

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

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcwell

Bomford Turner Limited

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
8/6/2021 | 7:30 AM CDT
Date: _____

DocuSigned by:
James Cuthbertson
By: E94EE519188F4B7...
James Cuthbertson
Title: Director of Operations
8/12/2021 | 5:03 AM PDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
8/12/2021 | 7:59 AM CDT
Date: _____

RFP 070821 - Road Right-of-Way Maintenance Equipment

Vendor Details

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

Submission Details

Created On: Monday May 24, 2021 03:01:44
Submitted On: Wednesday July 07, 2021 13:51:48
Submitted By: Jim Goddard
Email: jgoddard@bomford-turner.com
Transaction #: 6d8c1848-5d11-4983-af88-0d350e7b33f4
Submitter's IP Address: 86.183.151.212

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Bomford Turner Limited
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Bomford Turner Limited is a daughter company of and part of the Alamo Group based in Texas.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	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. Bomford Turner Limited and Bomford Turner (1954) Limited up to the end of 2020 were separate companies (one was manufacturing the other sales and marketing) but from January 2021 these were merged as one company 'Bomford Turner Limited' Refer to Company Registration Letter Uploaded 'Additional Documents'
4	Proposer Physical Address:	Station Road, Salford Priors, Evesham, Worcestershire, WR11 8SW, United Kingdom
5	Proposer website address (or addresses):	www.bomford-turner.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name - Mr James Cuthbertson Title - Director of Operations Email - jcuthbertson@bomford-turner.com Phone +44 (0)1789 773383
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name - Mr Jim Goddard, Title - Business Development Manager, email - jgoddard@bomford-turner.com Phone- 830 327 2400
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name Mr Greg Haglin Government Solutions Team Phone 218 296 0243 email bomford@govsolutionsteam.com Name - Mr Craig Whiting Title - Export Manager email - cwhiting@bomford-turner.com phone - +44 (0)1789 773383

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	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 world wide 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)
10	What are your company's expectations in the event of an award?	In the event of a contract award, we will greatly expand on our past 4 years with Sourcewell. Approaching this contract award from the manufacturer level this time, 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, and the most advantageous programming for our dealer network. We have structured this pending contract for success.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Bomford has included its latest set of trading accounts for 2019 along with two letters from some of our main suppliers, I have also included a letter from our France Distributor with whom we have traded with for over 50 years. . 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.
12	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 .. 10-12% (Diesel Category) Rotary & Flail Mowers ... 2-3 %
13	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 %
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Bomford Turner Limited has never been or ever petitioned for bankruptcy
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	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 though 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 are current Sourcewell Contract holder and with whom we have partnered for over 50 years, Parsons is also the manufacturer of the (RLP) range of RoadMaster and KnuckleHead '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.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Bomford Turner Limited is a ISO 9001:2015 compliant company (valid until March 2024) 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 RoadMaster & Evolution Program Patent protected #8992119 Fema, this business relationship explained in the attached Memorandum of Understanding in 'additional documents' section.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Bomford Turner Limited has no record of Suspension of Debarment

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Bomford Turner received gold medal at the Royal Welsh Show in 2016 (see Document in Additional Uploads) for the introduction of the innovative Bomford Flailbot, this product enables our government customers to improve and enhance their health & safety compliance. Also the Innovative RLP Roadmaster & KnuckleHead products have Patents #8992119, Fema.
19	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
20	What percentage of your sales are to the education sector in the past three years	Bomford products are most typically sourced by governmental agencies.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buy Board Bomford only acquired this contract in 2020 and so annual sales are less than \$200,000 / Year currently Ohio State Contract Bomford has held this contract for the last 5 years with annual sales approx. \$500,000 per year. Activity through state and regional contracts has decreased because our Mid-West distributor RL Parsons (Hold existing Sourcewell Contract) transferred many customers over to Sourcewell from other contracts.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Bomford has no GSA contract

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Champaign County Engineer, 428 Beech St. Urbana, Ohio	Stephen McCall P.E., P.S.	937- 653- 4848 x0
Township Of Langley, British Columbia, Canada	Mike Parenteau - Feet Manager	604 532-7335
City of West Lafayette, Indiana	Ben Anderson - Road Superintendent	765-404-8441

