



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

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Bush Hog Inc., 2501 Griffin Avenue, Selma, AL 36703 (Supplier).

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

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

#### **1. TERM OF CONTRACT**

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

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

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

### **3. PRICING**

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to 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**

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and

- Business reviews to Sourcwell and Participating Entities, if applicable.

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

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

### **11. INDEMNITY AND HOLD HARMLESS**

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

### **12. GOVERNMENT DATA PRACTICES**

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

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

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in



advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

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

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

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

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

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

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation



and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

### 22. CANCELLATION

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

Sourcwell

Bush Hog Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
8/6/2021 | 7:32 AM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Kerry Meacham*  
By: 47DACC2882AA476...  
Kerry Meacham  
Title: VP Sales &Marketing  
8/5/2021 | 1:30 PM CDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
8/6/2021 | 7:36 AM CDT  
Date: \_\_\_\_\_

# RFP 070821 - Road Right-of-Way Maintenance Equipment

---

## Vendor Details

Company Name: Bush Hog  
2501 Griffin Ave.  
Address: Selma, Alabama 36701  
Contact: Lance Wheeler  
Email: lance.wheeler@bushhog.com  
Phone: 469-745-3402  
Fax: 334-874-2701  
HST#: 27-0888283

## Submission Details

Created On: Wednesday June 02, 2021 10:29:52  
Submitted On: Thursday July 08, 2021 08:39:07  
Submitted By: Lance Wheeler  
Email: lance.wheeler@bushhog.com  
Transaction #: 10f04e07-0d97-405c-9d37-b63872f4031e  
Submitter's IP Address: 107.128.0.129

---

## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Bush Hog, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Proposer Physical Address:	2501 Griffin Avenue, Selma, AL 36703
5	Proposer website address (or addresses):	www.bushhog.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Kerry Meacham, VP Sales & Marketing, 2501 Griffin Avenue, Selma, AL 36703, kerry.meacham@bushhog.com, 334-874-2700.
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lance Wheeler, Business Development Manager, 228 Harvest Ridge, Rockwall, TX 75032, lance.wheeler@bushhog.com, 469-745-3402.
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

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

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>What is in a name? In 1951 an elderly gentleman wearing worn overalls watching a demonstration of a new device designed to clear pasture and crop residue watched the ease at which the tractor-pulled implement devoured heavy brush and commented, "That thing eats bushes like a hog!" That is when the name Bush Hog was born. Our products have earned an enviable reputation for their ruggedness and durability in the most challenging work environments. We are one of the leading North American manufacturers of rotary cutters, finishing mowers, landscape tools, and tractor-mounted implements used in the agricultural and government markets. Bush Hog began in a small, dirt-floor factory in Selma, Alabama. The first paint booth was a concrete pad with a hoist and a hook. We would put the cutter on the hook and paint it by hand. The first loading dock was an angled pit dug out of the earth so trucks could back down it. We made one product, the Model 12, a five-foot wide rotary cutter that became the "bread and butter" of the Bush Hog Company. It was the first such device of its kind, featuring a three-point lift and a stump jumper, with swinging blades that would fold back if they hit rocks or other heavy objects. It was handmade at a rate of one per week out of heavy gauge steel. The cost was \$320, and it revolutionized how farmers managed their fields. Bush Hog products are built-to-last and field-tested—literally! In the early years, Bush Hog's Research and Development department consisted of an employee taking equipment to the family farm and trying his best to tear it up. This process was used to identify weak spots and areas that needed improvement or reinforcement. He would bring the equipment back to the shop, the engineers would fix it, and he would take it back to the farm and try to bust it up some more. If Bush Hog could not bust it, it was ready for production! It is that kind of heritage that has led to Bush Hog's reputation for reliability and performance customers can count on. We believe we exist to equip land stewards, both private and public, with durable equipment they can rely on and use to get their jobs done safely. Bush Hog was purchased by Alamo Group in October 2009. Today our 12 different product categories are assembled using both robotic and well-trained hand welders before being painted in a state-of-the-art powder coat paint system within our modern, 500,000 square foot automated production facility (photo included), with 330 employees in Selma Alabama. Many Bush Hog products in use today are more than 30 years old. Bush Hog products mow more than 30,000,000 acres per year! (Attachment: Table2Ques9FactoryAerialPhoto)</p>
10	What are your company's expectations in the event of an award?	<p>If awarded, we will issue a press release. We will communicate with our factory team and dealers and go over the details and expectations of the contract and their roles to help achieve success with the contract. We will develop and implement goals and objectives for our team as well as our dealers. We will provide marketing materials from Sourcewell and Bush Hog to our dealers and request the dealers send communications to their customer base on an awarded contract. We will continue to train our dealers on the use of the contract and how to gain acceptance. We will work with the Sourcewell team to learn and understand their full role in the success of our contract. We will update our website, social media, literature, and marketing pieces with notations of being awarded a contract. We expect to grow our government customer base with an award by at least 4% a year.</p>

