

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 10/07/25



Resolution



Ordinance

Contact/Prepared By: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with Deere & Company, for

grounds maintenance equipment and related attachments for the Department of General Services.

Submitted to Planning Commission? ☐ N/A ☐ Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: \_\_\_\_\_ Requested By: \_\_\_\_\_

Affected Department(s): \_\_\_\_\_ Affected Council District(s): \_\_\_\_\_

**Legislative Category (check one):**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant                       | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

<p><b>FINANCE</b>      Amount +/-: \$ _____</p> <p><b>Funding Source:</b>      Capital Improvement Budget  Capital Outlay Notes  Departmental/Agency Budget  Funds to Metro  General Obligation Bonds  Grant  Increased Revenue Sources</p> <p>Approved by OMB: <u>Elizabeth Jefferson</u></p> <p>Approved by Finance/Accounts: _____</p> <p>Approved by Div Grants Coordination: _____</p>	<p><b>Match: \$</b> _____</p> <p>Judgments and Losses  Local Government Investment Project  Revenue Bonds  Self-Insured Liability  Solid Waste Reserve  Unappropriated Fund Balance  4% Fund  Other: _____</p> <p>Date to Finance Director's Office: <u>9/10/2025   3:05 PM CDT</u></p> <p><b>APPROVED BY</b></p> <p><b>FINANCE DIRECTOR'S OFFICE:</b> <u>Jennine Reed/mjw</u></p>
---	--

<b>ADMINISTRATION</b>	
Council District Member Sponsors: _____	
Council Committee Chair Sponsors: _____	
<b>Approved by Administration:</b> _____	<b>Date:</b> _____

<b>DEPARTMENT OF LAW</b>	
Date to Dept. of Law: _____	Approved by Department of Law: _____
<b>Settlement Resolution/Memorandum Approved by:</b> _____	
Date to Council: _____	For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

Resolution No. \_\_\_\_\_

A resolution accepting the terms of a cooperative purchasing master agreement with Deere & Company, for grounds maintenance equipment and related attachments for the Department of General Services.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County ("Metro") to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between Sourcewell, a state of Minnesota local governmental agency, and Deere and Company, a copy of which is attached hereto and incorporated herein; and,

WHEREAS, Metro's participation in this out-of-state master agreement is limited to a term that will not exceed sixty months; and,

WHEREAS, this master agreement was requested by the Department of General Services but is available to all Metro departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between Sourcewell, a state of Minnesota local governmental agency, and Deere and Company, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland

Dennis Rowland  
Purchasing Agent

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Jenneen Reed

Jenneen Reed, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

Macy Amos

Assistant Metropolitan Attorney

INTRODUCED BY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Member(s) of Council

**grace.wichert@nashville.gov**

Grace Wichert

Submission Date                      Aug 28, 2025 3:57 PM

What is your name?                      Grace Wichert

What is your department?              General Services- Office of Fleet Management

What is your email address?           [grace.wichert@nashville.gov](mailto:grace.wichert@nashville.gov)

What is your phone number?           (615) 862-5084

In addition to your department,  
will other Metro departments  
be utilizing this cooperative?        Yes.

If other Metro departments will  
be utilizing this cooperative,  
list them here:                      Metro-Wide

How much do you estimate  
spending on this cooperative  
contract?                              1,000,000.00

What is the cooperative entity?       Cooperative - Sourcewell.

What is the lead agency?              Sourcewell

Who is the supplier?                    Deere & Co

Is the supplier registered in  
iSupplier?                              Yes.

If yes, what is the supplier's  
ISN?                                      23386

What is the contract number?        112624-DAC

When did the contract start? Jan 29, 2025

When does the contract end? Jan 31, 2029

What was the solicitation method for this contract? RFP - Request for Proposal.

What is the good/service that this cooperative will be utilized to purchase? Grounds Maintenance and related attachments

Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB? The current SWC for Deere & Co does not cover all of the Grounds Maintenance Equipment and specialty attachments that Metro utilizes. Utilizing the Sourcwell Deere & Co Grounds Maintenance contract will provide greater availability and allow for additional purchasing options.

Upload the original contract from the lead agency.



Deere Contract 112624.pdf  
474.4 KB



112624-DAC Price Information.pdf  
59.11 KB

Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080? No.

This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law. Yes.

I accept the terms of this contract without exception. Yes.

Upload the formal solicitation (RFP/ITB) from the lead agency.



Prop. Eval.-Grounds Maintenance 112624.pdf  
129.23 KB



Prop. Opening Record-Grounds Mainten....pdf  
96.29 KB



RFP and Addendums-Grounds Maintena... .pdf  
451.22 KB



Proof of Publication-Grounds Mainten....pdf  
5.25 MB



Comment and Review-Grounds Mainten... .pdf  
202.47 KB



Board Resolutions.pdf  
9.81 MB

This solicitation was  
advertised, open, and  
unrestricted.

Yes.

I have confirmed with both my  
department finance manager  
and/or OMB budget analyst  
sufficient fund availability for  
this request.

Yes

I affirm that I am authorized by  
the appropriate individuals in  
my department, including my  
director or their designee, to  
submit this cooperative  
request.

Yes



## Cooperative Request Review

This cooperative request for **grounds maintenance from Deere and Company via Sourcewell contract #112624-DAC** is recommended for approval.

The anticipated project value is **\$1,000,000.00**. The estimated savings to Metro via this cooperative are **\$195,071.00**

The cooperative was requested by **General Services**; use will be available to all Metro entities.

Council approval of the master agreement is required.

### Legal Justification

**T.C.A. § 12-3-1205 & MCL 4.12.093** authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by **Sourcewell**; the lead agency is **Sourcewell**. **Sourcewell** is a public institution in **Minnesota** that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 56 offers**.

### Regulatory Justification

**R4.12.090.05** of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for services. This meets the standard as defined by the regulations.

### Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**18% average off MSRP**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$195,071.00.**

### Impact on Minority & Women Owned Businesses

Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Kristin Butler  
09/03/2025



Cooperative Request Signature Form

Co-Op Request Number	C2026023
Date Received	August 29, 2025

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland   
Dennis Rowland  
Purchasing Agent & Chief Procurement Officer

9/4/2025 | 8:10 AM CDT  
Date Signed





**RFP #112624**  
**REQUEST FOR PROPOSALS**  
**for**  
**Grounds Maintenance Equipment and Related Attachments**

**Proposal Due Date: November 26, 2024, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Grounds Maintenance Equipment and Related Attachments to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 26, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SOLICITATION SCHEDULE**

Public Notice of RFP Published:	October 8, 2024
Pre-proposal Conference:	November 5, 2024, 10:00 a.m., Central Time
Question Submission Deadline:	November 18, 2024, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>November 26, 2024, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	November 26, 2024, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

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 facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and master agreement expanding the reach of awarded suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING MASTER AGREEMENTS

In the United States, Sourcewell's master agreements are available for use by:

- Federal and state government entities<sup>1</sup>;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's master agreements are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;

---

<sup>1</sup> Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
  - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
  - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
  - Indigenous self-governing bodies;
  - Airport authorities;
  - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
  - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

## **II. SOLICITATION DETAILS**

### **A. SOLUTIONS-BASED SOLICITATION**

This RFP and master agreement award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

### **B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES**

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Grounds Maintenance Equipment and Related Attachments, such as:
  - a. Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;
  - b. Irrigation and aeration equipment, systems, parts, and installation; and
  - c. Beach and waterfront maintenance equipment and accessories.

Proposers may include related tools, attachments, parts, accessories, and services related to the solutions described in subsection 1.a.-c. above, including but not limited to: repair, maintenance, installation, and warranty programs to the extent that these solutions are complementary to the equipment and services being proposed.

2. This solicitation should NOT be construed to include equipment principally intended or designed for highway maintenance or construction, road right-of-way, tree maintenance, or sewer maintenance.
3. The primary focus of this solicitation is on Grounds Maintenance Equipment and Related Attachments. However, this solicitation should NOT be construed to include “attachment only,” “service only,” or “installation only” solutions.

This solicitation does not include equipment, products, or services covered under categories included in master agreements currently maintained by Sourcewell:

- a. Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies (RFP #080521)

- b. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222)
- c. Portable Construction Equipment with Related Accessories and Attachments (RFP #110421)
- d. Ag Tractors with Related Attachments, Accessories, and Supplies (RFP #082923)
- e. Road Right-of-Way Maintenance Equipment (RFP #070821)

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

### C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for a new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.

4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

#### D. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

#### E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

Based on past volume of similar master agreements, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD 160 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

#### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any master agreement award.

#### G. ADDITIONAL CONSIDERATIONS

1. Master Agreements will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.

5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement may be considered in the evaluation of a proposal.

### III. PRICING

#### A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or service. Each line must indicate the proposer's published "List Price," as well as the "Master Agreement Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any master agreement resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the agreed upon price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

#### B. ADMINISTRATIVE FEES

Proposers awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all equipment,

products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

#### **IV. MASTER AGREEMENT**

Proposers awarded a master agreement will be required to execute a master agreement with Sourcwell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Master Agreement reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcwell's standard master agreement terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Documents" section of the "Bid Details" page on the Sourcwell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcwell will be included in the Master Agreement document provided to the awarded supplier for signature.

If a proposer receives a master agreement award resulting from this solicitation it will have up to 30 days to sign and return the master agreement. After that time, at Sourcwell's sole discretion, the master agreement award may be revoked.

#### **V. RFP PROCESS**

##### **A. PRE-PROPOSAL CONFERENCE**

Sourcwell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcwell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcwell's competitive procurement process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcwell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

## B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

## C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

## D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential master agreement award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a master agreement award and may subject the proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

#### F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

#### G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the

opening, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.”

Members of the public may attend the Opening at Sourcewell’s office located at 202 12th Street NE, Staples, MN to hear the results.

