

**MASTER AGREEMENT #032525****CATEGORY: Road Right-of-Way Maintenance Equipment****SUPPLIER: Alamo Group Ag Americas LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Alamo Group Ag Americas LLC, 2501 Griffin Ave., Selma, AL 36703 (Supplier).

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

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

**Article 1:  
General Terms**

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 15, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
1. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #032525 to Participating Entities. In Scope solutions include: manned, robotic, or remote Road Right-of-Way Maintenance Equipment, including equipment, attachments, and accessories designed or primarily intended for use in the maintenance of road and highway rights-of-way, including but not limited to:
- a. Flail, boom, rotary, wing, sickle, and slope mowers;
  - b. Brush cutters;
  - c. Seeders, tillers, mulchers, and sprayers;
  - d. Erosion stabilization and prevention products;
  - e. Ditch maintenance equipment; and
  - f. Dust abatement water trucks.
- 7) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 8) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 9) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 10) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 11) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**12) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
  - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
  - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 13) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 14) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 15) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or



remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

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

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

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

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

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

c) **Use; Quality Control.**

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

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

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

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

Participating Entity to negotiate this term to within any transaction documents.

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

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

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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

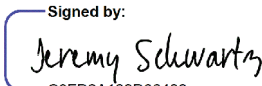
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

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

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

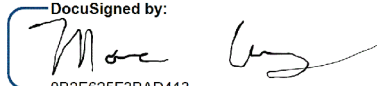
Sourcewell

Alamo Group Ag Americas LLC

Signed by:  
  
C0FD2A139D06489...

By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer

Date: 5/13/2025 | 3:50 PM CDT

DocuSigned by:  
  
0B2E625F3BAD413...

By: \_\_\_\_\_  
Marc Ivey  
Title: District Manager

Date: 5/13/2025 | 3:46 PM CDT

# RFP 032525 - Road Right-of-Way Maintenance Equipment

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## Vendor Details

Company Name: Alamo Group Ag Americas LLC

Does your company conduct business under any other name? If yes, please state: Bush Hog, RhinoAg, Dixie Chopper

Address: 2501 Griffin Avenue  
Selma, Alabama 36703

Contact: Marc Ivey

Email: marc.ivey@alamo-group.com

Phone: 334-419-3801

HST#: 27-0888283

## Submission Details

Created On: Tuesday February 04, 2025 14:37:53

Submitted On: Friday March 21, 2025 14:36:06

Submitted By: Marc Ivey

Email: marc.ivey@alamo-group.com

Transaction #: 93bce1bd-4d15-409a-9770-59157f2535bc

Submitter's IP Address: 147.243.190.52

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Alamo Group Ag Americas LLC EIN 27-0888283	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	dba Bush Hog, RhinoAg, Dixie Chopper	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Alamo Group Ag Americas does not have a CAGE code at this time.	*
5	Provide your NAICS code applicable to Solutions proposed.	333111	
6	Proposer Physical Address:	2501 Griffin Ave, Selma, AL 36703	*
7	Proposer website address (or addresses):	www.bushhog.com www.rhinoag.com www.dixiechopper.com	*
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Marc Ivey, District Manager 2501 Griffin Ave, Selma, AL 36703 marc.ivey@alamo-group.com 334-419-3801	*
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Marc Ivey, District Manager 2501 Griffin Ave, Selma, AL 36703 marc.ivey@alamo-group.com 334-419-3801	*
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Mary Andrews, Contract Manager & Administrator 2501 Griffin Ave, Selma, AL 36703 mary@manufacturerssolutionsteam.com 830-481-4818	*

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

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested Solutions.	In December 2024 our parent company, Alamo Group Inc, set up Alamo Group Ag Americas LLC with the purpose of merging the brands Bush Hog, RhinoAg, and Dixie Chopper under one company. This merger became effective on January 1, 2025, as Alamo Group Ag Americas LLC dba Bush Hog, RhinoAg, Dixie Chopper. The change ensured better alignment of our operations while maintaining the distinct identities of our three trusted brands. With the change we consolidated into two manufacturing facilities, 1)2501 Griffin Ave, Selma, AL and 2)6302 E County Road 100 N, Coatesville, IN. We established one sales and support team that handles all three brands with the respected brand dealers. We invoice under one EIN and have	

one Accounts Payable. We know this change brings added value to Sourcewell members as our overall support will be streamlined and our combined product knowledge and expertise is in one location which gives members access to information quicker and by a single contact for all three brands.

Bush Hog was established in Selma Alabama in 1951 with a tractor-pulled implement designed to clear pasture and crop residue. Our first product was 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 revolutionized how farmers managed their fields. Today 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. Our products have earned an enviable reputation for their ruggedness and durability in the most challenging work environments. Bush Hog was purchased by Alamo Group Inc in October 2009. Today our products 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, 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!

RhinoAg's history started as Servis Equipment Company, a wholly owned subsidiary of Austin Bridge Company in 1930 focused on maintaining equipment for the Austin Bridge construction companies by designing and manufacturing equipment such as rollers, packers, and road graders. Production of farm equipment began in late 1945. In 1947 Servis produced the first tractor-mounted rotary stalk shredder which was mounted on the front of the tractor and allowed the farmer to shred and plow in one pass. The first pull-type mower/shredder was produced in 1948. New products in the 1950's included the Whirlwind Terracer plow, Gyro 84 rotary mower, Lone Star blade, and box scrapers. The Lone Star was the first tractor rear mounted blade having mainframe swing, moldboard pivot, and moldboard tilt adjustment capabilities built in. In 1969 Servis patented the first four-gearbox flex-wing rotary cutter. Until then, all flex-wing cutters featured only three gearboxes. The four-gearbox design enabled the wings to be raised without damaging the wing drivelines. Today, the four-gearbox design is used by the majority of competitors. In the 1970's Austin Products, Inc. was chartered as the manufacturing arm of Austin Industries consisting of Servis as the Dallas Division. July 1, 1981 Austin Products, Inc. became Rhino Products, Inc. Alamo Group Inc purchased the assets of Rhino Products, Inc. in 1986. The Group purchased BMB, Inc in Kansas to obtain much needed manufacturing capacity for the Rhino product line and Temple Manufacturing Company to provide a line of posthole diggers. Today Rhino products are sold throughout the world and are well respected for their dependability and performance. The product line includes rotary and flail mowers and cutters, rear blades, posthole diggers, pasture renovators, tillers, disc mowers, and box blades.