11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Bush Hog is a member of Alamo Group, which is a group of over 30 companies specializing in equipment and services for infrastructure maintenance, agriculture, and other applications. Products include truck and tractor mounted mowers, vegetation maintenance equipment, street sweepers, snow removal equipment, excavators, vacuum trucks, and agricultural implements. The Group is headquartered in Seguin, Texas with the member companies residing throughout Australia, Europe, North America, and South America. We are submitting our Securities and Exchange Commission Form 10K Annual Report Pursuant to Section 13 or 15(d) of the SEC Act of 1934 for the year ending December 31, 2020. We have pulled out page 50, the consolidated income statement for a quick review of the financials. (Attachments:Table2Ques11ConsolidatedIncomeStatements, Table2Ques11SECFform10Kfor12-31-21)
12	What is your US market share for the solutions that you are proposing?	Bush Hog US market share by product family as of March 2021: 1. Flex Rotary Cutters - 21.2% 2. Rigid Rotary Cutters - 18.2% 3. Rotary Tillers - 11.5% 4. Flex Rearmount Mowers - 9.4% 5. Tedders - 8.8% 6. Rigid Rear Mount Mowers - 7.5% 7. Disk Harrows (Tandem) - 7% 8. Finger Wheel Rakes - 5.8% 9. Flail Shredders - 4.6% 10. Tractor Blades - 4.6% 11. Post Hole Diggers - 2.7% 12. Drum and Disc Mowers - 1.8% 13. Box Scraper - 1% 14. Snow Blowers - 1% 15. Tractor Backhoe Attachment - .2% 16. Front End Farm Loaders - .2%
13	What is your Canadian market share for the solutions that you are proposing?	Bush Hog Canadian market share by product family as of March 2021: 1. Rigid Rotary Cutters - 13% 2. Rotary Tillers - 8.20% 3. Disk Harrows (Tandem) - 3.80% 4. Flex Rotary Cutters - 3.5% 5. Rigid Rear Mount Mowers - 2.50% 6. Tractor Blades - .80% At this time the remaining products have 0% market share: 1. Flex Rearmount Mowers 2. Tedders 3. Finger Wheel Rakes 4. Flail Shredders 5. Post Hole Diggers 6. Drum and Disc Mowers 7. Box Scraper 8. Snow Blowers 9. Tractor Backhoe Attachment 10. Front End Farm Loaders
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Bush Hog is a manufacturer and service provider with independent dealers providing full coverage at the local level to our customers. Our Territory Managers are independent representatives as well as employees of Bush Hog and perform sales, customer service and technical support to our dealers and customers along with our internal team of customer service and service technicians. Our dealers are also capable of providing sales, customer service and technical support. Our factory teams are trained to do whatever it takes to service a customer preferably through our dealers, but they can also come direct to us. We request and train our dealers to conduct their Bush Hog business with customers in the same manner. At the end of the day Bush Hog will take ultimate responsibility for our products and services and involve our factory teams as soon as they are required. Our Territory Managers conduct monthly face to face visits with our dealers to make sure they know the latest factory and product information, to perform training, to discuss key sales objectives, to attend visits with customers, and to find out what is on the mind of the customers. We want to know what our customers need, are any trends popping up, do we have a gap anywhere in our product offering or with our services. Our Territory Managers will also make calls on dealers anytime they are needed to assist in between their monthly visits. Our factory and dealers work together daily in selling and distributing our products and OEM parts. We are in constant communications on technical and warranty issues which may arise to fully support the dealer in solving any issues. We monetarily reward our dealers annually on achieving their sales and service goals.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We are always looking for ways to become safer, build safer products, manufacture at a lower cost and in general reduce expenses so that we can remain competitive in the marketplace. We believe in lean manufacturing and annually send employees from every department to the Kent State Lean Six Sigma Training & Certification Program. The number of certified employees grows each year while our attention to cost savings and safer practices goes across all teams within the organization. Many of our employees have also completed the training and annual refresher courses to obtain their OSHA certificates. As a company we require all employees to attend in-factory training on a regular basis on safe practices. We require our equipment operators to attend training regularly to remain efficient and effective when operating their equipment. We require our welders to be in-house certified on a regular basis. We have a PE on staff to support the development of new products and revisions.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

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

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	We are proud to have received the Gold Level Award by the Equipment Dealers Association in 2017, 2019 and 2020. Each year, the Association administers a Dealer-Manufacturer Relations Survey that focuses on 12 operational categories ranging from product quality to customer service. The award recognizes those manufacturers, who received exemplary ratings, that are leading the industry by providing top-quality service, support, products, and parts to dealers in the US and Canada. Bush Hog has been recognized on many occasions for being involved in our communities. We support and encourage our dealers to do the same. We are in our 8th year of our Pink ZT fundraising program for breast cancer charities through our social media platforms. We donate \$10,000 and a ZT each year, throughout the year the funds are being raised and names are going in a hopper, at the end the winner of the pink ZT is drawn and we deliver the prize! Several of our dealers across the US purchase pink ZTs from us and run similar fundraisers in their communities. Bush Hog and our dealers work with the Shriners across the US with multiple fundraisers which gives away a ZT to the winner. In the past 3 years these fundraisers have provided over \$200,000 to the Shriners. Each year we recognize our local first responders with donuts, coffee, and snacks. We have a group of employees who pan out to our local elementary schools and provide tutoring with an emphasis on reading to the kids. On the lighter side we support the non-profit Black Belt Benefit Group at their annual chili cook-off and fundraiser. We won the Team Spirit and People's Choice award in 2018 and the People's Choice Award in 2019 in! (Attachment: Table3Ques18AwardsAndCertificates)
19	What percentage of your sales are to the governmental sector in the past three years	Our percentage of sales to the government sector in 2019 was 5.6%, 2020 was 5.0% and year to date 2021 is 4.3%.
20	What percentage of your sales are to the education sector in the past three years	Our percentage of sales to the education sector has averaged 1% in 2019, 2020 and year to date 2021.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Prior to May 2020 Bush Hog only held one contract while our dealers held a few. Our strategy and direction changed in 2020 as we are placing emphasis on the government market. Only 3 Bush Hog product groups were added to the Alamo Group (TX) Sourcwell contract in 2020 due to complimentary selling of our products. We have had success in training our dealers and speaking with customer to use our Sourcwell contract over all other contracts. Here is the list of contracts Bush Hog has been awarded. 1. Sourcwell (on Alamo Group TX contract) Awarded in Q2 2020 Sales in 2020 = \$76,784, 2021 = \$110, 336 2. BuyBoard - awarded in Q3 2020 Sales in 2020 = \$27,876, 2021 = \$43,510 3. FL Sheriff - awarded in Q4 2020 Sales in 2020 = \$33,900, 2021 = \$84,682 4. GA State - awarded in Q4 2020 Sales in 2020 = \$4,500, 2021 = 0 5. LA State Sales in 2018 = \$868,500 , 2019 = \$371,337, 2020 = \$31,850, 2021 = \$47,969 6. Polk County FSA Piggyback - awarded Q4 2020 Sales in 2021 = \$7,099 Remaining contracts have not registered sales to date: 7) MN State - awarded Q1 2021 8) NCPA - awarded Q4 2021 9) NY OGS Sourcwell Piggyback - awarded Q2 2020 10) OH DOT - awarded Q4 2020 11) OK State - awarded Q2 2021 12) OR State - awarded Q2 2021 13) Palm Beach FSA Piggyback - awarded Q1 2021
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Prior to June 2020 a few of our dealers held a GSA and represented some of the Bush Hog products. As a result of our emphasis on the government market, we signed an agreement with Federal Contracts Corp (FCC) in June 2020 to represent our full price book on their GSA. Contract - GSA held by Federal Contracts Corp Awarded in Q2 2020 2018 = \$0, 2019 = \$0, 2020 = \$49,847, 2021 YTD = \$69,005