## **VI. EVALUATION AND AWARD**

### **A. EVALUATION**

It is the intent of Sourcewell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
  - a. A comprehensive selection of the requested equipment, products, or services;
  - b. A sales and service network ensuring availability and coverage for Participating Entities’ use; and
  - c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

### **B. AWARD(S)**

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

### C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of master agreement award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

### D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any master agreement, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;

- Select, for master agreements or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a master agreement to one or more proposers if it is in the best interest of Participating Entities.

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting master agreement. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



10/9/2024

Addendum No. 1

Solicitation Number: RFP 112624

Solicitation Name: Grounds Maintenance Equipment and Related Attachments

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Does this RFP categories include tractors that can be used for landscaping, mowing, moving materials and grounds maintenance? If so, is there a HP range that is to is included?

**Answer 1:**

Refer to RFP Section II. B. – Requested Equipment, Products, or Services, for guidance on what we are seeking and what is excluded in this RFP.

**Question 2:**

Where should this equipment be delivered?

**Answer 2:**

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, finite quantities, or pre-determined locations. Refer to RFP Section I. A. Sourcewell for more information. Sourcewell participating entities include fifty-thousand public agencies located in the United States and Canada. There is no estimate of participating entity use by service type or category.

---

End of Addendum

Acknowledgement of this Addendum to RFP 112624 posted to the Sourcewell Procurement Portal on 10/9/2024, is required at the time of proposal submittal.



10/16/2024

Addendum No. 2

Solicitation Number: RFP 112624

Solicitation Name: Grounds Maintenance Equipment and Related Attachments

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Is the bidder expected to submit a proposal for a wide variety of equipment of [sic] can the bidder submit a proposal for one type of equipment?

**Answer 1:**

Please reference Sourcewell's Frequently Asked Questions document at <https://cdn.sourcewell.org/public/procurement/procurement-portal-faq.pdf>.

**Question 2:**

Do we have to answer the company information questions for each individual RFP or will our answers be saved for future RFPs?

**Answer 2:**

In the response submission process, proposers may save their progress and come back to it before the response submission deadline. For future proposals, you will not have to re-register, but the system will not retain or auto-fill company information in future responses.

---

End of Addendum

Acknowledgement of this Addendum to RFP 112624 posted to the Sourcewell Procurement Portal on 10/16/2024, is required at the time of proposal submittal.



10/28/2024

Addendum No. 3

Solicitation Number: RFP 112624

Solicitation Name: Grounds Maintenance Equipment and Related Attachments

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Could Sourcewell please clarify the distinction between snow removal equipment categorized under Grounds Maintenance Equipment and Related Attachments and the excluded category of Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222)? Specifically, what criteria will Sourcewell use to determine whether a snow removal product is considered part of this current solicitation or should be classified under the previously awarded RFP #062222?

Section II.B.3.a of the RFP lists Snow and Ice Handling Equipment, Supplies, and Accessories as an excluded category. Could Sourcewell confirm if this exclusion applies only to large-scale municipal snow handling equipment, or does it also encompass smaller snow removal trucks and equipment traditionally used for clearing parking lots, college campuses, or other similar areas?

Given that the current RFP includes Lawn and garden equipment for snow removal, could you provide specific examples of snow removal equipment or attachments that are eligible for this RFP? How should proposers categorize equipment such as plows, or salt spreaders used for clearing parking lots,

college campuses, or other similar areas when there appears to be overlap with equipment covered under RFP #062222?

**Answer 1:**

RFP 062222 for Snow and Ice Handling Equipment, Supplies, and Accessories has a scope of:

*Sourcewell is seeking proposals for Snow and Ice Handling Equipment, Supplies and Accessories, to include equipment and related supplies or accessories designed or principally intended for moving, removing, and controlling snow and ice, such as:*

- a. Plows, blades, wings, blowers, and brooms;*
- b. Spreader or sprayer systems for the application of de-icing or anti-icing solids or liquids and snow melters;*
- c. Dump bodies, specialty equipment, and air or hydraulic systems, related to upfitting or modification primarily for snow and ice handling; and,*
- d. Proposers may include a complementary offering of parts, supplies, and accessories, related to the upkeep, repair, or maintenance of their offering of equipment as described in subsections 1. a. – 1. c. above.*

RFP 112624 includes any snow related items to Grounds Maintenance Equipment and Related Attachments that are not listed in the scope from 062222.

---

End of Addendum

Acknowledgement of this Addendum to RFP 112624 posted to the Sourcewell Procurement Portal on 10/28/2024, is required at the time of proposal submittal.



11/4/2024

Addendum No. 4

Solicitation Number: RFP 112624

Solicitation Name: Grounds Maintenance Equipment and Related Attachments

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Is there an example or definition of attachment as used in II. Solicitation Details, B.3. Grounds maintenance equipment that is separately manufactured and designed to be attached to a skid-steer or tractor are commonly called attachments. Is that what this RFP is seeking to disallow, or does attachment as used here refer to accessories, add-ons or special items that may or may not come with the primary equipment?

**Answer 1:**

Section II. Solicitation Details, B.3 states: "The primary focus of this solicitation is on Grounds Maintenance Equipment and Related Attachments. However, this solicitation should NOT be construed to include 'attachment only,' 'service only,' or 'installation only' solutions."

---

End of Addendum

Acknowledgement of this Addendum to RFP 112624 posted to the Sourcewell Procurement Portal on 11/4/2024, is required at the time of proposal submittal.



11/8/2024

Addendum No. 5

Solicitation Number: RFP 112624

Solicitation Name: Grounds Maintenance Equipment and Related Attachments

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

I am completing this proposal and wanting to see who I should contact about getting an NDA signed so we are able to submit financial data since we are a privately owned company?

**Answer 1:**

Section VI. Evaluation and Award, E. states: "All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting master agreement. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition."

---

End of Addendum

Acknowledgement of this Addendum to RFP 112624 posted to the Sourcewell Procurement Portal on 11/8/2024, is required at the time of proposal submittal.



11/12/2024

Addendum No. 6

Solicitation Number: RFP 112624

Solicitation Name: Grounds Maintenance Equipment and Related Attachments

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Is there an approximate volume of annual sales for this contract for OPE handheld equipment?

**Answer 1:**

Reference the Request for Proposals Document, Section II.E "Estimated Master Agreement Value and Usage" for RFP # 112624 for Grounds Maintenance Equipment and Related Attachments. Sourcewell does not have usage broken down to Outdoor Power Equipment – Handheld Equipment.

---

End of Addendum

Acknowledgement of this Addendum to RFP 112624 posted to the Sourcewell Procurement Portal on 11/12/2024, is required at the time of proposal submittal.

**MASTER AGREEMENT #112624****CATEGORY: Grounds Maintenance Equipment and Related Attachments****SUPPLIER: Deere & Company**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Deere & Company, 2000 John Deere Run, Cary, NC 27513 (Supplier).

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

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

**Article 1:  
General Terms**

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:
- a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;
- b) Irrigation and aeration equipment, systems, parts, and installation; and
- c) Beach and waterfront maintenance equipment and accessories.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

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

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

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of

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

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

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

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

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

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

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

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

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

The Report must contain the following fields:

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

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

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

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

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

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

**19) Grant of License.**

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

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

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

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

**c) Use; Quality Control.**

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

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

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

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

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

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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

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

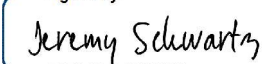
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcwell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcwell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcwell

Deere & Company

Signed by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 1/29/2025 | 7:20 PM CST

Signed by:  
  
 By: C44230CF47A24D5...  
 Jennifer Smith  
 Title: Contract Administrator  
 Date: 1/29/2025 | 4:20 PM CST

# RFP 112624 - Grounds Maintenance Equipment and Related Attachments

---

## Vendor Details

Company Name: Deere & Company  
Address: 2000 John Deere Run  
Cary, NC 27513  
Contact: Jennifer Smith  
Email: GovContractSupport@JohnDeere.com  
Phone: 800-358-5010 2652  
Fax: 309-749-2313  
HST#: 362382580

## Submission Details

Created On: Wednesday October 30, 2024 08:18:25  
Submitted On: Tuesday November 26, 2024 10:28:52  
Submitted By: Jennifer Smith  
Email: GovContractSupport@JohnDeere.com  
Transaction #: c2dfa048-0a04-4f03-9f38-1f30eca50e45  
Submitter's IP Address: 136.226.3.100

---

## Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Deere & Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	No other suppliers will execute a master agreement with Sourcewell	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 0XWZ3 UEID Number: FNSWEDARMK53	*
5	Provide your NAICS code applicable to Solutions proposed.	333111, 333112	
6	Proposer Physical Address:	2000 John Deere Run, Cary, NC 27513	*
7	Proposer website address (or addresses):	www.deere.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Jennifer Smith - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2652	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jennifer Smith - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2652	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Adrienne Larson, Sr. Strategic Account Manager 10789 S Ridgeview Rd, Olathe, KS 66061 LarsonAdrienneL@JohnDeere.com 913-310-8085	*

