



MASTER AGREEMENT #032525
CATEGORY: Road Right-of-Way Maintenance Equipment
SUPPLIER: Bomford Turner Limited

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 Bomford Turner Limited, Station Road, Salford Priors, Evesham, Worcestershire, WR11 8SW United Kingdom (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 Sourcwell 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

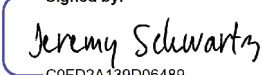
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

Bomford Turner Limited

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

5/19/2025 | 12:15 PM CDT
Date: _____

Signed by:

A8A6CEEC3E23479...

By: _____
Craig Whiting
Title: Sales & Marketing
Director

5/19/2025 | 10:07 AM CDT
Date: _____

RFP 032525 - Road Right-of-Way Maintenance Equipment

Vendor Details

Company Name:	Bomford Turner Limited
Address:	Station Road Salford Priors Evesham , Worcestershire WR11 8SW
Contact:	Craig Whiting
Email:	cwhiting@bomford-turner.com
Phone:	830-327-2400
HST#:	133874753

Submission Details

Created On:	Monday March 17, 2025 04:32:19
Submitted On:	Tuesday March 25, 2025 07:42:38
Submitted By:	Craig Whiting
Email:	cwhiting@bomford-turner.com
Transaction #:	7f96772c-b557-4724-a901-955fe7b54f75
Submitter's IP Address:	147.243.108.235

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.	Bomford Turner Limited	*
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).	Bomford Turner Limited has no other current subsidiaries or DBA names although its has been part of and owned by the Alamo Group since 1993.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Due to our business being located outside of the US (United Kingdom) we do not hold either CAGE or SAM identifier code.	*
5	Provide your NAICS code applicable to Solutions proposed.	Again, due to our business being located outside of the US (United Kingdom) we do not hold NAICS identifier code.	
6	Proposer Physical Address:	Station Road, Salford Priors, Evesham, Worcestershire, WR11 8SW United Kingdom	*
7	Proposer website address (or addresses):	www.bomford-turner.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):	Name - Mr. James Cuthbertson Title - General Manager Email - jcuthbertson@bomford-turner.com Phone +44 (0)1789 773383	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name - Craig Whiting Title - Export Sales Manager Email - cwhiting@bomford-turner.com Phone - 830 327 2400	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name - Erik Reed Government Solutions Team Email - bomford@govsolutionsteam.com Phone - 218 296 0243 Name - Tom Dale Title - Export Development Email - tdale@bomford-turner.com Phone - +44 (0)1789 773383	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Bomford was founded & incorporated in 1904 based in Salford Priors in the county of Worcestershire UK and in 1993 became part of the Alamo Group based in Seguin TX. It has been a leader in designing and manufacturing equipment for both farmers and governmental entities for over 100 years. Bomford is best known worldwide for its wide range of equipment including Boom Mowers, Rotary & Flail Mowers, Cultivation Equipment and more recently a range of Remote Control Slope Mowers. Bomford Turner prides itself on its dedication to customer support with a very strong export distribution network supporting its dealers and customers around the world, we have a dedicated support team offering information and support in many different time zones. A testament to Bomford's continuity is that many of Bomford's Worldwide partners (including American & Canadian dealers) have been partnered together for over 40 years & in two cases over 50 years (RL Parsons Ohio being one of them).	*
12	What are your company's expectations in the event of an award?	In the event of a contract renewal, we will greatly expand on our past 8 years with Sourcewell. Approaching this contract award from us the manufacturer we will realize full embracement from our vast dealer network in support of the Sourcewell membership and beyond. Our unique, quality products are desired by governmental agencies. An awarded Sourcewell contract will be the buying solution for your members, and our company's go-to-market strategy. Our submitted proposal would provide the most price-advantageous way for members to purchase our products. We have structured this during the previous contract duration and will continue to grow in our visibility as a brand in the future.	*
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.	Bomford has included its latest set of trading accounts for 2023 along with two letters from some of our main suppliers, explaining our business relationship over a long period of time. Additionally Bomford Turner is part of and owned by 'Alamo Group' who are listed on the NYSE under ALG, Alamo Group is a particularly stable group company with appreciating share values.	*
14	What is your US market share for the Solutions that you are proposing?	There is currently little in the way of exact industry collated market figures for vegetation control equipment however, I estimate the following for Bomford in the US based on the knowledge and activity of our sister companies. Boom Mowers .. 8-10% (Rear Mounted) Remote Control Mowers .. 12-15% (Diesel Category) Rotary & Flail Mowers ... 3-5 %	*
15	What is your Canadian market share for the Solutions that you are proposing?	Again currently little in the way of industry collated market figures for vegetation control equipment however I estimate the following for Bomford in the Canada Boom Mowers .. 12-15% Remote Control Mowers .. 10-12 % Rotary & Flail Mowers ... 2-3 %	*
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.	Bomford Turner Limited has never been through any bankruptcy proceedings.	*
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?	Bomford Turner Limited is the Manufacturer who owns its designs and produces its machines in house from raw material to finished product distributing to importers and dealers worldwide through contractual agreements. B) Bomford markets and distributes its equipment through its specialist dealer network both in US and Canada. These dealers are partners to Bomford but not owned by Bomford. They are independent though have contractual agreements with Bomford to promote sales of its equipment and provide parts and service in accordance with our business conditions. Concerning our 'Gold Dealer' RL Parsons based in Ohio who has previously held the Sourcewell Contract and with whom we have partnered for over 50 years, Parsons is also the manufacturer of the (RLP) range of Road Master and Knuckle Head 'rights of way' road berm reclaimer. Parsons have teamed up with Bomford to offer this product through the national network of specialist Bomford dealers to enhance its national coverage. This business relationship and product offering via Bomford is clarified within the attached Memorandum of Understanding in 'additional documents' section. Our strategy for sourcing dealers is that we only work with dealers who understand the market and who are able to meet the needs of our Governmental entities so our dealer network is carefully matured over time to establish continuity and stability rather than quick growth that cannot be serviced or supported.	*