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Brazoria Drainage, Pearland, TX	Dan Keller	281-485-1434
German Township, Jewett, OH	Karina Emery	937-964-1661
Madison County Highway Dept, Edwardsville, IL	Mark Gvillo	618-296-4540

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

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Prefer to not disclose	Government	Texas - TX	Mowers	216 transactions in the last 3 years which make up the dollar volume listed	\$2,829,811
Prefer to not disclose	Government	Florida - FL	Mowers	215 transactions in the last 3 years which make up the dollar volume listed	\$2,750,390
Prefer to not disclose	Government	North Carolina - NC	Mowers	217 transactions in the last 3 years which make up the dollar volume listed	\$2,718,528
Prefer to not disclose	Government	Louisiana - LA	Mowers	204 transactions in the last 3 years which make up the dollar volume listed	\$2,173,030
Prefer to not disclose	Government	Georgia - GA	Mowers	208 transactions in the last 3 years which make up the dollar volume listed	\$2,081,766

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
25	Sales force.	<p>Our sales force includes Bush Hog employees, independent territory managers, and our independent dealer sales force. At the factory we employ teams of inside sales, customer service and technical support all of whom assist the various sales forces when called upon to be part of the sales process. It is within our strategic direction to replace our independent sales force with Bush Hog employees as opportunities arise. During our transition we will continue our model of utilizing independent dealers as they provide customers with knowledgeable and local support which gives them a one stop approach to purchasing what they need. Presently we have 19 independent territory sales managers, 2 who reside in Canada and support all provinces, 1 national sales manager, 2 regional sales managers, 1 business development manager, 10 employees in inside sales, customer service and technical support, all making up our sales, customer service and technical support along with over 1400 dealer locations across North America with many having a minimum of one employee committed to selling our products in the government, education, and non-profit sector. We are including a map of our Territory Manager coverage. An important key sales objective (KSO) is our sales force meets with each of their dealers monthly. This allows for training, inventory management, continuous communications on factory and product information, and for the sales team to understand where the dealer service level is in relations to customers. Our factory teams will step in to support the local dealer whenever requested or when we see it would aid in giving the customer a greater base of information and support. At the end of the day Bush Hog takes the approach that we are 100% responsible to making sure every customer is treated fairly with the highest standards and with the best team available, even if it comes from the factory. Our Business Development Manager, Regional and Territory Managers are involved in every government sale with our dealers as some are new to the government market and are learning the sourcing and contract methods, how to get to the decision maker and how decisions on awards are made. Our training supports our sales force and customers with contract utilization and training to put everyone in a better position to purchase our products easily and without going out for a 3-bid process. Our continuous sales force training is providing the education and direction in how to successfully compete and close sales when working with the government. We have developed product sales videos and a "Government Support" section in our dealer portal, specifically a landing page for our current Sourcewell contract to provide all the materials, forms, and information the dealers need to help customers purchase and service their Bush Hog products. We have included attachments of examples of what our dealers have available to support the customers. (Attachment: Table6Ques25BushHogTerritoryManagerMap, Table6Ques25ProductVideos, Table6Ques25GovSupportSourcewellPage)</p>
26	Dealer network or other distribution methods.	<p>Our distribution is simple. The factory builds the product and ships it to our dealers to conduct any set-up and the pre-delivery inspection. Our dealer will make the delivery to the customer and most times our Territory Manager accompanies the dealer. We request and train our dealers to gain solid, long term relationships with their local customer as typically this leads to repeat business. As a result of our Territory Managers conducting monthly inventories at their dealers and with our dealers stocking our products and OEM parts at various locations, they can identify times when we can move equipment between dealers to get product quicker to the customer. Most of our dealers in North America stock our products and have trucks to deliver the equipment to the customer. When requested we can deliver direct from the factory but will always include our dealer in the delivery to provide the local support to the customer. We offer our dealers inventory program pricing to encourage the stocking of our equipment locally. On average 82% of our government orders are fulfilled by the local dealer with their stock units which decreases the leadtime period tremendously for the customer. Our goal is to ship 97% of all OEM part orders within 24 hours of the order placement and to fill 90% of all orders complete without a backorder. Traditionally we have met these goals, however with material shortages we are all experiencing in 2021 our numbers have dropped but our goal will not change. We continue to ask our suppliers to meet our strict delivery requirements in order to achieve the goals. We are including our North American dealer listing and a map of dealer coverage. (Attached:Table6Ques26NorthAmericanDealerList, Table6Ques26NorthAmericanDealerMap)</p>