**Table 2A: Financial Viability and Marketplace Success (50 Points)**

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

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>We Run For All. We innovate on behalf of humanity. It doesn't matter if you've never driven a tractor, mowed a lawn, or operated a dozer. With our role in helping produce food, fiber, fuel and infrastructure, we work for every single person on the planet.</p> <p>Deere &amp; Company, founded in 1837 (collectively known as John Deere), began as a simple one-man blacksmith. Today it has grown into a corporation that does business around the world. The company is guided by the same core values established by its founder: integrity, quality, commitment and innovation. John Deere produces intelligent, connected machines and applications that are helping revolutionize the agriculture and construction industries. Our easy-to-use products and solutions deliver results our customers see in the field, on the job site, and in their pockets.</p> <p>Deere &amp; Company at a glance: <a href="https://www.deere.com/assets/pdfs/common/ourcompany/deere-&amp;-company-at-a-glance.pdf">https://www.deere.com/assets/pdfs/common/ourcompany/deere-&amp;-company-at-a-glance.pdf</a></p>	*
12	What are your company's expectations in the event of an award?	If awarded, John Deere will be able to offer a wide array of products that fall within the scope of the products requested in this RFP. John Deere will continue to grow its successful partnership and relationship with Sourcewell to provide its members the best option for acquiring our Ground Maintenance Equipment and Related Attachments.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Please see Deere & Company's 2023 Annual Report that has been uploaded as part of our proposal.	*
14	What is your US market share for the Solutions that you are proposing?	John Deere considers its market share data to be proprietary information. While we do not publicly release market share information, John Deere holds a top-level market share position across our entire Ag & Turf product portfolio in the US.	*
15	What is your Canadian market share for the Solutions that you are proposing?	John Deere considers its market share data to be proprietary information. While we do not publicly release market share information, John Deere holds a top-level market share position across our entire Ag & Turf product portfolio in the Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Not Applicable	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>John Deere is a manufacturer (b).</p> <p>John Deere has a dedicated governmental sales department (SABD) based out of Cary, NC. All employees of this group are full time John Deere employees. We have 4 Strategic Account Managers responsible for state governmental sales in their respective geographies, dedicating 100% of their time to grow the John Deere governmental sales business. The account managers work with John Deere dealers to provide training and a greater understanding of the contracts and selling process.</p> <p>John Deere has a nationwide dealer network. The dealer network is independently owned and operated businesses. The John Deere dealers will deliver and service the products being offered in the RFP.</p> <p>Upon contract award, the John Deere dealers can become an authorized seller on our contract. The dealers would have to successfully complete a contract training program administered by our account managers. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. We do retain the right to sell directly if the dealer does not complete training and accept the contract's terms and conditions.</p>	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Deere & Company maintains all licenses and certifications necessary to conduct its business in the United States and Canada.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	There are no suspensions or debarments.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>2024</p> <p>World's Most Ethical Companies – Ethisphere Institute</p> <p>World's Most Admired Companies – Fortune</p> <p>World's Best Companies of 2024 – Time</p> <p>Excellence 1000 Index – ranked #9 – Newsweek</p> <p>The Civic 50 Honoree 2024 – Points of Light</p> <p>2023</p> <p>Sourcewell Legacy Award Winner</p> <p>Ranked #3 for Brand Reputation - Axios/Harris Poll 100</p> <p>World's Most Ethical Companies - Ethisphere Institute</p> <p>America's Best Large Employers - Forbes</p> <p>100 Most Influential Companies - Times</p> <p>World's Most Admired Companies – Fortune</p> <p>2022</p> <p>World's Most Ethical Companies - Ethisphere Institute</p> <p>50 Most Community-Minded Companies - The Civic 50</p> <p>Consumer Electronics Show (CES) Innovation Awards</p> <p>AE50 Awards for Innovation</p> <p>2021</p> <p>World's Most Ethical Companies - Ethisphere Institute</p> <p>Most Admired Companies - Fortune</p> <p>Most Influential Black Corporate Directors for 2021 - Savoy</p> <p>Social Responsibility Award - Fast Company</p> <p>2020</p> <p>World's Most Ethical Companies - Ethisphere Institute</p> <p>Most Innovative Product Engineering Designs - AE50 Awards</p> <p>Best Global Brands - Interbrand</p> <p>Best CES Sustainability Award - GadgetMatch</p> <p>Best Place to Work - Glassdoor</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.	*
22	What percentage of your sales are to the education sector in the past three years?	Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>John Deere currently holds over 110 government contracts consisting of federal, state, county and cooperative contracts. The full list can be found at <a href="http://www.deere.com">www.deere.com</a>.</p> <p>Sales volumes are not publicly shared on any of these contracts.</p>	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>John Deere currently holds GSA, AFNAF and DLA contracts.</p> <p>Sales volumes are not publicly shared on any of these contracts.</p>	*

## Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
University of Georgia Procurement	Megan Sheridan	706-542-7083	*
Orange County Procurement	Carlos Corona	714-667-9694	*
State of Indiana - Sourcewell Participating Addendum	Stephanie Nelson	317-234-0963	*

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

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

Line Item	Question	Response *	
26	Sales force.	<p>Our sales force would include both the John Deere Government Sales group and our independent dealer network.</p> <p>John Deere has a dedicated governmental sales department based in Cary NC that focuses 100% of their time on the sales and processing of agriculture and turf equipment purchases to governmental and other public agencies. We have a total of 5 Strategic Account Managers, one of which is dedicated strictly to federal sales. The 4 remaining account managers are responsible for state governmental sales in their respective geographies, dedicating 100% of their time to grow the John Deere governmental sales business. The account managers work with John Deere dealers to provide training and a greater understanding of the contracts and selling process.</p> <p>The John Deere dealers can also become an authorized seller on our contract and would be able to accept Purchase Orders and Invoice Sourcewell members. The dealers would have to successfully complete a contract training program administered by our account managers. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. The dealers would be responsible for delivering and supporting the equipment purchased.</p> <p>In relation to the new Sourcewell Grounds Maintenance contract, the account managers would promote the contract to state purchasing agents who either do not have their own purchasing contract or have product gaps in their contract.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of afterhours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.</p>	*
28	Service force.	<p>John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of afterhours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>We will have two processes in which Sourcewell members can order products.</p> <p>1. Dealer Direct - John Deere dealers who have completed training and certified by the Government Sales group would be an authorized seller on our contract. The dealer would be able to quote, accept purchase orders and invoice the Sourcewell member directly. The Government Sales group has a sales reporting process to capture the sale and report it to Sourcewell.</p> <p>2. Deere Direct - Our dealer network has the ability to quote a Sourcewell member. John Deere would still be the vendor and the PO would still be made out to John Deere. The dealer would upload the quote and PO to the Government Sales Order Processing for audit. Once audited, we will send the dealer confirmation to deliver the equipment. John Deere will invoice the member upon delivery of the product. The Government Sales group has a sales reporting process to capture the sale and report it to Sourcewell.</p>	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The support of the equipment takes place through the John Deere dealer network. While customer service varies within the dealer network, the consistent training that is offered by John Deere Company to dealer technicians and parts personnel helps provide each agency with a similar customer experience. Should there be a need for equipment service, it will be the Sourcewell member's responsibility to contact the delivering dealer for service. The member can also work with other dealers, if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere Company's dealer technical assistance center for elevated support.</p> <p>As far as the John Deere Government Sales Department, we have an entire department of approximately 25 people dedicated to government sales. This includes an Order Management Team, that within an average of 15 days of submission, audits and processes the PO to verify contract pricing and verify the items quoted are eligible for the contract. Contract Administrators in the department ensure contract compliance is maintained.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>John Deere will serve Sourcewell member entities in the United States. The nationwide John Deere dealer network is able to provide products and services throughout the United States.</p> <p>Equipment Delivery Time After Receipt of Order (ARO) is as follows:</p> <ol style="list-style-type: none"> <li>1. Grounds Maintenance Equipment - 90 to 365 days after receipt of order.</li> <li>2. Related Attachment and Accessories - 90 to 365 after receipt of order.</li> </ol>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	John Deere will serve Sourcewell member entities in Canada. The Canadian John Deere dealer network is able to provide products and services throughout Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	John Deere will serve the entire United States, including Alaska and Hawaii, and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	John Deere will serve all Sourcewell member entity sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	John Deere has assigned dealer in Hawaii and Alaska. Factory to dealer freight and local delivery by the dealer will be quoted as a separate line item and paid by the Sourcewell member.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	John Deere will serve all Sourcewell member entity sectors.	*

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

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>John Deere currently uses several forms of marketing to target the governmental and public customer segment:</p> <ol style="list-style-type: none"> <li>1. We have created a website where we prominently advertise the cooperative contracts we currently hold.</li> <li>2. Each year, the company produces a purchasing guide for government equipment. This purchasing guide, available in both print and electronic Flash Drive format, is used by the John Deere dealer network to promote the products.</li> <li>3. John Deere also prints detailed marketing brochures for the products being offered in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications.</li> </ol> <p>A sample of marketing materials have been uploaded for review and include: Government Municipal Lease Literature, Government Sales Folder Packet and Government Sport Turf Banner.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>John Deere's public website, <a href="http://www.deere.com">www.deere.com</a>, provides detailed product information for the products being offered in this RFP. Customers are able to view information on product features, specifications, and accessories. Utilizing <a href="http://www.deere.com">www.deere.com</a>, Sourcewell members would be able to "build-their own" product. Customers choose the product category and subsequent product options to configure their desired piece of equipment. Manufacturer's Suggested Retail List Price is shown. The website will not show the Sourcewell contract discount, but if the Sourcewell member knows the discount on the particular product category, they will be able to determine their purchase price.</p> <p>Through our Marketing Communications group, John Deere is also active promoting our brand and customer relationships on;</p> <ol style="list-style-type: none"> <li>1. Facebook - <a href="http://www.facebook.com/JohnDeereUSCA">www.facebook.com/JohnDeereUSCA</a></li> <li>2. Twitter - <a href="https://twitter.com/JohnDeere">https://twitter.com/JohnDeere</a></li> <li>3. YouTube - <a href="https://www.youtube.com/user/JohnDeere">https://www.youtube.com/user/JohnDeere</a></li> <li>4. Instagram - <a href="https://www.instagram.com/johndeere">instagram.com/johndeere</a></li> </ol>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell, the John Deere Government Sales group and the dealer network will all play a critical role in promoting this new contract. Sourcewell's role will be to continue to promote the John Deere brand to Sourcewell members, so they understand cooperative purchasing and the benefits of becoming a member. John Deere Government sales role will be to promote the Sourcewell contract to the dealer network and properly train dealers on the sales process (quoting, ordering and delivery of products), ensure entities are Sourcewell members and assist nonmembers on how to become a member. The dealers' role will be to partner with the Sourcewell member to identify the correct product and solution based on the application and use of the equipment being purchased. Continued communication between all three areas is critical for success and sales growth with this new contract.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We currently use e-procurement systems in North Carolina and Virginia (eVA) because we are contractually required to do so. The system does provide the state a constant record of sales activity, however, administratively, e-procurement is not a seamless process for us. When it comes to John Deere equipment, there are thousands of equipment configurations. Because Deere's price pages are in pdf format, we cannot just simply upload the pricing into the e-procurement systems. We have to manually construct base machines by model and enter them individually. Doing it this way means the agency is not getting the complete picture of what we have available. For the most part, agencies still feel most comfortable with working directly with the dealer to ensure they're getting equipment that will best suit their needs.</p>	*