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.	Bomford Turner Limited is a ISO 9001:2015 compliant company (valid until March 2027) audited through BSI Assurance UK limited Certificate number 'FM 34659' to ensure we follow strict process's typically required when supplying equipment to customers worldwide including US and Canada .All Bomford machines carry 'Declaration of Conformity' compliance with UK standard 'Statutory Instrument 2008 No 1597' and 'Statutory Instrument 2006 No 3418' EU standard Directive 2006/42/EC & Directive 2014/30/EU In addition the RLP Products in our RFP offering in partnership with our Gold dealer 'RL Parsons' have both their Road Master & Evolution Program Patent protected #8992119 Fema, this business relationship explained in the attached Memorandum of Understanding in 'additional documents' section.	*
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 Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Bomford Turner Limited has no record of Debarment or suspensions	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Bomford Turner was recognised for the Flailbot product range and accessories available at The Royal Highland Show in 2021. Also the Innovative RLP Roadmaster & Knuckle Head products have Patents #8992119, Fema.	*
21	What percentage of your sales are to the governmental sector in the past three years?	In both US & Canada Governmental sales account for at 90% of the Bomford Turner annual business	*
22	What percentage of your sales are to the education sector in the past three years?	Products supplied by Bomford Turner Limited are most typically sourced by Governmental agencies	*
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?	Buy Board - Bomford has annual sales are less than \$200,000 / Year currently Ohio State Contract - Bomford has held this contract for the last 10 years with annual sales approx.\$400,000 per year. Activity through state and regional contracts has decreased because our main Mid-West distributor RL Parsons transferred many customers over to Sourcwell from other contracts.	*
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?	Bomford Turner has no GSA contract	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Mercer County Engineers Celina, OH	Kyle Cross	419-586-7759	*
Langley Township Langley, BC	Mike Parenteau	604-532-7335	*
Auglaize County Engineers Wapakoneta, OH	Toby Wise	419-738-5426	*