27	Service force.	Our service support and sales force may overlap at times as both the Bush Hog and dealer sales forces are trained to be the first line of support when service to the equipment is needed. Our dealers can work on our equipment and most have service trucks that can go out into the field to handle service work. There are times our sales force or one of our 4 factory technicians will go out with the dealer to the equipment to determine how to get it back up and running quickly. We will bring it back to the dealer or to the factory when that is what it will take to fix the equipment. Part of our factory support includes our Engineering department. Our 5 engineers will assist in troubleshooting anytime called upon and travel to the customer when that is what it will take to get to a solution. We work with our dealers when the customer needs a loaner unit while theirs is being repaired. Our goal and attention are placed on building the product correctly and with the best materials available to keep service requirements to a minimum. We do this by having the equipment stop 3 times during production for a complete quality inspection prior to it being released for shipment. We have available to our dealers' online resources to help them perform service work. We are including examples of the online resources we provide. Our dealers are trained to contact us if they are not able to reach solutions quickly. Our Territory Managers and factory teams are instrumental in helping our dealers daily get equipment back on the job for the customers. (Attachment:Table6Ques27CylinderRebuild)	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We define customer service as listening to the customer, working with them to make sure they get what they need and providing the training, sales, technical and part selection support to keep their equipment working for many years. We train everyone at Bush Hog and at our dealers who are going to touch the customer at anytime during the lifetime of the equipment to follow the simple process of listening and getting the information to the right person or group that can best assist the customer quickly and effectively. Usually, the first line of customer service is at our local dealer. We have provided them with the manuals, product information, price books and training for them to be successful. However, if they are unable to complete the task, they know to contact their Territory Manager or the factory customer service or technical support teams. Customers are welcome to contact our factory staff directly and bypass their local dealer if they choose, however we will always bring our dealers back into the loop.	*
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	For more than 50 years we have developed our dealers in locations we are confident covers all customers in the US. If by chance, there is a customer without our dealer coverage we will find one and support all the needs of the customer from our factory until the dealer is prepared to offer the support. Being a part of Alamo Group also gives us the benefit of going to a member company and quickly locating a qualified dealer.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our Canadian coverage has grown over the years, and it is our intention to cover Canada in its entirety. Our additional growth focus areas are British Columbia and Manitoba as we know we need to develop additional dealers to provide greater coverage. If a customer wants a Bush Hog product, we will make it happen through supporting them directly from the factory or finding the qualified dealer in their area.	*
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada.	*
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will fully service all participating entity sectors as we do not have any limitations.	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any specific contract requirements or restrictions to participating entities in Hawaii, Alaska, or in US Territories.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
-----------	----------	------------



<p>34</p>	<p>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.</p>	<p>Our roots were established in the Agricultural market. We have been servicing the market since 1951 and have grown to \$134 million in sales. Overtime some of our agricultural customers have become government customers and through word of mouth and the reputation we have built we have supplied the government market for many years without a true focus. In early 2020 we did the research and determined our products are heavily used in the government market and we have the capabilities of growing this market to increase our product offerings, revenue, and footprint in North America. We have been putting together our processes and system foundations to support the growth in the market. We began making changes internally and with our dealers. We started to apply for and have been awarded multiple contracts where we rarely held contracts at the factory level in our history. We developed our focus in the government market while training our staff and dealers and educating our customers on the use of our contracts. Alamo Group (TX), a sister company, saw 3 of our product groups to be complimentary to theirs and they requested they be added to their Sourcewell contract in Q2 2020. Once accepted we began to fully support Alamo Group (TX) and the Sourcewell contract and using it as our lead, go-to contract. We started training our factory team and dealers on using the Sourcewell contract and believe we have been successful in Sourcewell sales of \$326,206 (as of June 2021) in less than a year, with only 3 of our product groups. We determined we needed more focus on this market and we knew we wanted to apply for this RFP for the opportunity to get all Bush Hog products on a Sourcewell contract. In May 2021 we promoted one of our Territory Managers to a Business Development Manager (BDM) for Bush Hog government sales in North America. Our BDM is working with our VP of Sales and Marketing, National Sales Manager, Regional, Territory and Marketing Managers, and dealers to broaden our coverage and exposure in the market. If awarded, our plan includes:</p> <ol style="list-style-type: none"> <li>1) Continuing the focus on our dealer trainings and educating the customers about the Sourcewell contract. We will continue to provide the marketing materials Sourcewell offers to complement our dealer trainings as we teach our dealers how to engage, what to say and not say, and what to leave behind on a customer visit. After trainings we will provide dealers with digital and/or hard copies or links to a) Sourcewell Supplier portal, b) the member list, c) Sourcewell Reference Guide, d) Sourcewell/Bush Hog Customizable Dealer flyer (see attached), e) Sourcewell Awarded Contract logo, f) Sourcewell contract directory, g) Sourcewell desktop flag.