In the fall of 2019 Dixie Chopper was acquired and incorporated into the manufacturing and multiple business functions of RhinoAg LLC. Founded in 1980, Dixie Chopper revolutionized the entire lawn and garden industry by providing the first zero-turn lawn mowers built specifically for commercial mowing contractors. Known as "The World's Fastest Lawn Mower," Dixie Chopper continues to lead the industry in innovation and quality with ten product families providing solutions for residential, commercial, and industrial mowing, remote controlled applications, and mini skid steer requirements. Dixie Chopper is an iconic brand and provides both a range of products and channel coverage that will complement and enhance our Bush Hog and RhinoAg platforms for growth. The 130,000 square foot manufacturing facility is located at 6302 E County Road 100 N, Coatesville Indiana, with our products being supported by over 25 local employees along with the full support of everyone in Selma Alabama.

At Alamo Group Ag Americas we recognize, value, and respect the individual differences of our employees, customers, suppliers, and other stakeholders. We believe that a diverse set of backgrounds, experiences, and perspectives is crucial to our ability to continue to innovate, collaborate, and meet the needs of our global workforce and customers. The company is committed to encouraging and fostering an inclusive culture where diversity and individual differences are accepted, respected, and valued, and that everyone feels empowered to contribute fully to the Company's and Customer's success.

12	What are your company's expectations in the event of an award?	If awarded, we will issue a press release. We will train and communicate with our factory teams 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 teams as well as our dealers. We will provide marketing materials from Sourcewell and our brands to our dealers and request the dealers send communications to their customer base on an awarded contract. We will continue to train our teams and dealers on the use of the contract and how to gain acceptance and request they attend the trainings Sourcewell offers. We will work with the Sourcewell team to learn and understand their full role in the success of our contract. We will update our websites, social medias, literature, and marketing pieces with notations of being awarded a contract. When opportunities arise, we will discuss our contract as a part of a Participating Addendum versus an agency direct contract.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Alamo Group Ag Americas is a member of Alamo Group Inc, 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. Alamo Group Inc is publicly traded on the NYSE as ALG. We are submitting our Securities and Exchange Commission Form 10K Quarterly Report Pursuant to Section 13 or 15(d) of the SEC Act of 1934 for the quarterly period ending December 31, 2024. (Attachments: Line 13, Alamo Group Inc 10K Q4 2024)	*
14	What is your US market share for the Solutions that you are proposing?	Alamo Group Ag Americas US market share is 21%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Alamo Group Ag Americas Canadian market share is 12%	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Alamo Group Ag Americas is (b) a manufacturer and service provider. Our District and Territory Managers along with our factory teams are employees of Alamo Group Ag Americas. Our teams perform sales, marketing, customer service, technical support, accounting and human resources. Our dealer network consists of the best-in-class independent dealers who represent our brands by stocking our equipment and OEM parts locally and offering complete sales and technical support to our members. We combine the extensive knowledge of our factory teams and provide all the training and support our dealers need to create a great cradle-to-grave experience for the member on the equipment they need. Our members may work directly with us if they prefer but we will always include the local dealer in the process as we know the value they provide at being geographically closer to the customer. Our Territory Managers conduct monthly face-to-face visits with our dealers to ensure they know the latest factory and product information, to perform training, to discuss key sales objectives, to attend visits with members, and to find out what is on the mind of our members to glean any trends popping up, if we have a gap anywhere in our product offering or with our services. Our District and Sales Managers will travel to our dealers anytime they are needed to assist in between the monthly visits. Our entire team of employees and dealers communicate daily in selling and distributing our products and 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.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	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 professional engineer (PE) on staff to support the development of new products and revisions. We are a member of the Association of Equipment Manufacturers (AEM) which affords us the opportunities to work with a wide range of businesses in the betterment of the industry and public needs at the state, national, provincial, and international levels.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Bush Hog is proud to have received the Gold Level Award by the Equipment Dealers Association in 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.</p> <p>We are in our 12th year of promoting breast cancer awareness by donating a product to be given away each year with proceeds going to breast cancer charities. Pink Bush Hog products were displayed at shows throughout North America each year. We accepted donations, with all donors receiving the opportunity to win the pink product. We have donated \$10,000 each year to a breast cancer charity. Several of our dealers across the US have purchased the featured pink products from us and run similar fundraisers in their communities.</p> <p>In 2022, Bush Hog began its partnership with FFA by sponsoring grants to FFA students. In 2024, Bush Hog sold 97 limited edition FFA blue rotary cutters to our dealer network. Dealers partnered with their local FFA chapters to increase fundraising efforts. In addition, Bush Hog featured 3 of these limited-edition models at multiple farm shows as well as the FFA national convention, providing individuals the opportunity to donate to FFA and win one of these special rotary cutters. Funds raised by Bush Hog will go toward sponsoring career path grants for several FFA students.</p> <p>Each year we recognize our local first responders with donuts, coffee, and snacks. We have had groups of employees who pan out to our local elementary schools and provide tutoring with an emphasis on reading to the kids.</p> <p>We supports the Boy Scouts of America by assisting with their annual shrimp boil and popcorn fundraiser, and sponsorship for the annual golf tournament. Products and parts have also been donated to BSA Camp Tukabatchee for mowing and maintenance on the camp property.</p> <p>Dixie Chopper received the "Twenty for 2024" New Product Award from the Outdoor Power Equipment Magazine (OPE) which recognizes products for the professional landscape and irrigation markets based on innovation, marketability and application within the market. (Attachment: Line20, OPE 20 for 24 Award Press Release)</p> <p>On the lighter side we support the non-profit Black Belt Benefit Group at their annual chili cook-off and fundraiser. Bush Hog won the People's Choice Award in 2019, and second place overall in 2023.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Alamo Group Ag Americas averages 6% of our overall sales coming from the governmental sector in the past three years.	*
22	What percentage of your sales are to the education sector in the past three years?	Presently we do not breakout sales to the education sector, their sales are included in the 6% above.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Due to our recent merger and not all brands tracking government sales the following represents our Bush Hog Brand. We expect to have full tracking of all Alamo Group Ag Americas brands by the end of April 2025.  1) Sourcewell - 2022-\$705,659, 2023-\$849,238, 2024-\$1,454,441 2) Canoe - 2022 - \$31,314, 2023-\$16,600 3) Sourcewell IA PA - 2023-\$5,363 4) Sourcewell MO PA - 2022-\$24,914, 2023-\$37,461, 2024-\$55,612.80 5) AL State - 2022-\$20,513, 2023-\$239,866, 2024-\$89,787 6) BuyBoard - 2022-\$71,823, 2023-\$287,146, 2024-\$306,921 7) GA State - 2022-\$43,719, 2023-\$47,156, 2024-\$43,698 8) FL Sheriff - 2022-\$270,110, 2023-\$769,662, 2024-\$884,091 9) KY State - 2022-\$27,620, 2023-\$27,444, 2024-25,540 10) LA State - 2022-\$251,220, 2023-\$758,342, 2024-\$647,313 11) MN State - 2023-\$80,778, 2024-\$68,852 12) MO State - 2024-\$25,570 13) MS State - 2022-\$125,733, 2023-\$593,025, 2024-\$129,358 14) NC State - 2023-\$70,062, 2024-\$120,264 15) OH State - 2022-\$195,472, 2023-\$147,596, 2024-\$242,522 16) OK State - 2023-\$46,509, 2024-\$54,889 17) PA State - 2024-\$24,446 18) VA Sheriff - 2024-\$319867
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Alamo Group Ag Americas does not hold a GSA or SOSA. We work with a third-party, Federal Contracts Corp. 2022 = \$216,950, 2023 = \$819,483, 2024 = \$380,837.