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

Describe your company's capability to meet the needs of Sourcwell 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>Our front-line sales force is our vast sales network of the 39 specialist Bomford dealers strategically located across the US and Canada. Our dealers are experts in governmental mowing solutions from DOT down to Township level and they are very proficient at identifying our target customer base plus presenting equipment solutions with our very unique products. Our dealers are accessible from our dealer finder area of the Bomford web site.</p> <p>Additionally, our dealers are supported without compromise by myself, Craig Whiting 'Export Sales Manager' solely responsible for managing Bomford sales & distribution network across USA & Canada, spending 50-60% of my time in territory working with the dealers and end users.</p> <p>Mr Tom Dale who office based 'Export Development' who is working alongside and supports Craig in day to day sales business. Craig also controls all the fiscal management of North America and marketing budgets.</p> <p>Mr James Cuthbertson office based and General Manager at Bomford Turner, whilst James has made several visits to our North American customers he now runs the day to day operations of our factory however has a very good understanding of the market and has a keen interest and ambition with Sourcewell.</p> <p>Mr Rory Stowe 'Export Sales Admin' who works day to day with our USA & Canadian dealers to provide updates on order status and makes shipping arrangements. Rory will be responsible for ensuring that all Sourcewell orders follow procedure.</p> <p>Ms Debbie Winters Sales Office Manager who takes care overall running of the sales office, Debbie also controls the factory order loading and is responsible in ensuring our machines are available for dispatch on time.</p> <p>Alongside this, she administrates all sales enquiries and provides marketing material to dealers plus booking of shows and events throughout.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Bomford has 31 specialist dealers strategically placed across USA and 8 dealers across Canada, these dealers have been evolved over the years to be knowledgeable on Governmental and Municipal customers needs and able to provide expert advise on all typical Rights Of Way Mowing equipment and related products.</p> <p>Bomford also has a tier system for its dealers with our Gold dealer RL Parsons (Ohio based and been our partner for 50+ years)) being a National Parts Hub in the states and supporting our east coast dealers with supply of equipment and parts / service. Likewise in Canada we have Colvoy Equipment (Ontario based) as a Gold dealer specializing with Bomford and 100% focused on Governmental Customers.</p>	*
28	Service force.	<p>Again, our 39 specialist dealers across the US and Canada are fully trained and proficient in all aspects of Bomford support, and engaged in supporting the Sourcewell member agencies. Our Ohio based gold dealer RL Parsons also offer a high level of support to other Bomford Dealers right across the States with their many years of experience and high level of parts inventory. In addition to our dealer network, Bomford has a support team available to those dealers. The Bomford Service Support team consists of</p> <p>Mr Mark Cresswell Service Manager and Warranty Administrator Mr Gavin Stockley Service Engineer and Remote Control specialist Mr Kevin Hiatt Service Engineer Mr Dave Rimmer Parts Manager</p> <p>Our service teams role is to support the Bomford Dealer Network across the States and Canada, all of our dealers receive regular service training to keep ahead of product development and then we work with the dealers on a day to day basis to ensure our products work at their best and sufficiently supported. Mark Cresswell has been a valuable asset to our North American business and is always pleased to help dealers and customers alike with his 35+ years of experience and electrical / hydraulic expertise.</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>All of the orders for Bomford Turner that are placed through Sourcewell are submitted by our dealer network as described above. We have a dedicated dealer portal that is private that the dealer can access but is strictly password protected.</p> <p>when the PO is raised, this will then be uploaded directly to the dealers individual portal account, along with additional information as required. Once this is accepted by Bomford Turner, it will determined if the required product is in stock inventory or it has to be manufactured specifically for this requirement.</p> <p>Bomford Turner will then create Order Acknowledgements to reflect the PO's requirement and this will give the dealer the information of supply chain timing so they can advise the purchaser.</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.	Bomford Turner front line service support is our Specialized Dealer Network (these dealers you can find details on our Bomford web site 'Dealer Finder'), all Bomford dealers are highly trained to support the products that they promote, Bomford then provides accessible technical support to the dealers via email, phone calls or even Zoom calls and all of our contacts are easily accessible via our contacts section of our web site. Bomford also has a industry leading interactive 'Bomford Plus' portal to its web site meaning a lot of information is available 24 hours a day / 365 days of the year to our dealers like our parts ordering, warranty management, technical information, account management, service bulletins etc. Also our new QR coded serial plates will not only take you to our parts information specific to the machine but it will also guide you to our support contacts, likewise Bomford has its Parts & Service support contacts listed on our web site as well so we are able to answer queries from both dealers and end users efficiently and quickly. In terms of response times all Bomford dealers are able to contact myself on a US cell number at any time of the day, we aim to reply in the same day however some Pacific Time zone areas might fall into next day replies if sent after noon. In Addition to this all of our dealers know that they can turn to our Gold dealers RL Parsons (Ohio) and Colvoy Eqt (Canada) to receive additional advice and support at www.bomford-turner.com/contact-us/service	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	If Bomford Turner are successful in our continued Sourcewell awarding, Bomford will boldly bring this sales tool to the marketplace across the US through our strategically placed dealer network. Sourcewell will be our go-to-market strategy, and we will not hesitate to present this purchasing solution to any current or potential Sourcewell member.