</li> <li>2) Being involved (dealers and factory) in attending events with customers to keep and get our name and the contract in front of them, a few we are budgeting – NIGP, AASHTO/EMTSP and their 4 regions, PWX, local APWA and local Judges and Commissioner shows, our plan is to work with Sourcewell and attend shows in which they have a Sourcewell section where awarded suppliers can be together to leverage the contract. We are presently working with the NIGP to be included in their virtual and in-person shows in 2021.</li> <li>3) Connecting through social media and other methods of advertising in which Sourcewell will be noted, (see attached), we provide our dealers with access to canned radio and social media advertising which we will add the Sourcewell Awarded logo if awarded (see attached webpage menu), through our digital marketing with Farm Equipment Farm Equipment (farm-equipment.com) we have sold our products using our Sourcewell contract which really let us see our agricultural customers are also in the government sector and we just need to continue to let them know we can serve them in their government needs as well.</li> <li>4) We will continue to encourage our dealers to host their local government agencies at their dealerships to gain contract exposure, to offer our operator safety trainings and hosting open houses specifically for government agencies.</li> <li>5) We will maintain full dealer coverage across North America and add when a gap shows up.</li> <li>6) Most of our products have been developed due to listening to the customer requirements. We will continue this direction and present new product or product revisions to match their current and future needs.</li> <li>7) We will continue to develop our government support online resource pages for our dealers, which helps them make the purchasing and service processes for the customer easy. (see attached Sourcewell webpage)</li> <li>8) We will continue to expand our YouTube video library which presently contains 60 demonstrations, instructional and informational videos our dealers and customers can access. Virtual Farm Show - Bush Hog, Videos - Bush Hog</li> <li>9) We will continue to have key sales objectives (KSOs) for our sales force including our dealers to promote using the Sourcewell contract as the first one we offer.</li> <li>10) We plan to work with Sourcewell to use all your resources available to help rapidly grow our contract and link our webpages to Sourcewell pages.</li> </ol> <p>(Attachments: Table7Ques34SourcewellBushHogDealerFlyer, Table7Ques34DigitalMarketingExample, Table7Ques34BushHogMarketingWebpage, Table7Ques34BushHogSourcewellWebpage)</p>
<p>35</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Part of our plan to offer more Bush Hog products in the government market has been to increase our brand awareness. In the first quarter of 2020 we completed a search engine optimization (SEO) project which has increased our organic traffic by over 34%, increased users by over 29% and increased new users by over 31%. We have four e-commerce sites</p> <ol style="list-style-type: none"> <li>1) Build My Bush Hog (<a href="https://configurator.alamo-group.com/Default.aspx?AGThemeSource=BushHog">https://configurator.alamo-group.com/Default.aspx?AGThemeSource=BushHog</a>) a configurator used by customers and dealers to build the product, price it, quote it and order it.</li> <li>2) Our Service Center (<a href="https://www.bushhogservicecenter.com">https://www.bushhogservicecenter.com</a>) gives our dealers a one stop to access their orders, invoices, and statements.</li> <li>3) B2C Parts Management for the public and parts and warranty management system for dealers can be located at (<a href="https://parts.bushhog.com">https://parts.bushhog.com</a>).</li> <li>4) Bush Hog E-Store for ordering apparel and merchandise.</li> </ol> <p>Our social media sites include:</p> <ul style="list-style-type: none"> <li>Facebook (<a href="https://www.facebook.com/BushHogInc/">https://www.facebook.com/BushHogInc/</a>)</li> <li>Instagram (<a href="https://www.instagram.com/bushhoginc/">https://www.instagram.com/bushhoginc/</a>)</li> <li>YouTube (<a href="https://www.youtube.com/channel/UC7_z_OBKMgs3MUnrKbn4WYw/featured">https://www.youtube.com/channel/UC7_z_OBKMgs3MUnrKbn4WYw/featured</a>)</li> <li>LinkedIn (<a href="https://www.linkedin.com/company/bush-hog-llc?trk=prof-0-ovw-curr_pos">https://www.linkedin.com/company/bush-hog-llc?trk=prof-0-ovw-curr_pos</a>)</li> <li>Twitter (<a href="https://twitter.com/bushhoginc/">https://twitter.com/bushhoginc/</a>)</li> </ul> <p>If awarded, we plan to use our established avenues to publish our brand being represented on a Sourcewell contract as well as share content between our two companies for further customer engagement.</p>
<p>36</p>	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>As members contact Sourcewell and inquire on our product types we believe Sourcewell is in a great position to promote us to the member. We would like to know when our products are promoted so that we can follow up with the member to see if we have a solution for their need. As Sourcewell participates in events or shows we think you should promote our contract and provide our contact and even go so far as showing them our landing page if applicable, at that point we would like the opportunity turned over to us. We would like to see Sourcewell promote our contract through social media by putting information out but also sharing contact we put out. It would be helpful to promote contract information at all Get to Know You sessions. In support of the contract, we would like to see Sourcewell reach out to members in any media capacity on a semi or annual basis to let them know/refresh them of the contracts available and the suppliers on the contract. Sourcewell can also help promote our contract on their website by providing an easy to locate supplier/product search and landing page as you have now. As we described in our marketing plan in #34, we will use Sourcewell as our first-choice contract offered to customers. We will add Sourcewell to all our marketing pieces and show we are an awarded supplier on our website as well as our product configurator. We will add a piece to new videos we produce to include discussing the contract. Our direction will be to eventually get to the position when someone wants Bush Hog, they want to buy it off our Sourcewell award.</p>