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Hartsfield-Jackson Atlanta International Airport	Elias A. Evans	404-382-2657
Bossier Parish, Louisiana	Heath Lyles	318-965-3340
Hillsborough County, Florida	Zachary Gilbert	813-272-6066
Camp Blandings Joint Training Center	Rodney Alldredge	904-682-3555

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

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

Line Item	Question	Response *
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26	Sales force.	<p>Alamo Group Ag Americas has a sales team managing their respected territories in North America, of which all are employees of the company. This management team, each selling all our brands, consists of our VP of Sales and Marketing, 5 District Managers, and 32 US Territory Managers and 4 Territory Managers in Canada. This team is supported by our inside teams of Accounting and Credit, Marketing, Customer Service, Service Warranty, Engineering, Purchasing, Manufacturing, and Shipping. We also partner with a third party dedicated to handling our government contract, administration, and training. Our full sales support gives our dealers and members access to a wealth of experience to tap into for our products and services. We extend our sales team by utilizing more than 3500 independent dealer locations as our first line support to members. This model allows the member to have local contacts that are fully supported and backed by our factory teams. This streamlined approach gives members the one-stop method of purchasing while having access to all the information, knowledge, and experience needed from the factory to make good decisions. To go a step further, we allow our authorized dealers to accept member purchase orders made out to the local dealer to keep the purchasing process easy and simple for the member. Our dealers use our contract pricing during the quote and sales process and have the flexibility of trade-ins and financing which the factory does not offer. The entire transaction can be done with one purchase order. The dealer reports all details of the sale to us to complete our Sourcewell contract audit process. (Attachments: Line26, AGAA Sales Team Listing &amp; Maps, Line26, Sample Online Sales Support for Contracts, Line26, Sample Online Training Videos)</p> <p>An important key sales objective (KSO) for us is our Territory Managers meet with each of their dealers every 4-6 weeks. 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 relation to members. Our factory teams will step in to support the local dealer whenever requested or when we see it would aid in giving the member a greater base of information and support. At the end of the day, we take the approach that we are 100% responsible in making sure every member is treated fairly with the highest standards and with the best team available. Our factory team is involved in every government sale with our dealers.</p> <p>The training we provide to our factory and dealer sales teams are continuous, we do not offer a one-and-done format. Our training educates the teams in how to successfully compete and close sales when working with the agencies and the Sourcewell contract. We highly recommend attending the training Sourcewell provides, and we publish in our weekly newsletters the upcoming classes. Our government team takes every opportunity when working with sales and members to discuss the value the contract affords them. We also direct our sales teams to the online videos Sourcewell has published to keep the information in front and available to review at any time. In our dealer portal we have a Sourcewell landing page which provides all the materials, forms, and information the sales teams need to help members purchase through the Sourcewell contract.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Our three brands; Bush Hog, Dixie Chopper, and RhinoAg have been around for 74, 95, and 45 years respectively and we have learned local contacts and local presence is what is required to give the members their best experience when purchasing our products. Over the many years we have invested time in selecting the best-in-class independent dealers and training them to represent our products. We have built long-lasting and trusted relationships with our dealers. At present our dealers represent one of our brands. As we get further down the road with our recent merger of the three brands we will determine if this model needs to change. As a result of the excellent relationships we have with our dealers we authorize our dealers to use our Sourcewell contract and receive purchase orders from members made out directly to the dealer. (Attachment: Line27 AGAA Dealer Listing)</p>