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Indianapolis	Government	Indiana - IN	Highway Mowing	\$60,000	\$180,000
USDA Forest Services, Vallejo, CA	Government	California - CA	Forestry Road Mowing, Maintaining firebreaks	\$144,000	\$288,000
Ohio Department of Transportation	Government	Ohio - OH	Highway Embankment Mowing	\$90,000	\$180,000
Minnesota Dept of Transportation	Government	Minnesota - MN	Highway Mowing	\$70,000	\$120,000
Township of Langley	Government	BC - British Columbia	Municipal Operations including roads maintenance, Water, Parks etc	\$80,000 (CAD)	\$200,000 (CAD)

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

25	Sales force.	<p>Our front-line sales force is our vast sales network of the 34 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 Jim Goddard territory based 'Business Development 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 Craig Whiting office based 'Export Manager' responsible for overall Export Sales, Jim is working alongside Craig with regard to fiscal management of North America and marketing budgets. Craig will also periodically accompany Jim on business trips and dealer visits.</p> <p>Mr James Cuthbertson office based and Director of Operations at Bomford, 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 Tom Dale 'Export Sales Admin' who works day to day with our USA & Canadian dealers to provide updates on order status and makes shipping arrangements. Tom will be responsible for ensuring that all Sourcewell orders follow procedure.</p> <p>Ms Debbie Winters administration manager who takes care overall running of the sales office, Debbie also controls the factor order loading and is responsible in ensuring our machines are available for despatch on time.</p> <p>Ms Susie Beauclair, Sales and Marketing, Susie administrates all sales enquiries and provides marketing material to dealers plus booking of shows and events. Susie is also the secretary to James and Craig and can be reached to assist with all nature of enquiries.</p>
26	Dealer network or other distribution methods.	<p>Bomford has 26 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. 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>
27	Service force.	<p>Again our 34 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 Mr Rory Stowe Parts coordinator</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 30+ years of experience and electrical / hydraulic expertise.</p>
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>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.</p> <p>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 Eq (Canada) to receive additional advice and support at www.bomford-turner.com/contact-us/service</p>
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>In the event of a Sourcewell award, 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.</p>
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>In the event of a Sourcewell (Canoe) award, 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.</p>
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>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.</p>
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>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.</p>

33	Define any specific contract 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 in Washington 'Farmers Equipment' who have experience in supporting Alaskan customers. Delivery costs for these states defined in table 11
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Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	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. In the event of an award 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
35	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.
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, 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.
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	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 8: Value-Added Attributes

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	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.
39	Describe any technological advances that your proposed products or services 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.
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	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 be 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.
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	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 2025 including CO2 emissions per product shipped, Recycling, Energy Consumption, Water usage and Renewable energy goals.
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Bomford although a UK located business it is part of the Global US based Alamo Group therefore compliant with all legislation surrounding diversity and inclusion, including Equality Act 2020 and Equal Opportunities legislation to name a few.
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Bomford Turner is unique in offering the following products and rights of way equipment solutions .. The Bomford VFA range of Boom Mowers available from 16 feet up to 26 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 un coupled 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. 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. The Bomford / RLP 'Evolution Program ' including the (RLP) RoadMaster & KnuckleHead 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 .