**Table 5A: Value-Added Attributes (100 Points)**

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Training on equipment operation and safety is provided through the local dealer at the time of delivery. The dealer will provide a walk-around of the equipment and explain operation and maintenance procedures. This training is free of charge and is part of the purchase. If the entity requires additional product, service or technical training, the dealer will provide at a cost agreed to between the dealer and the entity.</p>	*

42	Describe any technological advances that your proposed Solutions offer.	Recent technological advances that have been introduced include: 1. New for 2024, the Q800 QuikTrac Mowers lineup updates the E Series and introduces the all-new M and R Series models with 7Iron PRO Mower Decks. These models deliver features to meet the needs of professional landscape contractors like more powerful engines, proven low maintenance decks, concrete curb clearance, all-day operation without the need to refuel, traction when its needed, comfortable operator platform, and longer warranties. 2. John Deere is working towards connecting all commercial mowers to John Deere Operations Center to enable professional landscape contractors and government agencies to manage their fleets remotely. Select model year 2024 and 2025 mowers include provisions in the wiring harness to simplify field installation of JDLink M Modem – 4G which connects the mower to Operations Center. 3. Fastback™ PRO Rear-Discharge Mower Deck for the gas and diesel Z900 Ztrak Mowers. The rear-discharge mower deck increases productivity and improves operator comfort without sacrificing cut quality. The rear-discharge design, the chance of damage from objects being thrown from the mower deck is decreased, and minimize the amount of debris blown onto the operator. While allowing the operators to mow closely around fixed objects with either side of the deck. 4. Compact Tractor Quik-Knect™ System Awarded with 2020 AE50 Award. The Quik-Knect System was Named One of This Year's Most Innovative Products in the Food and Agriculture Industry. Quik-Knect prevents twisting or forcing to line-up the splines when attaching rear implements. Developed to help increase operator ease and enhance productivity. Operators slide the tractor and implement connectors together until they click into place. 5. Commercial Walk Behind Mowers Recognized with 2020 AE50 Award. The AE50 awards highlight the most innovative designs in product engineering. The recoil start M Series and electric start R Series Walk Behind Mowers have been a gamechanger for the commercial mowing industry. Redesigned machines directly address the primary customer needs of productivity, operator comfort, weight distribution, and frame clearance.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	John Deere continually evaluates and identifies these initiatives and can be found in our most recently published Sustainability Report. <a href="https://www.deere.com/en/our-company/sustainability/">https://www.deere.com/en/our-company/sustainability/</a> John Deere green initiatives include: By 2026 1. Ensure 100% of new Small Ag equipment is connectivity enabled. 2. Offer an electric option in each Turf and Compact Utility Tractor product family. 3. Deliver a fully autonomous, battery-powered electric ag tractor to the market. By 2030 1. Achieve 95% recyclable product content. 2. Ensure 65% of product content is sustainable material.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sustainability is foundational to the John Deere strategy. We are committed to reducing the environmental impact on 90% of new products to include emissions reductions and invest \$4 Million dollars per day in research and development. Third-party initiatives and recognition include: 1. Best of CES Sustainability Award (GadgetMatch) 2. 50 Sustainability & Climate Leader (Bloomberg) 3. World's Most Ethical Companies (Ethisphere) 4. John Deere received notification that its emissions reduction targets have been validated by Science Based Targets initiatives (SBTi). 5. John Deere acquires majority ownership in Kreisel Electric. A leading pioneer in the development of immersion-cooled battery technology.  John Deere continually evaluates and identifies these initiatives and can be found in our most recently published Sustainability Report. <a href="https://www.deere.com/en/our-company/sustainability/">https://www.deere.com/en/our-company/sustainability/</a>	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	John Deere is the world's leading manufacturer of agricultural equipment. John Deere also has a strong presence in the construction and forestry industry. John Deere is a major force in the grounds maintenance and commercial landscape equipment industry. John Deere Financial is one of the largest equipment finance companies. John Deere also has the most advanced, well-trained national dealer network. All these attributes reinforce that John Deere is an organization that will provide quality products, and its dealer network will partner and support the Sourcewell participating entities for the long term.	*

46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	John Deere places operator safety first when designing and introducing new safety features. All John Deere equipment - except for machines classified as 'Lawn Tractors' or 'Lawn and Garden tractors' - have a seatbelt and ROPS (external or built into the cab). John Deere riding lawn or garden tractors are all equipped with an auto-shutoff feature. When weight is taken off the seat, the mower or power take off (PTO) will immediately turn off. The tractor will not turn on again until weight is back in the seat. Guards or shields are in place to conceal the fast-moving power take off (PTO) shaft on implements to prevent any injury. John Deere implemented the engagement override valve in all 50 series and newer tractors in the early 1980s, which means the tractor will not move unless the clutch is cycled. The override valve prevents tractors that are left in gear from moving upon startup. Along with the engagement override valve, all John Deere equipment is equipped with a neutral start switch preventing equipment from starting while in gear. The colour-coded system present on all John Deere equipment from 1975 onward, indicates the related function of every switch, lever and other mechanisms. Red is associated with running the machine (key switch, shut off knob, throttle or speed control, and gear shift), black relates to the hydraulics, and yellow correlates with the PTO functions (PTO on/off, PTO speed, etc).
47	Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	John Deere has prioritized ergonomic features while designing our equipment. For the M & R Series commercial walk-behinds, hands were what was considered first when designing the controls on these machines. Hand position is important for minimum fatigue. Levers that didn't need constant force to operate. To slow down or turn, all you need to do is gently squeeze the handles. With ergonomic controls and adjustable seating, operators of all sizes can comfortably handle long hours at the controls. The John Deere Compact Tractors are designed with ergonomic features, including a comfortable seat, controls that are easily within reach, and adjustable steering wheels. Noise reduction is also considered. John Deere tractors are designed to minimize noise and vibration levels, providing a quieter and more comfortable working environment for operators.
48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	John Deere has created a Product Sustainability goal where we offer machines and technology solutions that are not only more productive and efficient but also minimize the impact on the environment. Some Product Sustainability Goals include: 1. Reduce environment impact, including CO2 emissions on 90% of new products. 2. Increase the use of sustainable materials by growing remanufactured and rebuild sales by 30%. 3. Increasing recyclable, renewable and recycled content.  Further we have received the following awards: Best Global Brands - Interbrand Top Ten Innovative Companies in U.S. - American Innovation Index World's Most Ethical Companies - Ethisphere Institute
49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	The average lifespan of a residential John Deere lawn tractor is 10 years or 5000 hours. The commercial mowers are designed to be used more per week and take more abuse. A John Deere can regularly last four to five times the factory warranty if maintained and used correctly. John Deere equipment includes one copy of the operator's manual upon delivery of the equipment. Other manuals are available for purchase upon request such as the technical and parts manuals. John Deere Warranty terms are limited to years or hours used, whichever comes first, and varies by model. See the LIMITED WARRANTY FOR NEW JOHN DEERE TURF AND UTILITY EQUIPMENT at JohnDeere.com or JohnDeere.ca/TUWarranty for details.

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>John Deere continues to proactively engage small and diverse businesses to support the economic growth of communities. Benefits of a thriving Supplier Diversity Program include:</p> <ol style="list-style-type: none"> <li>1. Generates economic opportunities for disadvantaged communities.</li> <li>2. Promotes supply base competition and creates risk mitigation options.</li> <li>3. Unlocks innovation and diversity of thought.</li> </ol> <p>John Deere Government Sales is increasingly setting aside opportunities for small business entities. John Deere Government Sales has partnered with two small business entities to address this gap. Bravo, Inc. and The Akana Group (Akana). Bravo, Inc. is a certified Service-Disabled Veteran Owned Small Business and Akana is an authorized Native American Small Business.</p>	*
51		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Akana Group (Akana), Akana is an authorized Native American Small Business.	*
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bravo, Inc. is a certified Service-Disabled Veteran Owned Small Business	*
56		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Akana Group (Akana), Akana is an authorized Native American Small Business.	*
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	John Deere's payment terms are Net 30.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	John Deere offers financing and leasing options through John Deere Financial. The John Deere Municipal Lease Purchase Plan is a special low rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body or their political subdivisions may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval and if the agencies rules and guidelines allow.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>John Deere dealers use a quoting system called JDQuote2 which allows them to access the Sourcewell contract held by John Deere and apply the correct discount for equipment on contract. John Deere dealers can also become an authorized seller on our contract and would be able to accept Purchase Orders and Invoice Sourcewell members. The dealers would agree to the contract's terms and conditions and sign a dealer agreement.</p> <p>Examples of a Quote and Dealer Agreement are attached.</p>	*