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	If Bomford Turner are successful in our continued Sourcewell (Canoe) awarding, Bomford will boldly bring this sales tool to the marketplace across Canada through our strategically placed dealer network. Canoe will be our go-to-market strategy in Canada, and we will not hesitate to present this purchasing solution to any current or potential Sourcewell/Canoe member in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Bomford Turner has strategically developed its dealer network to cover all of the United States and Canada where mowing needs exist in areas of highways, roads maintenance and water course mowing. We have excellent coverage.	*
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.	Bomford Turner will place a Sourcewell contract as our go-to-market strategy in any vertical of Sourcewell membership throughout US and Canada. Although Bomford has regional contracts, our Sourcewell contract will be the most advantageous for the member. Sourcewell will be our dealers' first and best option.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii is covered and supported by our California dealer Powerland Equipment who already work with a dealer on the island, we are happy to provide quotations and support for the Hawaiian entities. Alaska we can also service via our dealer based in Anchorage 'BSI Equipment' who have experience in supporting Alaskan customers	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Bomford Turner would be willing to enter discussions in the future tabling extended terms, if the opportunity was presented in regard to the supply of product to a nonprofit organisation.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Bomford Turner is very committed to cooperating with Sourcewell to fully and continually train our management, sales staff, and dealer network. Our sales management team will strive for maximum awareness and embracement of the Sourcewell opportunities from our dealer network. To show our commitment, we have engaged to deploy the proven ability of the Government Solutions Team, LLC (GST) of Lebanon, TN to train and further support our sales management and dealer network in the event of a contract award through this RFP process. GST's extensive knowledge and understanding of the Sourcewell statutes, history and processes, will be our continual priority in the support and education of our corporate, dealer sales management and sales representatives. GST's ability to create Sourcewell awareness and enthusiasm within our dealer network through monthly webcasts and on-site dealer trainings at regional and/or national dealer meetings will lead to exemplary sales growth of our proposed Sourcewell contract. Following the successful award of this RFP by Sourcewell to Bomford Turner, GST will hold frequent webcast trainings and execute a schedule of on-site regional trainings. GST also staffs a Dealer Support Specialist, who is dedicated to assist dealers with their questions and needs. Bomford Turner's commitment to training and support of our sales network regarding Sourcewell will be second to none in the road right-of-way maintenance industry
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Bomford receives a lot of end user enquiries as a direct result of customers browsing its web site having been directed there from its various social media (Facebook, Twitter, LinkedIn, Instagram) and You Tube platforms. Each of these are updated , and closely monitored on a weekly basis, recording and analysing the results of impressions, tags, comments and page views. This data is used to decide the best times to upload, and to push marketing to our followers, and to capture new followers. We use meta data and words in our posts to help drive this traffic in both directions. Within 'additional document upload' section you we see examples of different product marketing and how we have integrated the Sourcewell details into these for use on social media and also physically at exhibitions across the US and Canada.
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?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of the renewal, that our products and logos be included in the Sourcewell marketing and website. We would like to provide an article for your use in your newsletter regarding a customers' success and endorsement of our product. We believe that the most important role that Sourcewell can play in marketing our contract and products is to market themselves and promote contract purchasing across the industry. It is the role of our dealers to promote our products and build and maintain relationships with the members.
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.	Bomford has experience of E-Procurement via one of its State contracts and is well versed with populating E-catalogue's with web links to its products however the take up of this from the end user governmental customers has been slow to develop however I am certain that this e-procurement system will grow in understanding and popularity.