28	Service force.	<p>Our service support and sales force may overlap at times as they are trained to be the first line of support when service to the equipment is needed. Our dealers are trained to 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 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 engineers will assist in troubleshooting anytime called upon and travel to the member when that is what it will take to get to a solution. We work with our dealers when the member 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 online resources available to our dealers to help them perform service work. 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 members.</p> <p>(Attachments: Line28, Sample Online Operator Manual Search, Line28, Sample Online Recommended Part by Model PDFs, Line28, Sample Online Service Instructions, Line28, Sample Online Service Videos, Line28, Sample Online Shop for Parts)</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Ordering process when the model needs to be built. The process starts with our dealer receiving a purchase order from the member made out to our local dealer. The dealer sends into the factory the final quote, purchase order from the member, and the dealers order to Alamo Group Ag Americas. The Sourcewell member number and our contract number are noted for input into our tracking and fee reporting process. The factory builds the product and ships it to our dealer to conduct any setup and a pre-delivery inspection. Our dealer will make the delivery to the member and often our Territory Manager accompanies the dealer. The dealer provides the member with product training and a walkaround of the equipment. Once the member is satisfied with the delivery they will sign off on the receipt. The dealer sends the factory the member sign-off and the dealer issues the invoice to the member. We make delivery of the order in our system which is recorded on our next Sourcewell sales and fee report.</p> <p>Ordering process when the model is in the local dealers' inventory. The process starts with our dealer receiving a purchase order from the member made out to our local dealer. The dealer will conduct the set-up and perform the pre-delivery inspection. Our dealer will make the delivery to the member and often our Territory Manager accompanies the dealer. The dealer provides the member with product training and a walkaround of the equipment. Once the member is satisfied with the delivery they will sign off on the receipt. The dealer sends the factory the member sign-off, the final quote, the purchase order from the member made out to the dealer and our Bid Discount form. The Sourcewell member number and our contract number are noted for input into our tracking and fee reporting process. The dealer issues the invoice to the member. We credit the dealer for any additional government discount applicable and finalize the recording of the sale for our next Sourcewell sales and fee report.</p> <p>Ordering process when the model is in another dealer's inventory. The process starts with our local dealer receiving a purchase order from the member made out to our local dealer. This dealer sends us a copy of the purchase order and the final quote. The Sourcewell member number and our contract number are noted. We process a credit and rebill transaction in order to invoice and move the inventory to the local dealer. The two dealers arrange for transportation to the local dealer. The local dealer will conduct the set-up and perform the pre-delivery inspection. Our dealer will make the delivery to the member and often our Territory Manager accompanies the dealer. The dealer provides the member with product training and a walkaround of the equipment. Once the member is satisfied with the delivery they will sign off on the receipt. The dealer sends the factory the member sign-off for input into our tracking and fee reporting process. The dealer issues the invoice to the member.</p> <p>Ordering process if the member needs to issue the purchase order to Alamo Group Ag Americas. We will always have the local dealer involved as we will have the order delivered to the dealer. Our dealer will perform the set-up and the pre-delivery inspection. Our dealer will make the delivery to the member and often our Territory Manager accompanies the dealer. The dealer provides the member with product training and a walkaround of the equipment. Once the member is satisfied with the delivery they will sign off on the receipt. The dealer sends the factory the member sign-off for input into our tracking and fee reporting process. Alamo Group Ag Americas issues the invoice to the member.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>For convenience and quick response times for the member we train our dealers to be the first line of customer service. We provide our dealers with the tools they need to fully service members quickly and efficiently, this includes our dealers having complete access to manuals, current product information, price books and access to any factory team member they need to help with the task at hand for them to be successful. Our Territory and District Managers and the factory teams are ready to assist when needed. Customers are welcome to contact our factory team directly, however we will always bring our dealers back into the loop.</p> <p>Communication is ongoing between our Territory Managers and their dealers, which allows visibility to product and OEM parts inventory levels. This visibility allows the Managers to identify times when we can move equipment and parts to provide quicker deliveries. 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 lead-time period tremendously for the member. 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. We expect our dealers to achieve these goals as well.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	For over 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 full support. Being a part of Alamo Group also gives us the benefit of going to a member company and quickly locating a qualified dealer.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell 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 one of our products, we will make it happen through supporting them directly from the factory or finding the qualified dealer in their area.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We will service all geographic areas of the US and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We will fully service all participating entity sectors as we do not have any limitations.	*
35	Define any specific 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.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