62	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?	No	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	John Deere is offering product-category discounts. See uploaded Price Schedule and Price Pages.pdf.	*
64	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.	The percentage discount range is 4% to 24% off Current MSRP.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	John Deere offers a Multiple Unit Discount (MUD) based on the following schedule: 3-4 units – 1% 5-6 units – 2% 7-8 units – 3% 9 units or more – 4% For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. Frontier Equipment is excluded from the Multiple Unit Discount.	*
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	John Deere will allow Sourced or Open Market items if requested by the Sourcewell member to complete the purchase of John Deere equipment awarded on the contract. Discounts will not be applied to these items. Non-contract and allied items would be sold as “open market” and the price of the item would be negotiated between the John Deere dealer and the Sourcewell Member. The non-contract/allied item would appear on the purchase order (PO) with the contract item but would be listed as ‘non-contract’. We successfully use this process on other contracts.	*
67	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.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.  The dealer may charge \$8.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.  The dealer may charge \$8.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*

71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Dealers who desire to become an authorized seller of the Sourcewell contract must complete a sales training class to ensure they understand and promote the contract per the Terms and Conditions. The dealers also sign a Dealer Agreement stating, they will abide by the contract Terms and Conditions. This process is conducted and facilitated by our Strategic Account Managers. Sourcewell members who purchase from John Deere will receive their equipment quote directly from the John Deere dealer. The dealer is able to create the quote by utilizing the contract information (discounts, contract guidelines, eligible equipment, etc.) that we have posted on our website as well as a quoting tool that we've made available to them. The member will submit their purchase order (PO) to the dealer. John Deere will be listed as the vendor on the PO and the dealer, who created the quote, will be the delivering dealer. The dealer will then upload the quote and the PO to Deere's online order management system. Our Order Management Team will then retrieve the quote and the PO and audit them based on the contract guidelines. If an issue is discovered with PO and/or quote, the Order Management Team will contact the dealer and work with the dealer and the member to get the issue resolved. The Sourcewell contract is assigned a Price Group or Bonus Code that is used capture each sale on a quarterly basis. A quarterly sales report is generated and audited by the Contract Administration group. After the audit and review is completed, the Contract Administration group submits the proper admin fee to Sourcewell.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Our Strategic Account Managers have sales goals and will monitor the use of the Sourcewell contract and the sales performance of the dealer groups in their assigned geographic region. Quarterly sales reports are reviewed to compare the Sourcewell contract sales growth quarter over quarter and year over year.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	John Deere will pay Sourcewell a 1.0% admin fee on sales generated from this new contract. John Deere has been a strategic partner of Sourcewell for 14 years and we are honored to be awarded the Sourcewell Legacy Award in 2023. The Sourcewell contracts we hold are very popular and frequently used by our dealers. The utilization continues to grow and expand.	*

**Table 7: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing offered in this bid is consistent with discounts offered on existing current-priced contracts held by Deere.	*

**Table 8A: Depth and Breadth of Offered Solutions (200 Points)**

Line Item	Question	Response *	
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>John Deere will offer its complete product offering that fall within the scope of this RFP. Description of the products John Deere will offer include:</p> <p>Residential Zero Turn Radius Mowers  Lawn Tractors  Garden Tractors  Equipment for Lawn &amp; Garden Tractors  Commercial Walk-Behind Mowers  Commercial QuikTrack Mowers  Commercial Zero Turn Radius Mowers  Commercial Front Mowers  Commercial Wide Area Mowers  Equipment for Commercial Mowers  Compact Utility Tractors  Equipment for Compact Utility Tractors  Reel Mowers  Special Application Mowers  Special Application Vehicles  Aercore  Debris Maintenance  Mid-size Crossover Utility Vehicles  Full-size Crossover Utility Vehicles  Traditional Utility Vehicles  HPX Utility Vehicles  Frontier Implements and Attachments</p> <p>Our independent dealer network will provide aftermarket services upon request.</p>	*
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>See response to question 75 for categories of equipment John Deere will offer within this RFP. Only Frontier Implements and Attachments would contain further subcategories:</p> <p>Frontier:  -Cutting &amp; Mowing  -Hay &amp; Forage  -Landscape  -Livestock  -Material Handling  -Planting &amp; Seeding  -Snow Equipment  -Tillage  -Sprayers</p>	*

**Table 8B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Comments	
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	<input checked="" type="radio"/> Yes <input type="radio"/> No	See uploaded Price Schedule and Price Pages.pdf.	*
78	Irrigation and aeration equipment, systems, parts, and installation	<input type="radio"/> Yes <input checked="" type="radio"/> No	No bid	*
79	Beach and waterfront maintenance equipment and accessories	<input type="radio"/> Yes <input checked="" type="radio"/> No	No bid	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

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

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
  - [Pricing](#) - Price Pages.zip - Monday November 25, 2024 14:23:36
  - [Financial Strength and Stability](#) - 2023-deere-company-annual-report.pdf - Wednesday November 20, 2024 17:16:04
  - [Marketing Plan/Samples](#) - Marketing Literature Samples.pdf - Wednesday November 20, 2024 17:24:07
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - Combined Quote - Dealer Agree - Invoice.pdf - Tuesday November 26, 2024 10:14:33
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Warranty Statement Ag - Turf - Golf.pdf - Tuesday November 26, 2024 10:15:24

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jennifer Smith, Contract Administrator, Deere & Company

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

☒ Yes    ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	<input checked="" type="checkbox"/>	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	<input checked="" type="checkbox"/>	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	<input checked="" type="checkbox"/>	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	<input checked="" type="checkbox"/>	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	<input checked="" type="checkbox"/>	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	<input checked="" type="checkbox"/>	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	<input checked="" type="checkbox"/>	2

**SOURCEWELL  
STATE OF MINNESOTA**



Member Nage1 moved the adoption of the following Resolution:

**RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES**

**9/17/2024**

**Resolution No. 2024\_27**

**WHEREAS**, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

**WHEREAS**, the Chief Procurement Officer recommends approval of categories detailed above.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Dahlberg and the following voted in favor: (list names here)

Zylka, Nage1, Thiel, Barrows, Arts, Kicker, Dahlberg

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

Signed by:

*Linda Arts*

0EF5785F1EAD4CF...  
**Clerk to the Board of Directors**

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - September 2024

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:		
	Risk Management, Employee Benefits, and Insurance Consulting Services		
	Requesting Board permission to Re-Solicit the following categories:		
	Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services		
	Grounds Maintenance Equipment and Related Technology Solutions		
	Plastic Refuse and Recycling Containers with Related Technology Solutions		
	Facility Security Systems, Equipment, and Software with Related Services		
	NEW CONTRACTS		
CONSENT AGENDA ITEMS	Supplier Name	Contract Number	Solicitation Title
	None		
	CONTRACT EXTENSIONS		
	Supplier Name	Contract Number	Solicitation Title
	Prophet Corp./Gopher Sport	071819-PRO	"Athletic and Physical Education Equipment and Supplies with Related Accessories"
	Parkeon	080321-PRK	"Parking Management Systems with Related Equipment, Supplies and Services"
	Quicket	080321-QKT	"Parking Management Systems with Related Equipment, Supplies and Services"
	Gtechna	080321-GTE	"Parking Management Systems with Related Equipment, Supplies and Services"
	T2 Systems	080321-TSI	"Parking Management Systems with Related Equipment, Supplies and Services"
	Tyler Technologies	090320-TTI	"Public Sector and Education Administration Software Solutions with Related Services"
	Hyland Software	090320-HYL	"Public Sector and Education Administration Software Solutions with Related Services"
	Phoenix Business	090320-PNX	"Public Sector and Education Administration Software Solutions with Related Services"
	NEW IDIQ CONTRACTS		
	Company Name	Contract Number	Region - Type of Work
	Anthony Flooring Company, LLC	OH-R2-F-071124-AFL	Region 2 - Flooring
	Command Roofing Co.	OH-R1-RW-071124-CRC	Region 1 - Roofing/Waterproofing
	Command Roofing Co.	OH-R3-RW-071124-CRC	Region 3 - Roofing/Waterproofing
	Command Roofing Co.	OH-R4-RW-071124-CRC	Region 4 - Roofing/Waterproofing
	C. G. Egli, Inc.	OH-R3-HVAC-071124-CGE	Region 3 - HVAC/Mechanical
	C. G. Egli, Inc.	OH-R4-HVAC-071124-CGE	Region 4 - HVAC/Mechanical
	Custom Controls Group, LLC	OH-R1-GC-071124-CCG	Region 1 - General Contracting
	Custom Controls Group, LLC	OH-R1-HVAC-071124-CCG	Region 1 - HVAC/Mechanical
	Custom Controls Group, LLC	OH-R1-E-071124-CCG	Region 1 - Electrical
	Custom Controls Group, LLC	OH-R2-GC-071124-CCG	Region 2 - General Contracting
	Custom Controls Group, LLC	OH-R2-HVAC-071124-CCG	Region 2 - HVAC/Mechanical
	Custom Controls Group, LLC	OH-R2-E-071124-CCG	Region 2 - Electrical
	Custom Controls Group, LLC	OH-R3-GC-071124-CCG	Region 3 - General Contracting
	Custom Controls Group, LLC	OH-R3-HVAC-071124-CCG	Region 3 - HVAC/Mechanical
	Custom Controls Group, LLC	OH-R3-E-071124-CCG	Region 3 - Electrical
	Custom Controls Group, LLC	OH-R4-GC-071124-CCG	Region 4 - General Contracting
	Custom Controls Group, LLC	OH-R4-E-071124-CCG	Region 4 - Electrical
	Custom Controls Group, LLC	OH-R5-GC-071124-CCG	Region 5 - General Contracting
	Custom Controls Group, LLC	OH-R5-HVAC-071124-CCG	Region 5 - HVAC/Mechanical
	Custom Controls Group, LLC	OH-R5-E-071124-CCG	Region 5 - Electrical
	F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R1-GC-071124-FHP	Region 1 - General Contracting
	F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R2-GC-071124-FHP	Region 2 - General Contracting
	F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R3-GC-071124-FHP	Region 3 - General Contracting
	F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R4-GC-071124-FHP	Region 4 - General Contracting
	F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R5-GC-071124-FHP	Region 5 - General Contracting
	G & B Electric Co.	OH-R2-E-071124-GBE	Region 2 - Electrical
	G & B Electric Co.	OH-R3-E-071124-GBE	Region 3 - Electrical
	Johnson-Laux Construction Ohio, LLC	OH-R1-GC-071124-JLC	Region 1 - General Contracting
	Johnson-Laux Construction Ohio, LLC	OH-R2-GC-071124-JLC	Region 2 - General Contracting
	Johnson-Laux Construction Ohio, LLC	OH-R3-GC-071124-JLC	Region 3 - General Contracting
	Johnson-Laux Construction Ohio, LLC	OH-R4-GC-071124-JLC	Region 4 - General Contracting
	Johnson-Laux Construction Ohio, LLC	OH-R5-GC-071124-JLC	Region 5 - General Contracting