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.	Bomford Turner machines are inclusive of a comprehensive operator and maintenance manuals plus a hard copy parts book backed up with advanced electronic parts look up. Our dealers would normally offer both a product familiarisation and basic maintenance walk around with all of our equipment at point of collection ,there is not normally any extra cost involved for this unless it is required that the equipment be delivered to the customer and training performed on site then a small cost may be incurred but clearly outlined in the quotation, if a customer wants more in depth training to multi operators' then again costs may apply. In addition Bomford supports its dealers with all electronic technical material for install & service training, all machine serial plates contain a QR code to direct customers to our parts and technical areas of our web site an advanced system not yet adopted by our competitors. With regard to the RLP products RL Parsons Equipment will support those dealers / customers directly.

42	Describe any technological advances that your proposed Solutions offer.	Bomford's biggest selling product is the range of Unique tractor rear mount 'VFA' type boom mowers that enable quick and easy attachment or removal from the tractor to then carry out the customers boom mowing operations while its variable forward boom makes operation ergonomically comfortable thanks to its ability to position the attachment mid way forward on the tractor. One of our most innovative products are our 'Flailbot' Remote Controlled Slope machines that enable our government entities to improve their health and safety when operators are working on embankments, operations like slope mowing, brush cutting and stump grinding can be done in complete safety and by removing the operator away from the danger area. Also, Bomford offers the revolutionary 'RLP' range of Roadmaster & Knucklehead attachments that enable government entities through RLP's trademarked 'Evolution Program' to utilize just one tractor & one operator for not only Boom Mowing but also to attach the RLP Roadmaster and its Knucklehead attachment to reclaim their gravel berm road edge right of way saving vast amounts of resources compared to traditional methods of laying berms with new gravel	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Bomford is continually offering vegetation control solutions that avoid the usage of herbicides, by offering our Remote Controlled Flailbot we enable our customers to cut areas that would normally been controlled by other means, also machines like our guard rail mower can cut grass guard rails avoiding chemical usage. In addition we offer all of our machines with the option of bio degradable hydraulic oil to prevent ground contamination associated with conventional oils, plus all our products have a powder coat paint system is much more environment friendly over conventional paint methods. With regard to the RLP Roadmaster this product greatly reduces resources by actually reclaiming resources already present and in addition improves road berm drainage to control the surface water.	*
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.	As Bomford is as mentioned part of the Alamo Group I have attached a letter (Additional Documents) detailing the 'Alamo Group UK sustainability business statement' that details a number of goals to be achieved by 2030 including CO2 emissions per product shipped, Recycling, Energy Consumption, Water usage, waste material, Renewable energy goals.	*
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?	<p>Bomford Turner is unique in offering the following products and rights of way equipment solutions ..The Bomford VFA range of Boom Mowers available from 10 feet up to 29 feet reach with our unique 'variable forward arm' technology enabling a boom arm system to be rear mounted onto rear tractor 3-point system (or the Bomford quick attach axle mount) but enabling a mid-mounted position of the flail head cutter providing the operator with much better visibility courtesy of its boom movement of up to 6ft forwards or 3 ft backwards off its centre line position. The rear mount system in either its 3-point or quick attach axle mount system can be attached or removed in 20 mins enabling other equipment to also be utilised by the customers tractor saving huge costs against equivalent competitors with their solid mounted mid-mount systems that cannot allow the tractor to be uncoupled for other jobs, in addition the Bomford VFA boom mowers will allow simultaneous use of a front loader which our Mid-Mount competitors are not able to. Lastly Bomford rear mounted boom mowers will all fit easily with no complications to Tier 4 final Tractors that have larger exhaust systems with DPF etc, none of our equipment will interfere with that.</p> <p>The Bomford Flailbot is the latest development in remote controlled slope mowers enabling our customers to carry out all types of work on steep embankments & areas of difficult access safely. Bomford Flailbot is more than a slope mower with its Perkins diesel powered 50hp providing hydrostatic driven low ground pressure tracks on slopes up to 55 degrees. It also has an impressive range of attachments thanks to its generous flow and high-pressure auxiliary hydraulic system for handling all jobs from brush cutting to stump grinding, snow removal, sweeping, front loader, guard rail mowing, spraying and cultivating / soil preparation. The Flailbot is not only a more cost efficient solution for our customers it is an absolute essential consideration with regard to health & safety and employee welfare.</p> <p>The Bomford / RLP 'Evolution Program ' including the (RLP) Road Master & Knuckle Head a revolutionary system for regenerating and re-claiming the rights of way road berms, with its tungsten carbide tipped rotor bringing back gravel resources already laid and then reforming the road berm to make the road safe and free of drainage issues. Our partner RLP holds a Patent for its "Evolution Program" by offering a range of equipment that is a one operator one tractor system all mounted to either the 3-point system or axle brackets of the tractor enabling the customer to switch between Boom Mower, Road berm Refurbishing, Flex wing mower etc compared to more traditional Boom Mowers for example that are permanently attached to the tractor and so unable to use other equipment. This system also leaves the tractor free for a Front Loader and other attachments to complete other tasks .</p>	*