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

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing plan includes: 1) Continuing the focus on our dealer trainings and educating members 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 member visits. 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 Customizable Dealer flyer, e) Sourcewell Awarded Contract logo, f) Sourcewell contract directory, g) Sourcewell desktop flag. 2) Being involved (dealers and factory) in attending events with members to keep and get our brand names and the contract in front of them. 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. 3) Connecting through social media and other methods of advertising in which Sourcewell will be noted. We provide our dealers with access to canned radio and social media advertising with the Sourcewell Awarded logo, we have sold our products through our digital marketing with Farm Equipment (farm-equipment.com) using our Sourcewell contract which really showed our agricultural members are also in the government sector. 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. 5) We will maintain full dealer coverage across North America and add when a gap shows up. 6) Most of our products have been developed due to listening to the customer requirements. We will continue in this direction and present new product or product revisions to match their current and future needs. 7) We will continue to develop our government support online resource pages for our dealers, which makes the purchasing and service processes for the member easy. 8) We will continue to expand our YouTube video library which presently contains 60+ demonstrations, instructional and informational videos our dealers and members can access. 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. 10) We plan to work with Sourcewell to use all your resources available to help grow our contract. (Attachments: Line37, Sample Online Marketing Tools, Line37, Sample Online Weekly Newsletter with Sourcewell Training, 2 versions, Line37, Sample Public Online Contract Search by State)</p>
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38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Alamo Group Ag Americas leverages technology and digital data to enhance marketing effectiveness by implementing a data-driven approach across social media, advertising, and customer engagement strategies. Our strategies are as follows:</p> <ol style="list-style-type: none"> <li>1. Social Media &amp; Digital Advertising Optimization <ul style="list-style-type: none"> <li>- Utilize Meta Business Suite, LinkedIn Ads, and Google Ads to track engagement metrics and refine audience targeting.</li> <li>- Implement A/B testing on ad creatives, messaging, and calls-to-action (CTAs) to maximize click-through and conversion rates.</li> <li>- Develop retargeting campaigns using tracking pixels to engage potential customers who have interacted with our digital assets.</li> </ul> </li> <li>2. Metadata &amp; SEO for Increased Visibility <ul style="list-style-type: none"> <li>- Optimize product pages, blog posts, and digital content using structured metadata (alt tags, meta descriptions, and keyword strategies) to improve search engine ranking.</li> <li>- Use Google Search Console &amp; SEMrush to analyze keyword performance and enhance organic search visibility for Bush Hog, RhinoAg, and Dixie Chopper.</li> </ul> </li> <li>3. Customer Data &amp; CRM Integration <ul style="list-style-type: none"> <li>- Implement customer segmentation strategies by analyzing dealer interactions, purchase behavior, and digital touchpoints.</li> <li>- Utilize email automation (HubSpot, Mailchimp) for personalized marketing campaigns, nurturing leads through targeted messaging.</li> </ul> </li> <li>4. AI &amp; Predictive Analytics for Smarter Campaigns <ul style="list-style-type: none"> <li>- Leverage AI-driven analytics to predict customer behavior, refine ad spending, and optimize media planning.</li> <li>- Use machine learning tools for content personalization, ensuring the right message reaches the right audience at the right time.</li> </ul> </li> <li>5. Digital Event &amp; Dealer Engagement Tools <ul style="list-style-type: none"> <li>- Enhance dealer and customer engagement through virtual product demonstrations, live webinars, and interactive Q&amp;A sessions.</li> <li>- Use event tracking software to measure the success of farm shows, dealer open houses, and live product showcases.</li> </ul> </li> </ol> <p>By combining real-time data analytics, automation, and AI-driven insights, we ensure Alamo Group Ag Americas digital marketing efforts drive measurable growth, strengthen dealer relationships, and increase brand visibility in the competitive ag and turf equipment industries.</p> <p>Following are the addresses of the platforms we use.</p> <p> <a href="https://www.facebook.com/DixieChopperMowers">https://www.facebook.com/DixieChopperMowers</a>  <a href="https://www.instagram.com/dixiechoppermowers/">https://www.instagram.com/dixiechoppermowers/</a>  <a href="https://www.linkedin.com/company/318343/admin/dashboard/">https://www.linkedin.com/company/318343/admin/dashboard/</a>  <a href="https://www.youtube.com/channel/UCNdMD1JQESydchWOGd9hS4g">https://www.youtube.com/channel/UCNdMD1JQESydchWOGd9hS4g</a>  <a href="https://www.facebook.com/BushHogLLC">https://www.facebook.com/BushHogLLC</a>  <a href="https://www.instagram.com/bushhogllc/">https://www.instagram.com/bushhogllc/</a>  <a href="https://www.linkedin.com/company/bush-hog-llc/">https://www.linkedin.com/company/bush-hog-llc/</a>  <a href="https://www.youtube.com/@bushhog8387/videos">https://www.youtube.com/@bushhog8387/videos</a>  <a href="https://www.facebook.com/rhinoag/">https://www.facebook.com/rhinoag/</a>  <a href="https://www.instagram.com/rhinoag/">https://www.instagram.com/rhinoag/</a>  <a href="https://www.linkedin.com/company/rhinoag/">https://www.linkedin.com/company/rhinoag/</a>  <a href="https://www.youtube.com/@RhinoBornToLead">https://www.youtube.com/@RhinoBornToLead</a> </p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<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. 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.</p>