37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our government customers and dealers currently use our Build My Bush Hog ( <a href="https://configurator.alamo-group.com/Default.aspx?AGThemeSource=BushHog">https://configurator.alamo-group.com/Default.aspx?AGThemeSource=BushHog</a> ) configurator as an e-procurement tool as they can go directly online and configure the exact product they need, have access to immediate pricing which can then be sent to their dealer of choice to complete the order process. Our dealers can feed what the customer has completed into their system and then link the customers purchase order and create their invoice which can go directly back into the customers system. Our dealers push the orders from their system into ours to close the tracking requirement, place orders to the factory, and perform inquires after the sale. Our customers can find the parts they need, order them, and get pricing directly online at ( <a href="https://parts.bushhog.com">https://parts.bushhog.com</a> ) or online through their local dealer. In both cases, they have an option for the delivery and invoice data to be sent back to their customer system. Through our factory and most of our dealers' customers can pay their invoice all through electronic applications.
----	---	---

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our customer training often begins during a demonstration we jointly conduct with our local dealer. As the decision maker, operator and/or maintenance technicians are normally in attendance we provide them with extensive training, at no charge, on product selection, and how to safely operate and maintain the equipment. Once a purchase has been made, at the time of delivery with our local dealer we will provide this no charge required training again to everyone who will be operating and working on or near the equipment. It is at this time we conduct a thorough review of the Operators manual, see attached. We will continue to provide this no charge training during the life of the equipment when the customer requests. Some customers are staffed to conduct their own work on the equipment especially once the warranty period has expired. We offer no charge service training to these customers as well as full factory support on troubleshooting and reaching solutions. Our YouTube channel <a href="https://www.youtube.com/channel/UC7_z_OBKMgs3MUUnrKbn4WYw/featured">https://www.youtube.com/channel/UC7_z_OBKMgs3MUUnrKbn4WYw/featured</a> offers our customers and dealers over 60 free videos to help choose the right product, watch the product in action and instructions on repairing the equipment. We are always ready to add another video at the request of our dealers or customers. Through our parent company, Alamo Group, we offer our optional Tractor Mower Operator Safety (T.M.O.S.T.) training (see attached) which encompasses how to operate heavy equipment safely and the general maintenance work required to keep equipment working properly. We have trained over 25,000 students, many repeating each year as it is normally a requirement for continuing education with operators. These trainings are held at the local dealership or at the agency sites. Recently we moved portions of the training online due to social distancing requirements. There are various factors involved in pricing the training. We take into consideration the location, if it will involve online modules, how many students and the level of training requested as we have several to choose from, therefore we are not able to provide pricing until we have specified what is being requested. An example of an in-person 6-hour class could range from \$75 to \$250 per student but again there are so many factors involved in getting to the actual price we cannot provide an exact price until we completely define the where, how many and type of training. (Attachment: Table8Ques38OperatorsManual, Table8Ques38BushHogTMOSTTrainingFlyer)
39	Describe any technological advances that your proposed products or services offer.	We have advanced our zero turn mower technology (see attached), to include: 1) electronic control panels with keyless start, security code, engine diagnostic codes, and starting interlock identification - These allow the customer to quickly identify and fix issues which may arise while operating the equipment. 2) Our new patent pending front suspension allows for a much smoother ride with very few wearable parts. We are constantly in pursuit of comfort, affordability, and most important dependability. 3) We offer CARB compliant products which produce less harmful emissions, toxins, and particulates and results in a cleaner and safer air quality – the equipment meets the current emissions standards set by CARB (California Air Resources Board). 4) We offer US Forestry Service approved spark arrestors. (Attachment: Table8Ques39HDZ4-ProfessionalSeriesZTMowerWebpage)
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	List of our "green" initiatives. 1) We are collaborating with a company to for the automation and electrification of a zero turn mower. 2) Convert all lighting in the plant to LED to reduce overall electricity consumption and reduce the pollution that is emitted from non-renewable sources of energy. 3) Migrating to battery operated forklifts and developing battery charge stations powered by solar power, goal is a 20% reduction of KwHs by 2025. 4) Shredding cardboard versus sending to the landfill, goal is to recycle 85% of the cardboard by 2025. 5) Send paper throughout the entire company to be recycled versus to the landfill, goal is to recycle 85% of our paper by 2025.
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We have attached our CARB certification. (Attachment: Table8Ques41CARBComplianceCertificate)
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Presently we do not require our dealers, suppliers, or partners to furnish this data. However, we know several of them hold one or more of the certifications due to the longevity of our relationship together.
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Our most renowned attribute is we have the longest gearbox warranty in the rotary cutter industry. All our gearboxes have a 10-year limited warranty, six years on parts and labor, and four additional years on parts. We have customers who have literally run a million hours without gearbox failures. A most unique attribute is we are certified by ASABE and ISO to conduct all required testing for rotary cutters which is required prior to offering products to the public. We have a test facility, which is audited periodically, and we attend ASABE, and ISO required meetings to keep our certification current. Examples of the testing we perform are bump testing, of which we have included a video, thrown object testing, blade impact and blade balance testing, lighting and marking testing, and many others. We have attached a complete listing of all the required tests we can perform for manufacturers looking to market rotary cutters. Another unique attribute is we have two patents, 8601868 and 9903463, covering the oil site gauge on the side of our gearboxes. This site gauge improves maintenance by ensuring the proper oil level. We found if your only option is to use a dipstick, the oil level is not often checked daily, and this can cause problems. The side oil site gauge eliminates these issues and helps extend the life of the unit.

**Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
44	Do your warranties cover all products, parts, and labor?	We have attached our Limited Warranty which is also located in each of our operator manuals and our Product Warranty Guide, both spelling out our full warranty coverage which includes covering all our products, parts, and labor. Both attachments detail out coverage by product when applicable. Our government customer warranty period on our products is 1 year and 90 days on our OEM parts, with the exception of our gearboxes. We are the only manufacturer in our industry providing a 10-year warranty on our gearboxes. (Attachments: Table9Ques44LimitedWarranty, Table9Ques44ProductWarrantyGuide)
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our Limited Warranty also details out when warranty coverage shall not apply: 1) Vendor items which carry their own warranties. 2) If the unit has been subjected to misapplication, abuse, misuse, negligence, fire, or other accident. 3) If parts not made or supplied by Bush Hog have been used in connection with the unit, if, in the sole judgment of Bush Hog such use affects its performance, stability or reliability. 4) If the unit has been altered or repaired outside of an authorized Bush Hog dealership in a manner which, in the sole judgment of Bush Hog, affects its performance, stability or reliability. 5) To normal maintenance service and normal replacement items such as gearbox lubricant, hydraulic fluid, worn blades, or to normal deterioration of such things as belts and exterior finish due to use or exposure. 6) To expendable or wear items such as teeth, chains, sprockets, belts, springs and any other items that in the company's sole judgment is a wear item.
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We do not cover the expense of technicians' travel time and mileage to perform warranty repairs. However, our dealers have been known to work with the customers on a case-by-case basis to keep these charges to a minimum or to waive these charges.
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We will provide full warranty service in North America where are products are being sold.
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	A few of the components we use in our products are covered by the suppliers own warranties and therefore the customer and dealer would work directly with the supplier for coverage. Our engines are an example of when a supplier's warranty coverage would take place versus Bush Hog covering the component.
49	What are your proposed exchange and return programs and policies?	We do not have exchange or return programs for our equipment at Bush Hog. However, if the customer is requesting an exchange or return, we will provide all support and repairs to make the equipment acceptable to the customer. If we cannot satisfy the customer, we will work with the dealer and the customer to come up with an acceptable solution for all. Many of our dealers have exchange and return programs which would be negotiated directly between the customer and the dealer under normal conditions.
50	Describe any service contract options for the items included in your proposal.	Bush Hog does not offer service contracts. Many of our dealers' design service contracts that meet the needs of the customer, and they work directly with the customer on pricing and terms of the agreement.