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.	<p>Due to most of the products Bomford Turner offer being mounted on a tractor type vehicle, we have to rely on the safety systems that are built into these vehicles, such as ROPS and cab protection for the operator. In regard to the actual operation of the Bomford Turner machines, they are always supplied with a stand alone control system that has a variety a safety systems included, such as auto stop, multi-functional locking of the controls and safety shut off's where needed.</p> <p>The cutting heads we fit to the Bomford Turner Boom mowers have fully controlled and tested guarding systems, to stop debris from being thrown at the operator or anyone close by - we also state in our operation manuals that you must operate in safety exclusion zones to restrict the opportunity for harm.</p> <p>Bomford Turner slope mower 'Flailbot' has additional, high specification safety features due to the type of operation and environments they can be working in. These are such as engine shutdown for high temperature or fluid levels, full engine guarding, roll over protection system with automatic engine shutdown, electric sensors for over gradient working conditions and automatic throttle control when maneuvering the Flailbot.</p>
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.	<p>As said above, the Bomford Turner product range all has its own operation and control systems supplied with the specific machine models, but in most cases we are fitting these products to vehicles that have their own ergonomic features (in most cases they are being fitted to existing vehicles).</p> <p>The operation systems that are supplied with Bomford Turner machines are bespoke and will be fully adjustable to suit the operator or the specific application. A variety of joystick controls are available to choose from, all of which can be programmed by the operator to the individual requirements.</p> <p>The digital screen we offer within the control systems give the operator full control of all the machine, along with real-time display features to allow safe operation of the products.</p>
48	Describe the serviceability of the products included in your proposal (parts availability, warranty, and technical support, etc.).	<p>Bomford Turner Warranty covers both parts and labour incurred costs to cover any defects in manufacture subject to Bomford Turner warranty policy. (a copy of which uploaded into 'Additional document upload' section). With the support of our specialist dealers we offer technical support alongside any Bomford Product that would be in service across the USA and Canada.</p> <p>As mentioned in other sections of this bid, we have expertly placed support networks across the territories for servicing and parts - we also have a National Parts Hub located in Ohio, with our Gold dealer, RL Parsons who always have an extensive parts stock that can service all needs across the country when needed.</p> <p>More localised dealers will also carry stock that will be specific to the Bomford Turner machines within the locality, at Bomford Turner we work very closely with our partners to make sure that the correct level of parts inventory is available.</p> <p>Bomford Turner also has a industry leading interactive 'Bomford Plus' portal within the company web site meaning a lot of information is available 24 hours a day / 365 days of the year to our dealers and customer users like our parts ordering, warranty management, technical information, account management, service bulletins etc.</p> <p>Also our QR coded serial plates will not only take you to our parts information specific to the machine but it will also guide you to our support contacts, likewise Bomford has its Parts & Service support contacts listed on our web site as well so we are able to answer queries from both dealers and end users quickly and efficiently.</p>

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 resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Due to our business being located outside of the USA (United Kingdom), Bomford Turner comply with all the relevant UK laws which include anti-discrimination which address the these points.	*
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Due to our business being located outside of the USA (United Kingdom), Bomford Turner comply with all the relevant UK laws which include anti-discrimination which address the these points.	*
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Due to our business being located outside of the USA (United Kingdom), Bomford Turner comply with all the relevant UK laws which include anti-discrimination which address the these points.	*
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Due to our business being located outside of the USA (United Kingdom), Bomford Turner comply with all the relevant UK laws which include anti-discrimination which address the these points.	*
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Due to our business being located outside of the USA (United Kingdom), Bomford Turner comply with all the relevant UK laws which include anti-discrimination which address the these points.	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Due to our business being located outside of the USA (United Kingdom), Bomford Turner comply with all the relevant UK laws which include anti-discrimination which address the these points.	*
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Due to our business being located outside of the USA (United Kingdom), Bomford Turner comply with all the relevant UK laws which include anti-discrimination which address the these points.	*
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Due to our business being located outside of the USA (United Kingdom), Bomford Turner comply with all the relevant UK laws which include anti-discrimination which address the these points.	*
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Due to our business being located outside of the USA (United Kingdom), Bomford Turner comply with all the relevant UK laws which include anti-discrimination which address the these points.	*

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 *	
58	Describe your payment terms and accepted payment methods.	Bomford Turner sells through its dealer network and so it would be typical for most of the Bomford dealers to offer 30 days payment terms from the day the equipment is delivered.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	All leasing or financing services are available through the Bomford dealer network, each dealer has usually this facility covered through their own chosen finance companies. We will promote to our dealers, the Sourcewell-awarded vendor NCL as a good option for their customers.	*

