
**Sourcewell APPROVED:**

*Chad Coquette*  
By: 48BAF71B0894454...

Chad Coquette

Title: Executive Director/CEO

7/24/2023 | 4:33 PM CDT  
Date: \_\_\_\_\_