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our government members and dealers currently use our Build My Bush Hog ( <a href="https://configurator.alamogroup.com/Default.aspx?AGThemeSource=BushHog">https://configurator.alamogroup.com/Default.aspx?AGThemeSource=BushHog</a> ), and Build My Rhino ( <a href="https://shop.rhinoag.com/store">https://shop.rhinoag.com/store</a> ) configurators as an e-procurement tool as the member can go directly online and configure the exact product they need, have access to immediate pricing which then can be sent to their dealer of choice to complete the order process. Our dealers can receive what the member has completed into their dealer system and then link the members purchase order and create their invoice which can go directly back into the members system. Our dealers push the orders from their system into ours to close the tracking requirement, place orders to the factory, and perform inquiries after the sale. Our members 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 members system. Members can pay their invoice all through electronic applications through our factory and most of our dealers.	*
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**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Our member 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. We will continue to provide this no charge training during the life of the equipment when the member requests. Some members 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 members as well as full factory support on troubleshooting and reaching solutions.</p> <p>Our YouTube channel <a href="https://www.youtube.com/channel/UC7_z_OBKMgs3MUnrKbn4WYw/featured">https://www.youtube.com/channel/UC7_z_OBKMgs3MUnrKbn4WYw/featured</a> offers our members 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 members. Through our parent company, Alamo Group, we offer our optional Tractor Mower Operator Safety (T.M.O.S.T.) Training 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.</p> <p>(Attachments: Line41, Operator Training TMOST Training Flyer, Line41, Sample Operator Quick Reference Walkaround Videos)</p>	*
42	Describe any technological advances that your proposed Solutions offer.	<p>Our latest timesaving and performance enhancing advances with our Bush Hog brand includes gearbox sight windows to quickly check fluid levels, patent pending driveline assist that carries the weight of burdensome CV drivelines during attachment, ergonomic hydraulic hose handles, and patent pending dual axle suspension that reduces shock loads felt in the operator seat by up to 51%. Hybrid power technology for reduced fuel consumption and reduced risk of fluid leaks has been engineered in our Talon remote control.</p> <p>We offer CARB compliant products which produce less harmful emissions, toxins, and particulates which results in cleaner and safer air quality. This equipment meets the current emissions standards set by CARB (California Air Resources Board). We also offer US Forestry Service Approved spark arrestors.</p>	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	We have installed solar panels over one of our main buildings to reduce the consumption of electricity from the city power grid. Lighting has been replaced with LEDs for higher efficiency and longer life. LP forklifts have been replaced by electric. Efforts underway include replacing all roll-up doors with speed doors, insulating bare metal walls, and recovering heat from burn-off ovens for plant heating. We are shredding cardboard and collecting paper throughout the entire company to be recycled versus sending it to the landfill.	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Attachment: Line44, CARB Compliance Certificate	*
45	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 are required prior to offering products to the public. We have a test facility, which is audited periodically, and we attend ASABE and ISO meetings required to keep our certification current. Examples of the testing we perform are bump testing, thrown object testing, blade impact and blade balance testing, lighting and marking testing and many others. 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. A unique attribute with select Dixie Chopper mowers, which comes standard, is our operator-controlled discharge chute, OCDC, to open and close the discharge chute for added safety of people and property from material exiting the deck.	*
46	Describe any safety features your equipment and products offer such as emergency or auto-shut off capability and roll-over protection systems (ROPS) or stability enhancements, slip resistant grips and surfaces, blade guards and throttle lockouts.	Alamo Group Inc. and their 40+ global brands concentrated in the manufacturing of equipment for the sustaining of industrial, vegetation, and agriculture spaces have an unwavering commitment to safety of products and people. This culture is driven from the top down and bottom up and extends to our dealers, customers, and citizens. The Alamo Group Ag Americas products meet or exceed safety standards. Our rotary cutter models are equipped with safety enclosures to guard against thrown objects while mowing, blades are separated by distance from the perimeter of the cutter. Most flex-wings come with specific features like a Perma-Level+ hitch which has rollover and clevis stops to protect against pinching hazards, deck locks to secure wings in the upright position while transporting, shields provide 360-degree driveline protection, and aluminum knurled hydraulic hose handles are slip-resistant. All commercial Dixie Chopper mowers have a ROPS and belt/pulley covers for added safety and as mentioned previously select mowers are equipped with our operator-controlled discharge chute, OCDC, to open and close the discharge chute for added safety of people and property from material exiting the deck.	
47	Describe any ergonomic features your products offer such as adjustable operator controls, suspension seats, vibration dampening systems, enhanced visibility cab designs, assistive mechanisms for lifting heavy components, and anti-glare interfaces to reduce eye strain.	Our Bush Hog patent pending driveline assist reduces operator effort by lifting and holding heavy weight CV drivelines during attachment, ergonomic handles resist slipping when attaching and removing hydraulic hoses, and patent pending dual axle suspension reduces shock loads by up to 51% for an improvement operators can feel in the tractor seat.  All Dixie Chopper mowers have adjustable seats for optimal seat location. Select models offer adjustable steering levers and ISO seat pans for added operator comfort.	