Table 9: Warranty

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

Line Item	Question	Response *
44	Do your warranties cover all products, parts, and labor?	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 warranty section)
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty covers all defects in material and workmanship, warranty does not apply to any part of the goods, which has been subjected to improper or abnormal use, negligence, alteration, modification, fitment of non-genuine parts, accident damage, or damage resulting from contact with overhead power lines, damage caused by foreign objects (e.g. stones, iron, material other than vegetation), failure due to lack of maintenance, use of incorrect oil or lubricants, contamination of the oil, or which has served its normal life. This warranty does not apply to any expendable items such as blades, belts, clutch linings, filter elements, flails, flap kits, skids, soil engaging parts, shields, guards, wear pads, pneumatic tyres or tracks.
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Besides an hourly labour rate for technicians time to inspect and repair our equipment Bomford also allow a mileage allowance to our dealers of up to 80 miles, whilst mileage is reimbursed we do not pay for technicians travel time.
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Although Bomford don't have dealers in every state if in the event of supplying a unit out of state then we would normally ask the government entity to have their local tractor dealer carry out their warranty repair and then we would reimburse them. this occurrence however would be extremely rare.
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Bomford Turner Ltd is the original equipment manufacturer and administrates it own warranty, the only exception to this is the (RLP) Roadmaster product that is coming from RL Parsons Partnership (our Ohio Dealer) and so warranty for this product would be supported by Parsons directly to the dealer supplying.
49	What are your proposed exchange and return programs and policies?	If any of our products are found to be defective with manufacturing defect then our dealers have the responsibility to make the repair or change the part as they see fit, if any part of the equipment is required to be returned to Bomford then the dealer will take care of removing from the machine & returning it to Bomford ensuring minimal downtime.
50	Describe any service contract options for the items included in your proposal.	Service contract Options are available through our dealers upon request and at their discretion also subject to that dealers costs and rates depending on locality.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	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.
52	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.
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Sourcewell member agencies will place their orders with their local Bomford dealer, keeping their local tax dollars in their local economy. Bomford will have specific quotation and purchase order documents with the Sourcewell contract number that must be used by our dealers when they are working with Governmental entities who wish to procure through Sourcewell. Bomford will then have clarity from dealers as to which orders are linked to Sourcewell. these orders will have a unique reference number and collated in a shared file for authorized personnel in our company to administrate on a certain date of each quarter we will easily be able to report sales to Sourcewell.
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<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
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	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.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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 Sourcwell contract, substantial discounts off our current MSRP of 18% - 23% depending on quantity of units (whole machine) that a particular customer orders.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Bomford Turner is offering Sourcwell 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.
58	Describe any quantity or volume discounts or rebate programs that you offer.	If a customer orders 2 x quantity we offer extra 2% (total 20%) If a customer orders 4 x quantity we offer extra 3% (total 21%) If a customer orders 6 x quantity we offer extra 5% (total 23%)
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	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.
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Bomford Turner equipment is supplied at Sourcwell 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 \$800 for 3-point linkage mounted Boom Mowers and \$1,500 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.
61	If freight, delivery, or shipping is an additional cost to the Sourcwell 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.
62	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 sourcwell 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.
63	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.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	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 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All Sourcewell activity will be managed by myself (Jim Goddard) 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.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	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.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Bomford Turner is proposing an overall 1% of all of its sales generated from and through the Sourcewell Contract.

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<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, Sickel 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 RoadMaster with its patent protected KnuckleHead 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 RoadMaster with its KnuckleHead 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>
69	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 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments	
70	Flail, boom, rotary, wing, sickle, and slope mowers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bomford confirms that it offers all of this equipment with no exception	*
71	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	*
72	Erosion control equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Parsons (RLP) RoadMaster & KnuckleHead road berm refurbisher	*
73	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 Mowers	
74	Signage, signals, and message boards	<input type="radio"/> Yes <input checked="" type="radio"/> No	Bomford not offering this equipment	*
75	Radar equipment, traffic cameras or traffic sensors	<input type="radio"/> Yes <input checked="" type="radio"/> No	Bomford not offering this equipment	*
76	Other road right-of-way maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	(RLP) RoadMaster & KnuckleHead is a unique piece of equipment designed to re-profile the Rights of way gravel berms saving Government entities a lot of time cost and resources compared to other methods of road berm maintenance	*

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

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

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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

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

- [Pricing](#) - BomfordSourcewellPriceFiles.zip - Wednesday July 07, 2021 08:35:51
- [Financial Strength and Stability](#) - FinancialStrengthStability.zip - Monday July 05, 2021 08:31:48
- [Marketing Plan/Samples](#) - BomfordProductBrochures.zip - Tuesday July 06, 2021 09:06:28
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Q44 Bomford Turner Warranty Policy 2021 - ENGLISH EXPORT Jan 21.pdf - Monday July 05, 2021 08:35:28
- [Standard Transaction Document Samples](#) - TransactionSampleDocuments.zip - Monday July 05, 2021 08:35:54
- [Upload Additional Document](#) - AdditionalDocumentsBomford.zip - Monday July 05, 2021 08:49:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - James Cuthbertson, Director of Operations, Bomford Turner Limited

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Road_ROW_Maintenance_Eqpt_RFP_070821 Fri June 18 2021 05:04 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Road_ROW_Maintenance_Eqpt_RFP_070821 Thu June 17 2021 06:20 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Road_ROW_Maintenance_Eqpt_RFP_070821 Wed June 16 2021 05:21 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Road_ROW_Maintenance_Eqpt_RFP_070821 Wed May 26 2021 04:28 PM	<input checked="" type="checkbox"/>	1