## APPENDIX A Continued

Ohio Paving & Construction Co.	OH-R2-PAC-071124-OPC	Region 2 - Asphalt/Paving
Ohio Paving & Construction Co.	OH-R2-C-071124-OPC	Region 2 - Concrete
Ohio Paving & Construction Co.	OH-R2-CSW-071124-OPC	Region 2 - Civil/Site Work
The Brewer Garrett Company	OH-R1-HVAC-071124-TBG	Region 1 - HVAC/Mechanical
The Brewer Garrett Company	OH-R2-HVAC-071124-TBG	Region 2 - HVAC/Mechanical
The Brewer Garrett Company	OH-R3-HVAC-071124-TBG	Region 3 - HVAC/Mechanical
The Brewer Garrett Company	OH-R4-HVAC-071124-TBG	Region 4 - HVAC/Mechanical
The Brewer Garrett Company	OH-R5-HVAC-071124-TBG	Region 5 - HVAC/Mechanical
The K Company, Inc.	OH-R1-HVAC-071124-TKC	Region 1 - HVAC/Mechanical
The K Company, Inc.	OH-R2-HVAC-071124-TKC	Region 2 - HVAC/Mechanical
The K Company, Inc.	OH-R3-HVAC-071124-TKC	Region 3 - HVAC/Mechanical
The K Company, Inc.	OH-R4-HVAC-071124-TKC	Region 4 - HVAC/Mechanical
The K Company, Inc.	OH-R5-HVAC-071124-TKC	Region 5 - HVAC/Mechanical
McDaniel's Construction Corp., Inc	OH-MBE-R3-GC-071124-MCC	Region 3 - General Contracting
McDaniel's Construction Corp., Inc	OH-MBE-R3-CSW-071124-MCC	Region 3 - Civil/Site Work
McDaniel's Construction Corp., Inc	OH-MBE-R4-GC-071124-MCC	Region 4 - General Contracting
McDaniel's Construction Corp., Inc	OH-MBE-R4-CSW-071124-MCC	Region 4 - Civil/Site Work
McDaniel's Construction Corp., Inc	OH-MBE-R5-GC-071124-MCC	Region 5 - General Contracting
McDaniel's Construction Corp., Inc	OH-MBE-R5-CSW-071124-MCC	Region 5 - Civil/Site Work
Henderson Contracting Company, Inc.	OH-MBE-R1-GC-071124-HCC	Region 1 - General Contracting
Henderson Contracting Company, Inc.	OH-MBE-R2-GC-071124-HCC	Region 2 - General Contracting
Henderson Contracting Company, Inc.	OH-MBE-R3-GC-071124-HCC	Region 3 - General Contracting
Henderson Contracting Company, Inc.	OH-MBE-R4-GC-071124-HCC	Region 4 - General Contracting
Henderson Contracting Company, Inc.	OH-MBE-R5-GC-071124-HCC	Region 5 - General Contracting
<b>Company Name</b>	<b>Contract Number</b>	
<b>IDIQ CONTRACT EXTENSIONS</b>		
None		

**SOURCEWELL  
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

**RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS**

**2/18/2025**

**Resolution No. 2025\_09**

**WHEREAS**, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

**WHEREAS**, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

**WHEREAS**, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

**WHEREAS**, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kicker and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Kircher, Kicker, Dahlberg  
and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Sara Nagel

9BEF5D6F88D140B...

**Clerk to the Board of Directors**

## APPENDIX A

## SOURCEWELL PROCUREMENT DEPARTMENT

## BOARD ITEMS - February 2025

## Requesting Board permission to Solicit the following categories:

Roadway Work Zone: Safety and Traffic Management Equipment with Related Product:  
Used Rental Fleet Vehicles

## Requesting Board permission to Re-Solicit the following categories:

Indefinite Delivery Indefinite Quantity Construction - State of Michigan  
Roadway Maintenance Equipment  
Tires with Related Equipment and Supplies

## NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Auctions International, Inc.	111424-AUC	"Auction Services with Related Solutions"
JJ Kane Associates, Inc.	111424-JJK	"Auction Services with Related Solutions"
Liquidity Services Operations, LLC dba GovDeals	111424-GDI	"Auction Services with Related Solutions"
PropertyRoom.com, Inc.	111424-PRC	"Auction Services with Related Solutions"
Ariens Company	112624-ACO	"Grounds Maintenance Equipment and Related Attachments"
Deere & Company	112624-DAC	"Grounds Maintenance Equipment and Related Attachments"
Doosan Bobcat North America, Inc.	112624-CEC	"Grounds Maintenance Equipment and Related Attachments"
ECHO Incorporated	112624-ECHO	"Grounds Maintenance Equipment and Related Attachments"
Embankscape Equipment LLC, dba RC Mowers	112624-EMB	"Grounds Maintenance Equipment and Related Attachments"
Generac Power Systems Inc.	112624-GNR	"Grounds Maintenance Equipment and Related Attachments"
Greenworks North America LLC	112624-GNW	"Grounds Maintenance Equipment and Related Attachments"
Husqvarna Professional Products, Inc.	112624-HSQ	"Grounds Maintenance Equipment and Related Attachments"
Hustler Turf Equipment, Inc.	112624-HTE	"Grounds Maintenance Equipment and Related Attachments"
Kubota Tractor Corporation	112624-KBA	"Grounds Maintenance Equipment and Related Attachments"
MTD Products Company dba Cub Cadet	112624-MTD	"Grounds Maintenance Equipment and Related Attachments"
Old Dominion Brush Company/DuCo, LLC	112624-ODB	"Grounds Maintenance Equipment and Related Attachments"
Positec Commercial Inc.	112624-POSC	"Grounds Maintenance Equipment and Related Attachments"
Scag Power Equipment	112624-SCG	"Grounds Maintenance Equipment and Related Attachments"
STIHL Incorporated	112624-STIHL	"Grounds Maintenance Equipment and Related Attachments"
Textron E-Z Go LLC	112624-JCS	"Grounds Maintenance Equipment and Related Attachments"
The Toro Company	112624-TTC	"Grounds Maintenance Equipment and Related Attachments"
Walker Manufacturing Company	112624-WKR	"Grounds Maintenance Equipment and Related Attachments"
Wright Manufacturing, Inc.	112624-WRT	"Grounds Maintenance Equipment and Related Attachments"

## CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Siemens	030421-SIE	"Facility Security Systems, Equipment, and Software with Related Services"
RadioMobile	042021-RDO	"Public Safety Communications Technology and Hardware Solutions"
UPS	090121-UPS	"Express Courier and Ground Delivery Logistics Services"
Agile Fleet	020221-AAC	"Fleet Management Technologies with Related Software Solutions"
CalAmp Wireless Networks	020221-CAW	"Fleet Management Technologies with Related Software Solutions"
GPS Insight, LLC	020221-GPI	"Fleet Management Technologies with Related Software Solutions"
Lytx	020221-DCI	"Fleet Management Technologies with Related Software Solutions"
RTA	020221-RTA	"Fleet Management Technologies with Related Software Solutions"
Skyhawk/TELUS	020221-SKY	"Fleet Management Technologies with Related Software Solutions"
Vermeer	031721-VRM	"Tree Maintenance Equipment, Attachments and Accessories"
Envisage	051321-ENV	"Public Safety Software"
NP Aerospace	011221-NPA	"Body Armor with Related Accessories, Equipment and Services"
Ring-O-Matic	101221-RGO	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"
Super Products	101221-SPL	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"
Vacall Industries	101221-GRD	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"