48	Describe the serviceability of the products included in your proposal (parts availability, warranty, and technical support, etc.).	<p>Ease of servicing our models is highly regarded when creating a new model or improving existing models. Our oil site gauge on the side of the gearboxes ensures the proper oil level without having to go through the process of using a dipstick. With our zero-turn mowers we have very open workspaces around the engine and remote mounted hydraulic filters for easier service. In addition, we have spindle fans on top of the pulleys to naturally cool the belts and spindles while keeping the top side of the deck clean of debris and clippings. All models feature removeable floor pans and pulley covers to offer easy cleaning and maintenance.</p> <p>When service is required, the members have access to both their local dealer and our factory teams. Warranty work is administered through the members local, authorized dealer. The assessment will be made to dispatch the dealer's service truck out to the equipment or if the equipment needs to be brought into the dealer's garage for additional diagnostics. If the dealer needs parts, they do not have in stock, we will ship parts overnight from the factory. Factory technical support is readily available to the dealer to assist in the troubleshooting and to determine the proper repair. A factory technician will also be dispatched if the dealer requires assistance.</p> <p>To obtain warranty service, the equipment must be registered by an authorized Alamo Group Ag Americas dealer. Warranty coverage is provided with the Operators Manual and breaks down and validates each area covered by our limited warranty and provides the warranty period. All our warranty policies are reviewed with the member prior to a purchase. General maintenance of the equipment is the sole responsibility of the owner. We provide maintenance schedules and guidelines in our Operators Manual which we go over in detail during the walk-around training which occurs at the time of delivery. Presently we have Limited Warranty policies for each of our brands. (Attachments: Line48, Bush Hog, Dixie Chopper, RhinoAg Limited Warranty Policies)</p> <p>Our dealers are required to stock a minimum parts inventory to remain an active dealer. We recommend the inventory based on fast moving and suggested parts lists according to the volume of sales the dealer has achieved. Our goal is for the member to receive their parts order within 24 hours of placing the order. This goal applies to our dealer and factory. At the factory, we routinely achieve a 95% fill rate on service parts within 24 hours of receiving the order.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Presently Alamo Group Ag Americas does 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.	*
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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58	Describe your payment terms and accepted payment methods.	<p>Alamo Group Ag Americas wants to make the purchasing transaction as easy as possible for members. Therefore, we authorize our local dealers to work with members on our behalf and utilize our contract pricing, issue quotations, accept purchase orders the member makes out to the dealer, delivers, and issues the invoice. We are available at every step to assist members and dealers when required. If the members go through our dealer, payment terms and payment methods are agreed upon between the customer and the dealer. Some of our dealers accept Pcards, checks, ACH and wires for payment and provide extended terms beyond our standard Ts and Cs noted in the contract. 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 as long as they are better than what we propose.</p> <p>If the customer prefers to go directly with us, we will accommodate the request, but we will always have the local dealer involved in the delivery and after-sales transactions. Our proposed payment term is Net 30 and our accepted payment methods are check, ACH and wires with all brands having the same Accounts Payable as Alamo Group Ag Americas LLC Attn: Accounts Payable PO Box 549 Seguin, TX 78156-0549 AP.Alamogroup@alamo-group.com</p>	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	<p>The Alamo Group Ag Americas dealers are in the best position to offer members a multitude of finance and lease programs, which is another way we can extend value during the members' purchasing process. The member would work directly with their local dealer on the right package that fits their leasing or financing parameters.</p> <p>Through a partnership with New Holland our Bush Hog branded products, excluding front-end loaders and hay tools, can be financed in the same transaction with one low rate when the member is purchasing a New Holland tractor and a Bush Hog product. This financing would go through New Holland Industrial Capital.</p> <p>Alamo Group Ag Americas does not offer direct financing or leasing options but when applicable will negotiate an extended term beyond Net 30 on a case-by-case basis.</p>	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>The majority of our dealers will use a quote form provided to them by Alamo Group Ag Americas which clearly states the member number, contract number, and the discount provided in our Sourcewell contract for the product being quoted. Our dealers will be trained that if they use their own quote form the member number, contract number, and the discount must be easily identified on their form. (Attachments: Line60, Bush Hog Sourcewell Member Quote Form, Line60, Dixie Chopper Sourcewell Member Quote Form, Line60, RhinoAg Sourcewell Member Quote Form)</p> <p>We will use the Sourcewell fee and utilization report as required and we will use the Sourcewell terms and conditions with the understanding the customer may request a change which we will work through on a case-by-case basis. We may deviate from the Sourcewell Ts &amp; Cs on Participating Addendums when requested.</p> <p>Alamo Group Ag Americas does not offer service agreements, however, our dealers may, and it will be up to the member and dealer to establish an agreement.</p>	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Alamo Group Ag Americas does not accept P-cards for factory-direct purchases. However, many any of our dealers accept P-cards. It will be between the member and dealer on any extra charges which may apply.	*

62	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.	<p>Alamo Group Ag Americas offers a discount off our MSRP for our equipment and a discount off our list price on our OEM parts. The percentage discounts will be based on our product groups within the RFP categories and within the subcategories we are offering.</p> <p>We will work with the members to define the scope of our TMOST training and provide a quote at the time of the request. We are unable to provide a price without defining the complete scope as every training course is custom designed to the members' specification.</p> <p>If the member requests an open market item quote, we will use a discount off MSRP or a cost-plus pricing model that will be agreed to by all parties.</p> <p>Price files for our complete offerings within the RFP categories and within the proposed subcategories are attached. These files include model numbers, descriptions, specifications, and MSRP. Our detailed discounts are noted in line 63 of this RFP. (Attachments: Line 62, Alamo Group Ag Americas Price Files)</p>	*
63	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.	<p>Alamo Group Ag Americas proposes a discount off our MSRP based on our product groups within the RFP stated categories. 12% will apply to Finishing Mowers, Single Spindle Rotary Cutters, Mult Spindle Rotary Cutters, Flex Wing Rotary Cutters, Boom Mowers, Ditch Bank Mowers, and our Remote-Control Mower. 8% will apply to Flail Shredders, Flail Mowers, Skid Steer Brush Cutters, and Tillage Implements.</p> <p>We are offering subcategories of solutions which complement the primary categories above. 12% will apply to Zero Turn Mowers and 8% will apply to Construction Implements, Landscape Implements, Hay Tools, Snow Removal Equipment, Golf, Turf, and Sod Mowers, Rear Blades, and Grapples and Pallet Forks.</p> <p>All OEM Parts will receive a 2% discount off the current published list price.</p> <p>A detailed member discount schedule is attached and includes each product group for each brand and the percentage of the discount being offered. (Attachment: Line 63, AGAA Member Discounts)</p>	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Alamo Group Ag Americas does not offer a formula for volume discounts or rebate programs. Together with our local dealer we will identify any special pricing to be considered at the time of offering our solution and providing a quote.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Alamo Group Ag Americas 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.	*
66	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.	<p>Alamo Group Ag Americas works very closely with our authorized dealers and relies on them to receive the members' order locally from our factory to perform set-ups and pre-delivery inspections which cannot be conducted at the factory. Quotes coming from our dealers or directly from us will include line items for set-up, pre-delivery inspection, and local delivery when applicable. Our dealers will perform the delivery and training with the member and be the members' first point of contact for the life cycle of the equipment. We will always be available to assist our dealers and members when called upon.</p> <p>Set-up and pre-delivery inspection charges are agreed to between the dealer and the member at the time of quoting.</p> <p>Alamo Group Ag Americas reserves the right to request a surcharge in the future to offset increases which could not be planned. For example, but not limited to steel or fuel cost increases or new tariffs.</p>	*