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.	<ul style="list-style-type: none"> - Bomford Sales Quotation Form (Sourcewell unique from our standard quotation forms) - Bomford Purchase Order Form (Sourcewell unique from our standard PO forms) - Bomford sales acknowledgment - Bomford Invoice 	*
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?	Sourcewell members will be placing orders with their local Bomford dealer. Decisions on acceptable methods of payment is left to the discretion of each dealership.	*
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.	Bomford Turner is offering, through this proposed Sourcewell contract, substantial discounts off our current MSRP of 18% - 23% depending on quantity of units (whole machine) that a particular customer orders.	*
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.	Bomford Turner is offering Sourcewell and its member entities a substantial 18% discount from our current MSRP list (this was previously 15% for Gov't contracts) ,this will be for all States and Canadian provinces & be inclusive of shipping from the UK up to the supplying dealer.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	<p>If a customer orders 2 x quantity we offer extra 2% (total 20%)</p> <p>If a customer orders 4 x quantity we offer extra 3% (total 21%)</p> <p>If a customer orders 6 x quantity we offer extra 5% (total 23%)</p>	*
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.	Bomford dealers at their discretion may include 'Sourced or Open Market Goods' within their Bomford equipment contract sale. The price level for these goods will be 'competitive' and 'Best Value' and will be clearly defined within the sales quotation. The Sourced Goods will only be permitted if required as part of /complementary to the Bomford equipment, additionally dealers are responsible for quoting both Contract number and entity membership number on its quotations and documentation. With regard to potential 'Sourced Goods' Bomford itself shall not seek profit from these goods likewise shall not be responsible for any potential revenue share or commissions payable on that portion of the consignment.	*
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.	Bomford Turner equipment is supplied at Sourcewell discount prices FOB Dealer location, inclusive of pre-delivery inspection, install of the equipment onto the tractor (with the exception of Boom Mowers) at the dealer location & inclusive of operator familiarization and safety training. Additional costs will apply for the install of Boom Mowers to a customer tractor these are defined on our price list as \$995 for 3-point linkage mounted Boom Mowers and \$1,975 for larger axle mounted Boom Mowers, additionally regarding any final delivery and any potential install & training at the customer location (should this be required) will be clearly itemized on the sales quotation. Lastly any install at the dealer location that requires a collection of the customers tractor will also be an additional cost.	*
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.	Sea Freight from the Bomford Factory to the supplying dealers address is included within our pricing (as FOB at the Bomford Dealer Address). Any requested final destination delivery from the dealer to the Government entity address is an additional cost and will be itemized in all quotations provided by the Bomford dealer.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Bomford Turner is currently set up and active to cover most Provinces within Canada through its very established dealer network, For Hawaii and Alaska Bomford will either offer FOB terms to the nearest dealer, or if requested at the time of quotation or prior to order the products to these members may be shipped from the factory direct to the Sourcewell member entity. In this scenario the member entity will be responsible only for the cost difference between FOB to the dealer versus cost of freight to their location.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In most cases the product may already be held within the Bomford dealers inventory, if we need to supply from the UK we would deliver to the dealer at no extra cost to the government entity (this cost is covered within the dealer margin) .In some cases we are able and willing to deliver direct to a customer address should it be deemed to be advantageous or time saving. Bomford has a wealth of experience in sea freight and transport which ensures its goods are packaged correctly regardless of part load (LCL) crated or full Container loads in addition we work in partnership with Alliance shipping who offer a high level of service to our US and Canadian dealers having their own broker office based in Georgia.	*

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.	All Sourcewell activity will be managed by myself (Craig Whiting) and will have both specific quotation & purchase order documents that will carry a unique prefix all the way through to final invoice, no order will be accepted without correct quotation and purchase order form. All Sourcewell offers will be driven from the controlled price list distributed & managed by myself, all Sourcewell orders will also be checked against the mandatory quotation process and the price list for value match and that they carry the contract number. PO's will the prefix number to alert our sales administration team to file each order and collate all of the documents from each quarter into an internally accessible file so that the revenue recognition report can be sent to Sourcewell on the required dates.	*
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.	Bomford already has detailed sales reporting every month that illustrates various sales related data per region (USA & Canada), we plan to have an additional 'Sourcewell' line in our sales reports that will show against the rest of that regions regular business. Additionally this will assist our quarterly revenue reporting back to Sourcewell to ensure values match.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Bomford Turner is proposing an overall 1% of all of its sales generated from and through the Sourcewell Contract, this is a continuation of what we have been offering since our last Sourcewell contract acceptance and we plan to carry this forward into the new contract period.	*

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.	Bomford is offering a discount level 3% or deeper off MSRP than we offer on other government contracts. Unique to this offering, we are including freight FOB to the local Bomford Dealer in our product pricing.	*