## NEW IDIQ CONTRACTS

Company Name	Contract Number	Region - Type of Work
None		

IDIQ CONTRACT EXTENSIONS		
Company Name	Contract Number	
AGAE Contractors, Inc.	IL-R1-GC-122122-AGA	
AGAE Contractors, Inc.	IL-R3-GC-122122-AGA	
AGAE / A-1 Roofing Joint Venture, LLC	IL-R1-R-122122-A1R	
AGAE / A-1 Roofing Joint Venture, LLC	IL-R3-R-122122-A1R	
BEAR Construction Company	IL-R1-GC-122122-BEA	
CORE Construction Services of Illinois, Inc.	IL-R2-GC-122122-CSI	
CORE Construction Services of Illinois, Inc.	IL-R4-GC-122122-CSI	
CORE Construction Services of Illinois, Inc.	IL-R5-GC-122122-CSI	
Dardon Construction, Inc.	IL-R1-R-122122-DDO	
Dardon Construction, Inc.	IL-R2-E-122122-DDO	
Dardon Construction, Inc.	IL-R2-HVAC-122122-DDO	
Dardon Construction, Inc.	IL-R3-E-122122-DDO	
Dardon Construction, Inc.	IL-R2-R-122122-DDO	
Dardon Construction, Inc.	IL-R3-HVAC-122122-DDO	
Dardon Construction, Inc.	IL-R3-R-122122-DDO	
F.H. Paschen, S.N. Nielsen & Associates, LLC	IL-R2-GC-122122-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	IL-R5-GC-122122-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	IL-R4-GC-122122-FHP	
Leopardo Companies, Inc.	IL-R1-GC-122122-LEO	
Pacific Construction Services	IL-R2-GC-122122-PCS	
Pacific Construction Services	IL-R1-GC-122122-PCS	
Pacific Construction Services	IL-R3-GC-122122-PCS	
Pacific Construction Services	IL-R4-GC-122122-PCS	
Pacific Construction Services	IL-R5-GC-122122-PCS	
R.L. Vollintine Construction	IL-R4-GC-122122-RLV	
Robe, Inc.	IL-R1-GC-122122-ROB	
Robe, Inc.	IL-R2-GC-122122-ROB	
Robe, Inc.	IL-R3-GC-122122-ROB	
SMB Contracting, Inc.	IL-R1-E-122122-SMB	
SMB Contracting, Inc.	IL-R1-GC-122122-SMB	
SMB Contracting, Inc.	IL-R1-HVAC-122122-SMB	
SMB Contracting, Inc.	IL-R1-PLUM-122122-SMB	
SMB Contracting, Inc.	IL-R1-R-122122-SMB	
Sterling Commercial Roofing, Inc.	IL-R2-R-122122-STR	
Toro Construction Corp	IL-R1-GC-122122-TCC	
BCC/HPH Joint Venture	IL-R1-HVAC-122122-BHJ	
BCC/HPH Joint Venture	IL-R1-PLUM-122122-BHJ	
GWO Crew, LLC	IL-R1-APC-122122-GCJ	
ABM Industries, Inc.	CA-R8-E01-123021-ABM	
ABM Industries, Inc.	CA-R8-HVAC01-123021-ABM	
ACCO Engineered Systems, Inc.	CA-R6-HVAC02-123021-AES	
ACCO Engineered Systems, Inc.	CA-R8-HVAC02-123021-AES	
ACCO Engineered Systems, Inc.	CA-R9-HVAC02-123021-AES	
Angeles Contractor, Inc.	CA-R8-GB06-123021-ACI	
Angeles Contractor, Inc.	CA-R8-P03-123021-ACI	
California Coast Carpet & Flooring	CA-R8-F02-123021-CCF	
Exbon Development, Inc.	CA-R8-GB02-123021-EXB	
Exbon Development, Inc.	CA-R8-RW02-123021-EXB	
Exbon Development, Inc.	CA-R8-E04-123021-EXB	
Exbon Development, Inc.	CA-R8-HVAC03-123021-EXB	
Facility Solutions Group	CA-R8-E02-123021-FSG	
GeoStabilization International, LLC	CA-R9-GS01-123021-GSI	
Good-Men Roofing & Construction, Inc.	CA-R8-RW03-123021-GMR	
Good-Men Roofing & Construction, Inc.	CA-R9-GB06-123021-GMR	
Good-Men Roofing & Construction, Inc.	CA-R9-RW01-123021-GMR	
Harry H. Joh Construction, Inc.	CA-R8-GB04-123021-HJC	
Horizons Construction Co. Int'l, Inc.	CA-R7-PAV01-123021-HCC	
Horizons Construction Co. Int'l, Inc.	CA-R8-GB01-123021-HCC	
Horizons Construction Co. Int'l, Inc.	CA-R8-PAV01-123021-HCC	
Mackone Development, Inc.	CA-R8-GB07-123021-MDI	
Mackone Development, Inc.	CA-R8-P04-123021-MDI	
MDJ Management, LLC	CA-R8-GB13-123021-MDJ	
Mesa Energy Systems	CA-R1-HVAC01-123021-ES	
Mesa Energy Systems	CA-R7-HVAC02-123021-ES	
Mesa Energy Systems	CA-R9-HVAC04-123021-ES	

## APPENDIX A Continued

North Star Construction & Engineering, Inc.	CA-R3-GB02-123021-NSC	
North Star Construction & Engineering, Inc.	CA-R3-GS01-123021-NSC	
Oscalibur Plumbing, Inc.	CA-R8-PLUM02-123021-OPI	
Pacific Building Group	CA-R9-GB04-123021-PBG	
Pacific Lighting Mgmt., Inc.	CA-R8-E03-123021-PLM	
Pacific Lighting Mgmt., Inc.	CA-R9-E02-123021-PLM	
Staples Construction Company	CA-R1-GB01-123021-STA	
T&S West	CA-R5-GB01-123021-TSW	
T&S West	CA-R5-E01-123021-TSW	
T&S West	CA-R5-PAV01-123021-TSW	
T&S West	CA-R3-PAV01-123021-TSW	
T&S West	CA-R3-GB01-123021-TSW	
T&S West	CA-R3-E01-123021-TSW	
Vincor Construction, Inc.	CA-R8-GB05-123021-VCI	
Vincor Construction, Inc.	CA-R9-GB05-123021-VCI	



**COMMENT AND REVIEW  
to the  
REQUEST FOR PROPOSAL (RFP) # 112624  
Entitled**

**Grounds Maintenance Equipment and Related Attachments**

The following advertisement was placed October 8 and October 15, 2024 in *USA Today* and in Oklahoma's *The Oklahoman*; October 9, 2024 in South Carolina's *The State*; October 8, 2024 on the Sourcewell website [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov), Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>; October 9, 2024 on Biddingo and Merx; October 9, 2024 on PublicPurchase.com; October 8, 2024 on The New York State Contract Reporter [www.nyscr.ny.gov](http://www.nyscr.ny.gov); October 9, 2024 in Oregon's *Daily Journal of Commerce*; October 9, 2024 in Utah's *The Salt Lake Tribune*; and October 9, 2024 in Utah's *Deseret News*:

*Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Grounds Maintenance Equipment and Related Attachments to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 26, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

2333369 Alberta Ltd.	Mahindra USA, Inc.
Acrisure	Maintenance Products and Equipment Co.
Advanced Turf Solutions	Mazio Attachments LLC
All Access Equipment, Inc.	Mechanic Machining (Shenzhen) Co. Ltd.
Alta Enterprises, LLC	Middendorf and Reuss Construction Inc.
American AI Logistics	Milwaukee Tool

Any Wheels Incorporated	Molenshour Power Equipment
Ariens Company	Moridge Manufacturing, Inc.
Arrowquip USA, Inc.	MTA Distributors, LLC
ASW, LLC dba American Landmaster	Nexpro Trucks & Equipment Corp.
Aztec Rental Center #2, Inc.	Norlift, Inc.
Bad Boy Inc.	North Country Saw Shop LLC, dba Tim's Country Saw Shop
Blueline Equipment Co., LLC	Northwest Lawn & Power Equipment, LLC.
Bomford Turner Limited	OPPM, State of Alaska
Bonnell Industries, Inc.	Pacific Blue Property Services
Bucephalus Buyer, LLC	Par-Kan Company, LLC
Caliber Landscaping Ltd.	Perma-Green Supreme, Inc.
Capitol Transmission Services	Positec Commercial Inc.
Greenworks North America LLC	Prime Vendor Inc.
Chervon North America	Prinoth LLC
Clark Equipment Company dba Doosan Infracore Portable Power	Pro-Tech Manufacturing & Distribution Inc.
CLM Equipment Co., Inc.	Progressive Turf Equipment, Inc.
Compact Excavator Sales LLC	PWXPress
Construction Parts PNW	Redexim North America, Inc.
Cresson Point Construction LLC	Regina Construction Association
Cross-Tech Manufacturing Inc.	Reid Enterprises
Crushing Mechanics LLC	REJ California Group Inc.
Danuser Machine Company, LLC	Road Groom Mfg., LLC
Dawson Manufacturing LLC	Robens Marc LLC

Deere & Company	Robert E. Little, Inc.
Dodge Data & Analytics	Russo Hardware Inc.
Doosan Bobcat North America, Inc.	Scag Power Equipment
DRK Enterprises, LLC	Schaffer Equipment LP
DuCo, LLC	Schiller Grounds Care
Dymax Inc.	Shred-Tech Corporation
Eastern Farm Machinery Ltd.	Sioux International Inc.
Echo Incorporated	SiteOne Landscape Supply
ECHO Power Equipment Canada	Sohars All Season Mower Service Inc.
EGHOLM A/S	Southeast Regional Sales, Inc.
Embankscape Equipment LLC	Specialized Administrative Support Services, LLC
Energreen America, Inc.	STEC Equipment
Ewing Irrigation Products, Inc.	Steel Green Manufacturing
FAE USA, Inc.	STIHL Incorporated
FECON LLC	Stinger Equipment, Inc.
Federal Contracts Corp	Summer Lawn N Saw LLC
Ferri Equipment, Inc.	Textron Specialized Vehicles
FireFly Automatrix, Inc.	The Hall Group Inc.
Gardner, Inc.	The PlanIT Room
Gatormoto Utility Vehicles and More LLC	The Toro Company
Gemplers	The World Academy of Personal Development Inc.
Generac Power Systems	TinyMobileRobots LLC US
General Equipment & Supplies	Tool Rentals By Durant's
Golf Tournaments Inc.	Trackless Vehicles Ltd.
Green Machines Inc.	Trimax Mowing Systems Inc.