67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Our factory freight is a separate item outside the cost of our products. We apply factory freight to all deliveries to the local dealer, and it is based on current published freight rates at the time of the carrier pickup at the factory. We do not add a markup. Our dealers will pass along to the member the exact factory freight they were charged. An exception to the amount being charged will apply when our dealer, through an incentive program, receives a lower freight amount in which they are expected to pass the savings on to the member.</p> <p>Our dealers are tasked with making the delivery to the members in which the dealers may incur local delivery charges. This delivery charge will be agreed to between the dealer and the member at the time of quoting.</p>	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Alaska and Hawaii freight will be handled in the same manner as the rest of the US with the exception of the type of carrier will go from trucking only to an added sea transport. Any additional charges incurred will be included, at cost, in the total freight invoiced.</p> <p>In Canada a line item will be provided for the freight from the factory to the local dealer. The dealer will calculate additional exchange rate conversions, customs, taxes, and any other charges incurred to provide the quote in Canadian dollars. In the eastern provinces, we use one of our largest dealers as a distributor to help keep costs down and provide quicker deliveries.</p> <p>Offshore deliveries will work similar to our process in Canada but specific to the final destination requirements.</p>	*
69	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 get the product to the member as quickly as possible and at a fair delivery rate. The member may choose to arrange and pay for their own transportation at any time with our assistance.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	We have developed a process 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 involved in every government sale, and they have been trained on what is required to comply with our tracking and fee payment process and in making sure the Sourcewell price book and discount schedule are 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.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Our goal is to have members use our contracts versus the 3-bid process. We track the use of all our contracts versus the 3-bid sales and question the sales not going through our Sourcewell contract as our dealers and factory know the value to all parties when we lead and use our Sourcewell contract. This tracking allows us to know where we need to perform additional training and education at the dealer and member levels.</p> <p>We conduct a monthly review of all government sales and bid tabulations of opportunities we did not win. We expect growth with existing and new members, and we use these reports to feed into our strategic direction, training and development of all our factory and dealer sales teams.</p>	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	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 files and would not be applied to freight, set-up, pre-delivery inspection, future surcharges or any other charge not associated with the configuration of the product being purchased.	*

Table 6B: Pricing Offered

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

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	We propose our complete range of products for the following equipment categories 1) finishing mowers, 2) single-spindle rotary cutters, 3) multi-spindle rotary cutters, 4) flex-wing rotary cutters, 5) flail mowers and shredders, 6) boom mowers, 7) skid steer brush cutters, 8) tillage equipment, and 9) remote controlled mower. 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 provide members with complete details on the product to include features and benefits and specifications. (Attachments: Line74,75 Sample Literature)	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Alamo Group Ag Americas proposes to offer our full line of complimentary products to the RFP main categories listed in line 74. The subcategories encompass all three brands and are 1) zero turn mowers, 2) construction implements, 3) landscape implements, 4) hay tools, 5) snow removal equipment, 6) golf, turf, and sod mowers, 7) rear blades, and 8) grapples and pallet forks. We have provided in line 63 the Sourcewell member discount for these subcategories. Our dealers are equipped to support and service these subcategories and have our full factory support as we've outlined in this RFP.	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
76	Flail, boom, rotary, wing, sickle, and slope mowers	<input checked="" type="radio"/> Yes <input type="radio"/> No	NA	*
77	Brush cutters	<input checked="" type="radio"/> Yes <input type="radio"/> No	NA	*
78	Seeders, tillers, mulchers, and sprayers	<input checked="" type="radio"/> Yes <input type="radio"/> No	NA	*
79	Erosion stabilization and prevention products	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
80	Ditch maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	NA	*
81	Dust abatement water trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	

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

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

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

Documents



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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Line62,63, Price Books & Discount Schedule.zip - Friday March 21, 2025 14:29:12
  - [Financial Strength and Stability](#) - Line13,Alamo Group Inc 10K Q4 2024.pdf - Friday March 21, 2025 14:30:44
  - [Marketing Plan/Samples](#) - Line37,Marketing Plan Documents.zip - Wednesday March 19, 2025 17:11:57
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - Line60, Standard Transaction Documents.zip - Wednesday March 19, 2025 17:12:20
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Lines20,26,27,28,41,44,48 Additional Documents.zip - Wednesday March 19, 2025 17:12:45

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Marc Ivey, District Manager, Alamo Group Ag Americas LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☐ Yes    ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

**AMENDMENT #1  
TO  
MASTER AGREEMENT #032525-AGI**

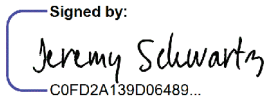
THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Alamo Group Texas LLC now known as Alamo Group Municipal Mowing Solutions LLC** (Supplier).

Sourcewell awarded an agreement (032525-AGI) to Supplier to provide Road Right-of-Way Maintenance Equipment to Sourcewell and its Participating Entities, effective through May 13, 2025 (Master Agreement).

As of September 30, 2025, Supplier completed the merger of its subsidiaries and changed its name to Alamo Group Municipal Mowing Solutions LLC. As of the date of this Amendment, all references to "Alamo Group Texas LLC" in Master Agreement #032525-AGI will be read as "Alamo Group Municipal Mowing Solutions LLC."

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

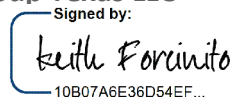
**Sourcewell**

Signed by:  
  
C0FD2A139D06489...

By: \_\_\_\_\_  
Jeremy Schwartz  
Chief Operating and Procurement Officer

Date: 10/22/2025 | 3:12 PM CDT

**Alamo Group Municipal Mowing  
Solutions LLC, formerly known as Alamo  
Group Texas LLC**

Signed by:  
  
10B07A6E36D54EF...

By: \_\_\_\_\_  
Keith Forcinito  
Group Vice President

Date: 10/22/2025 | 3:27 PM CDT