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.	<p>Bomford Turner offers Governmental Customers a widest range of Vegetation control and Road Rights of Way Maintenance Equipment solutions in a number of category's.</p> <p>1) Boom Mowers for tractor mounting, a large range that can be suitable for tractors ranging from 25 HP up to 300 HP, reaches of 10ft up to 29ft. these Boom Mowers are unique particularly our range of VFA models (Variable Forward Arm) that enable the machine to be rear mounted on the tractor, yet its variable forward arm puts the cutting attachment in the middle of the tractor to provide excellent vision for the operator. Most of our Boom Mowers are available as either 3-point linkage mounted or our unique axle mounting system that enables maximum rigidity, yet still can be removed and installed to any tractor within 20 to 30 minutes. Our ICS control (intelligent control system) enables the operator to fine tune the responsiveness of the boom and to match it to any job or customer preference, in addition we have the widest choice of Boom Attachments from Rotary Cutters, Flail heads, Sickle bars, Pro-Saw, Ditch cleaner and weed brushes. Bomford VFA Boom Mowers are also part of the RL Parsons (RLP) "Evolution Program" offering customers multi usage from their tractor particularly popular with smaller governmental entities.</p> <p>2) Remote Control Technology, Bomford Flailbot range provides Diesel powered tool carriers on low ground pressure tracks to scale embankments of up to 55 degrees. This provides solutions for our governmental customers who are looking to improve on their health & safety compliance and employees welfare by removing workers from dangerous slopes or using inferior equipment not designed for steep and slippery gradients. Our class leading Flailbot original with its 50hp tier 4 final Perkins engine will tackle anything from grass to brush cutting plus a range of other 18 other hydraulically driven attachments including snow blowers and front loaders.</p> <p>3) The 'RLP Roadmaster' as part of the (RLP) "Evolution Program" is being offered in accordance with a formal agreement (see attached MOU letter) between Bomford Turner and its Mid-West distributor and current contract holder RL Parsons. The Road Master with its patent protected Knuckle Head in conjunction with the Evolution program (trademarked) that enables just 1 x tractor and 1 x operator for both their boom mowing and road berm rights of way maintenance saving our smaller governmental customers like townships and counties tens of thousands of dollars by better utilizing their tractor for more tasks & operations. The Road Master with its Knuckle Head is revolutionary with its tungsten carbide toothed rotor having the ability to bring up previously laid gravel road shoulders and re-profile them back to their original form without the expense of putting fresh gravel down on their berms, The Roadmaster in conjunction with Bomford VFA boom Mowers combines the unique "Evolution Program" package.</p> <p>4) Bomford offers a high-quality range of Flail & Rotary mowers for both rear and front mounting to tractors, while we recognize customers like to combine Boom Mowers (traditionally Mid-Mount) with their 'In Behind' Flail Mower, Bomford offers a different combination of VFA Boom Mower on the rear and a Front Mounted Flail Mower on the tractor front linkage. This enables better front & rear balance of the tractor plus the front mower is working and cutting in front of the tractor wheels rather than running over the grass first then cutting.</p> <p>5) Buccaneer Mulchers, Bomford offers a complete range of both tractor mounted and hydraulically driven mulchers with a choice of swinging hammers or fixed tungsten carbide teeth for control of heavier vegetation.</p> <p>6) Dyna-Drive cultivator is a unique type of tiller that is land driven, it combines a ground engaging front rotor to break up the soil and provide drive to the rear tined rotor that's driven 3 x the speed, finally a rear crumbler or packer roller follows enabling a perfect seed bed to be produced, this can be a valid machine for customers wishing to either re-seed their rights of way green areas or improve on their drainage.</p> <p>Please refer to our product brochures uploaded</p>
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>A. Boom Mowers, B. Remote Controlled Slope Mowers. C. Rights of Way Road Berm Reclaimer D. Rotary Mowers & Flail Mowers, E. Cultivators / Tillers, Mulchers, & Sprayers. F. Rotary Ditch cleaner, Offset Flail ditch bank mowers.</p>

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	Bomford confirms that it offers all of this equipment with no exception	*
77	Brush cutters	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bomford Turner does not offer handheld brush cutters, but we can offer a boom mower attachment that serves as a brush cutter	*
78	Seeders, tillers, mulchers, and sprayers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bomford is offering Tillers & Mulchers however sprayers only available on our Remote Control range and seeders are not offered	*
79	Erosion stabilization and prevention products	<input checked="" type="radio"/> Yes <input type="radio"/> No	Parsons (RLP) Road Master & Knuckle Head road berm refurbisher	*
80	Ditch maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bomford offers both Ditch bank mowing machines though we also offer a ditch cleaning attachment to our Boom Mower	*
81	Dust abatement water trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	Bomford Turner does not offer dust abatement water trucks	

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

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - Bomford Sourcwell PL 2025.zip - Monday March 24, 2025 11:23:17
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Monday March 24, 2025 11:23:48
- [Marketing Plan/Samples](#) - Marketing Plan Examples.zip - Monday March 24, 2025 11:49:28
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Monday March 24, 2025 11:34:34
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Upload Additional Documents.zip - Monday March 24, 2025 11:42:08

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. - Craig Whiting, Export Sales Manager, Bomford Turner Ltd

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.		