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

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods?	Currently, the vast majority of our government, non-profit and education customers go through our local dealers to make their purchases. The terms and conditions (Ts and Cs), which include payment terms and accepted payment methods are agreed upon between the customer and the dealer. Some of our dealers accept Pcards as well as checks, ACH and wires for payment and provide extended terms beyond our standard Ts and Cs. However, when the purchase is made through one of our contracts it is the contract Ts and Cs or better which apply. Our proposed payment term is Net 30 and our accepted payment methods are check, ACH and wires. If a customer buys directly from Bush Hog our proposed payment term and accepted payment methods would apply. If a customer buys from their local dealer we will train our dealers on the contract Ts and Cs but also let them know they can choose to provide an extended payment term period beyond Net 30 and they can accept additional payment methods beyond what we propose.
52	Describe any leasing or financing options available for use by educational or governmental entities.	Bush Hog does not offer leasing or financing options but will negotiate an extended term beyond Net 30 on a case-by-case basis. We have recently announced a strategic partnership with New Holland which gives customers the opportunity to finance their New Holland tractor in the same transaction as their Bush Hog with one low rate (see attached). Many of our dealers have leasing and financing options covering our products that are available to the customer. The customer would work directly with their local dealer on the right package that fits their leasing or financing parameters. (Attachment:Table10Ques52BushHogNewHollandPressRelease)
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell 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 Sourcwell participating entities' purchase orders.	Our proposed order process is the customer can purchase direct from our local dealers or direct from Bush Hog, we will highly recommend they purchase through our local dealer and make the purchase order out to our dealer. Our factory sales team will be involved in every government sale which uses our Sourcwell contract just as we are doing today. We will work with the dealer to ensure the right product and the correct price is being offered. The dealer will be trained that they may offer a better price but cannot offer a higher price as this is a ceiling-based contract. Our dealers purchase equipment from us and have a standard discount off list which applies to all their purchases. If our dealer sells equipment to entities in the government, education, and non-profit sector they receive an additional discount which they apply for by sending in 1) the quote provided to the customer (see attached), 2) the customer purchase order made out to the dealer and 3) the bid discount form (see attached). This information feeds into our contract usage tracking report which we use to calculate the fee amount due and to report on our contract utilization. We have a check and balance with the reporting from our operating system as we have conducted internal audits taking dealer order discount data from our operating system and matching it to what our dealers submit and so far we have 100% compliance in our reporting. (Attachments:Table10Ques53SourcwellDealerQuoteFillableForm, Table10Ques53SourcwellBidDiscountFillableForm)
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We will continue to use the following documents in support of an award: 1) Dealer quote form (see attached) 2) Dealer bid discount request form (see attached) 3) Sourcwell fee and utilization report (see attached) We will use the Sourcwell terms and conditions if awarded with the understanding the customer may request a change which we will work through on a case-by-case basis. Bush Hog does not offer service agreements however, our dealers may and it will be up to the customer and dealer to establish an agreement. (Attachments:Table10Ques53SourcwellDealerQuoteFillableForm, Table10Ques53SourcwellBidDiscountFillableForm, Table10Ques54BushHogSourcwellFeeAndUtilizationReport)
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Bush Hog does not accept P-cards for factory direct purchases. Many of our dealers accept P-cards. It will be between the customer and dealer on any extra charges which may apply.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our product pricing for the contract will be based on our list price less a discount percentage for each of our product groups. A surcharge of 12% of the configured list price will be added to all product groups at this time. We have chosen to offer the tremendous cost fluctuations of steel as a surcharge versus building it into our list price as we believe the market will eventually return to lower costs and we want to easily make the adjustment for our customers when it occurs. We reviewed what we think the market can absorb, which is never the full amount of the increases we are seeing. We are including our justification for the surcharge in an attachment. We are unable to provide pricing for our Tractor Mower Operator Safety Training (T.M.O.S.T.) until we have defined the customers training requirements and developed the exact training program. The type of training, number of students, location, and online versus in-person programs make up the pricing calculation. There are too many variables to publish pricing prior to understanding the requirement. (Attachments:Table11Ques56BushHogListPriceBook, Table11Ques56SurchargeJustification)
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We propose a 30% discount off our list price for all products and accessories included in our price book except on zero turn mowers. We propose a 27% discount off our list price for all zero turn mowers and accessories. We propose 2% off the current list price for all our OEM parts. We are including our discount schedule as an attachment. We propose a 12% steel surcharge on all products. The surcharge will not apply to OEM parts. (Attachment:Table 11Ques56DiscountSchedule)
58	Describe any quantity or volume discounts or rebate programs that you offer.	We do not offer a formula for volume discounts or rebate programs. Bush Hog and our local dealer will identify any special pricing to be considered at the time of offering our solution and providing a quote.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We will provide the customer the method and documentation we use to calculate sourced, open market, or nonstandard options for products or related services. This will include but is not limited to calculating these items at cost, cost plus, or a negotiated price.
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our dealers will typically include line items for set-up and pre-delivery inspections on their quote to the customer. These costs are usually a published price adder which documentation can be provided to the customer at the time of a quote. We assist dealers in providing them with the expected time it will take to perform these services for our products and have included our recommendation documentation with this submission. (Attachment:Table11Ques60SetupPreeliveryRecommendation)
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Our freight, delivery and shipping are separate line items outside the cost of our products. We apply factory freight to all deliveries whether to our dealer or the customer and it is based on current freight published rates at the time of pickup at the factory. Our dealers will pass along to the customer the exact factory freight they were charged. They may also add a local freight delivery charge if applicable. The exception is when we run special dealer incentive programs for stocking products. These programs may include free freight to the dealer and our expectation is our dealer would pass this savings on to the customer by not including a factory freight charge.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We offer the same process as described in number 61 to our dealers and customers in Alaska, Hawaii, Canada, or offshore. In Canada we work to keep freight costs down by using one of our large dealers as a distributor throughout the eastern provinces. They warehouse a considerable amount of inventory for quicker deliveries in the provinces. All of our local dealers and our factory supports the western provinces with deliveries.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not have any unique distribution or delivery methods. Our goal is to always get the product to the customer as quickly as possible and at a fair delivery rate.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	d. other than what the Proposer typically offers (please describe).	D. Our pricing is the same as we offer on other awarded contracts managed by government agencies and cooperative procurement organizations. Our pricing for a 3-bid process is typically higher to encourage the use of contracts which saves us and the customer time and transactional costs since it does not need to be duplicated for each request.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We have recently developed our processes to track our government sales to include those going through a contract and those going through a 3-bid process. Our dealers cannot receive their full government discount without providing quotes, purchase orders and invoices which reflect the Sourcewell member number and contract number. Our Territory Managers are also involved in every government sale, and they have been trained on what is required to comply with our tracking and fee payment and in making sure the Sourcewell price book is being used. We are unable to place an order or provide the extra discount in our factory system without the required documents. We conduct internal audits periodically and remain at 100% accuracy in the reporting of our sales on our current Sourcewell award.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Our goal is to have customers use our contracts versus the 3-bid process. We will be tracking the use of all our contracts versus the 3-bid sales and questioning the sales not going through Sourcewell as our dealers and factory all know we want to use Sourcewell as our lead contract if awarded. This tracking will allow us to know where we need to perform additional training and education at the dealer and customer levels. We know what our government sales have been, and we know the amount of sales we have put through our existing Sourcewell award which only covers 3 of our product groups. We will be tracking these numbers and expect growth not only with existing customers but adding new customers. We will use this reporting to feed into our training and development of our dealers and customers.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 1% administration fee to be applied to any equipment or parts sold through a Sourcewell contract we would be awarded. The fee would not be applied to any line item not listed in our price book.

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our proposal for this award will include our complete range of equipment to include 1) finishing mowers, 2) zero turn mowers, 3) single-spindle rotary cutters, 4) multi-spindle rigid deck rotary cutters, 5) flex-wing rotary cutters, 6) flail shredders, 7) boom mowers, and 8) tillage equipment. Our proposal also includes all OEM parts and our T.M.O.S.T. training courses. We have chosen to no longer publish a full line catalog, instead we have created detailed online, easy to print product guides which provides customers with complete details on the product to include features and benefits and specifications. We are attaching our boom mower online guide. All guides can be viewed by going to <a href="http://www.bushhog.com">www.bushhog.com</a> and selecting the product they wish to review. Here is the link as well to our boom mowers <a href="https://bushhog.com/boom_mowers/forward-reach-rmb-mowers/">https://bushhog.com/boom_mowers/forward-reach-rmb-mowers/</a> .
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We interpret this question to provide other equipment we are offering in this proposal which does not fall into the 7 categories defined in questions 70 – 76 of the RFP but are complimentary to them and are included in our complete price book. The subcategories we are offering in our proposal are 1) pull dirt scrapers, 2) backhoes, 3) skid steer buckets, 4) grapples, 5) pallet forks, 6) compact rear blades, 7) compact box blades, 8) compact landscape rakes, 9) compact road grader and accessories, 10) manure spreaders, 11) skid steer cutters, 12) hay tools, 13) loaders, and 14) compact snow blowers.

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

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

Line Item	Category or Type	Offered *	Comments
70	Flail, boom, rotary, wing, sickle, and slope mowers	<input checked="" type="radio"/> Yes <input type="radio"/> No	no comment
71	Seeders, tillers, mulchers, and sprayers	<input checked="" type="radio"/> Yes <input type="radio"/> No	no comment
72	Erosion control equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	no comment
73	Ditch maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	no comment
74	Signage, signals, and message boards	<input type="radio"/> Yes <input checked="" type="radio"/> No	no comment
75	Radar equipment, traffic cameras or traffic sensors	<input type="radio"/> Yes <input checked="" type="radio"/> No	no comment
76	Other road right-of-way maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are including our zero turn mowers in this category as many of our flail, boom, rotary, wing, sickle and slope mower sales also include a zero turn to get into the spaces the larger equipment cannot get into alongside the roadways and bridges.

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

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

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		We have no exceptions to Terms, Conditions, or Specification forms.

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Pricing.zip - Wednesday July 07, 2021 13:30:12
  - [Financial Strength and Stability](#) - FinancialStrength.zip - Friday July 02, 2021 11:06:37
  - [Marketing Plan/Samples](#) - MarketingPlans.zip - Wednesday July 07, 2021 16:57:59
  - [WMBE/MBE/SBE or Related Certificates](#) (optional)
  - [Warranty Information](#) - Warranty.zip - Friday July 02, 2021 10:59:25
  - [Standard Transaction Document Samples](#) - StandardTransactions.zip - Friday July 02, 2021 11:03:34
  - [Upload Additional Document](#) - AdditionalDocuments.zip - Wednesday July 07, 2021 13:31:11

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kerry Meacham, Vice President Sales & Marketing, Bush Hog, 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_4_Road_ROW_Maintenance_Eqpt_RFP_070821</b> Fri June 18 2021 05:04 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Road_ROW_Maintenance_Eqpt_RFP_070821</b> Thu June 17 2021 06:20 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Road_ROW_Maintenance_Eqpt_RFP_070821</b> Wed June 16 2021 05:21 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Road_ROW_Maintenance_Eqpt_RFP_070821</b> Wed May 26 2021 04:28 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1  
TO  
CONTRACT # 070821-BHG**

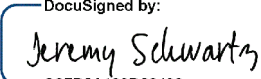
THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Bush Hog, Inc.** (Supplier).

Sourcewell awarded a contract (070821-BHG) to Supplier to provide road right-of-way maintenance equipment to Sourcewell and its Participating Entities, effective August 6, 2021, through August 9, 2025 (Contract).

Bush Hog, Inc., has changed its name to "Bush Hog, LLC." As of the effective date of this Amendment, all references to "Bush Hog, Inc." in the Contract will be replaced with "Bush Hog, LLC."

Except as amended, the Contract remains in full force and effect.

**Sourcewell**

By:   
C0FD2A139D06489...  
Jeremy Schwartz, Chief Procurement Officer

Date: 10/6/2023 | 10:06 AM CDT

Approved:

By:   
48BAF71B0894454...  
Chad Coquette, Executive Director/CEO

Date: 10/6/2023 | 1:50 PM CDT

**Bush Hog, LLC**

By:   
53DFFF9CD3BE4F2...  
Jimmy Anderson

Title: National Sales Manager

Date: 10/5/2023 | 4:36 PM PDT