HD Hyundai Infracore North America	Turf Robotics LLC
Henderson Products, Inc.	United Rotary Brush Corporation
Horizon Distribution Inc.	VF VENIERI SPA
Hughes Ventures, Inc.	Victoria McVay LLC
Husqvarna Professional Products, Inc.	Vigliotti Landscape Service Center
Hustler Turf Equipment Inc.	Vizocom ICT LLC
Innovativ Hoisting LLC	VRCA
Intelligent Marking USA, Inc.	Walker Manufacturing Company
Iowa Farm Equipment	West End Power Equipment Co., Inc.
Jacobsen	Western Trailer Sales Co.
JHouston Holdings LLC	Winsupply of McAllen TX Co.
Jones & Turner, LLC	Woods Equipment Company
Jordan Camper	Wright Manufacturing, Inc. – Frederick, MD
Karls Hardware	YBS Yard Beautification Services Ltd.
Keverest Technologies	York Modern Corporation
Kibble Equipment	Zatos Equipment LLC
Kinperium-Hiniker LLC.	Zimeno Inc.
KL Solutions Inc.	Zooks Welding LLC
Kubota Tractor Corporation	
Land Pride, A Division of Great Plains Mfg, Inc.	
Lastec	
Loftness Specialized Farm Equipment, Inc.	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on November 26, 2024 at 4:30 pm CT. Proposals were received from the

following:

Ariens Company  
Aztec Rental Center #2, Inc  
Bad Boy Inc.  
Bonnell Industries Inc  
BUCEPHALUS BUYER, LLC  
Greenworks North America LLC  
Chervon North America  
Deere & Company  
Doosan Bobcat North America, Inc  
DuCo, LLC  
Echo Incorporated  
EGHOLM A/S  
Embankscape Equipment LLC  
Energreen America Inc.  
Federal Contracts Corp  
Gardner, Inc.  
Gemplers  
Generac Power Systems  
HENDERSON PRODUCTS INC  
Husqvarna Professional Products, Inc  
Hustler Turf Equipment Inc  
Intelligent Marking USA, Inc.  
Iowa Farm Equipment  
Jacobsen  
JHouston Holdings LLC  
Kimperium-Hiniker LLC.  
Kubota Tractor Corporation  
Land Pride, A Division of Great Plains Mfg. Inc.  
Milwaukee Tool  
MTA Distributors, LLC  
MTD Products Company  
Positec Commercial Inc  
Prinoth LLC  
Pro-Tech Manufacturing & Distribution INC  
Scag Power Equipment  
Schiller Grounds Care  
SiteOne Landscape Supply  
STEC EQUIPMENT  
Steel Green Manufacturing  
STIHL Incorporated  
Stinger Equipment, Inc.

The Toro Company  
TinyMobileRobots LLC US  
Tool Rentals By Durant's  
Trackless Vehicles Ltd.  
Trimax Mowing Systems Inc  
Turf Robotics LLC  
United Rotary Brush Corporation  
Victoria McVay LLC  
Walker Manufacturing Company  
Western Trailer Sales Co  
WINSUPPLY OF MCALLEN TX CO  
Woods Equipment Company  
Wright Manufacturing, Inc. - Frederick, MD  
York Modern Corporation  
Zimeno Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

Ginger Line, MPA, NIGP-CPP, CPPB Senior Procurement Analyst  
Ben James, Procurement Analyst II  
Ashley Powers, Procurement Analyst I  
David Gonzalez, Procurement Analyst I

**The findings of the Proposal Evaluation Committee are summarized as follows:**

Ariens Company was established in 1933. Through subsidiaries, Sno-Thro and Gravely, Ariens is a manufacturer of outdoor power equipment for both consumer and commercial maintenance use. Ariens has approximately 64 sales representatives covering the United States and Canada, 3 distributor centers in the United States, and 3500 dealers in their network that cover the service needs. Ariens is offering significant discounts, leasing and financing options, zero fee Purchase Card rates, and volume discounts.

Deere & Company was established in 1837. With over 100 state/cooperative contracts and proven financial viability through financial reports, they are willing and able to support all Sourcewell and nonprofits without restrictions. They have approximately 25 representatives dedicated to government sales and over 1700 dealer locations nationwide that provides product/service support. Deere & Company offers a considerable discount with volume discounts and with financing and leasing options available.

Doosan Bobcat North America, Inc.'s roots go back to the founding of Bobcat in North Dakota in 1947. Customers have come to rely on Bobcat machines and technologies in industries like construction, agriculture, landscaping, rental equipment, grounds maintenance, and utilities, among others. Bobcat's dealer network is made of over 1,500 independent Bobcat dealer locations and more than 3,500 dealer sales staff ready to discuss all of Bobcat's available machinery and options. Bobcat is offering some tax-free municipal leasing and flexible financing options and deep discounts to Sourcewell participating entities; volume discounts are also available.

DuCo, LLC (Old Dominion Brush Company) was founded in 1910 and has achieved many patents of their products throughout the years. They have twenty-two dealers with 56 locations with nine locations in Canada which will

service all of Sourcewell's participating agencies. DuCo, LLC offers beach, litter, and lawn care with truck-mounted, hook-lift, and combination units to Sourcewell participating agencies with a competitive discount on the base unit list price.

ECHO's parent company began manufacturing agricultural equipment in 1947. Their U.S. headquarters was established in 1972. With a sales team of over 350 personnel and over 5,500 authorized dealers in the United States and Canada, they are ready to serve Sourcewell participating entities. ECHO offers a full line of gas and battery outdoor equipment that may be needed for lawn and garden, field and turf, golf course, and beach/waterfront maintenance. They are offering a substantial discount off MSRP.

Embankscape Equipment, LLC, d/b/a RC Mowers, is a certified small business entity providing advanced autonomous mowing robots and remote-operated robotic mowers. Their product line includes both new and refurbished lawn and garden equipment and beach/waterfront equipment. Their sales team and dealer network will serve Sourcewell Participating entities in the United States and Canada. RC Mowers offers solid price discounts and volume-based pricing.

Generac Power Systems was established in 1959. DR Power Equipment and Mean Green Mowers leverages the global resources of their parent company, Generac Power Systems to design, develop, manufacture, distribute, and sell professional-grade outdoor power equipment and patented mower designs and battery technology products on the market. Generac, Dr Power, and Mean Green have 120 representatives in sales, 2500 representatives in service, and over 1400 dealers in their network. They are willing and able to support all Sourcewell and nonprofits without restrictions. Generac is offering Sourcewell participating agencies a considerable discount.

Greenworks North America, LLC, which is one of the largest producers of commercial-grade, battery-powered lawn and garden products. Greenworks's product lineup includes zero-turn mowers, walk-behind mowers, leaf blowers, string trimmers, etc. Discounts are competitive for wheeled/large-battery items to handheld equipment and batteries. Greenworks currently has 400 independent authorized dealers throughout the United States and Canada.

Husqvarna Professional Products, Inc., whose parent company has been in business for 325 years, is a leader in the outdoor power products segment for forestry and lawn and garden care. Husqvarna delivers a wide range of products such as handheld products like chainsaws, brush cutters, and string trimmers to zero-turn and robotic mowers. Husqvarna's extensive dealer network includes more than 5,000 dealers across the United States and Canada. Discounts are competitive and volume discounts are available for the Z500 zero-turn mowers.

Hustler Turf Equipment Inc. was acquired by Stanley Black & Decker in 2021. They have an extensive dealer network of 1,400 dealers in North America. Hustler has the first ever twin lever zero turn mower as one of their many options for Sourcewell participating agencies. Hustler is also offering mowers and battery-powered outdoor equipment to fit all customer's needs. They are offering a variety of competitive discounts on their product lines.

Jacobsen was founded in 1921 and offers a complete line of professional turf maintenance equipment. Jacobsen's distribution channel contains over 60 facilities, all of which have the capacity to support pre-sale and post-sale activities. Pricing is competitive with volume discounts available for 3 or more units. Some notable highlights include the all-electric fleet of reel and rotary mowers for the 2024 Summer Olympic Games in Paris and the Jacobson rotary batwing mower responsible for maintaining the White House lawn.

Kubota Tractor Corporation was established in 1890. With over 1,100 dealers throughout the United States and 155 dealer locations in Canada, they are more than ready to serve Sourcewell participating entities. Their product line includes a wide variety of products focused on lawn and garden equipment, aeration and irrigation attachments, and beach and waterfront accessories. Kubota Tractor Corporation offers financing and leasing options in addition to competitive pricing discounts.

MTD Products Company has been producing Cub Cadet products since 1961. MTD was purchased by Stanley-Black & Decker in 2021. Cub Cadet has an authorized dealer network of over 1,800 independently owned retailers throughout the United States and Canada. MTD also has multiple warehouses strategically located throughout the US to be able to quickly deliver products to dealers and customers. MTD is offering the full line of Cub Cadet residential and commercial mowers and the full line of DeWalt battery-powered mowers and handheld equipment/commercial attachments. All their discounts are competitive for Sourcewell participating agencies.

Positec Commercial Inc was established in 1994. Positec is in over 14 countries, has 4000 employees, and 2700 locations globally. Kress is sold exclusively through a Kress authorized dealer network throughout the US and Canada. Positec has 1200 sales representatives, 600 dealer locations in the United States and Canada that provide service to customers, and four distribution centers. They are willing and able to support all of the contiguous US, Canada, and nonprofits. Positec is offering an adequate discount on Kress products and has financing and leasing options.

Scag Power Equipment was established in 1982 in Wisconsin and has been working in mowing, turf, and debris management equipment since their inception. They can serve our participating agencies through their 1200 dealers along with their sales and service force. Scag Power Equipment is offering many mower options, along with spreaders, sprayers, and debris management at a substantial discount for Sourcewell participating agencies.

STIHL Incorporated was established in 1926. STIHL manufacturers over 100 models of tools, has approximately 20,000 employees in over 160 countries, 250 sales representatives in the United States, 5 independent distributors, 11,000 independent dealers in their network, and 6 company-owned branches. STIHL is willing and able to support all the United States and United States' territories. STIHL is offering a significant discount coupled with leasing and financing options.

The Toro Company was founded in 1914 and is a leading worldwide provider of turf and landscape maintenance equipment. They offer a wide variety of lawn and garden, irrigation, and beach and waterfront equipment and accessories. Their sales team and dealer network will serve Sourcewell participating entities in the United States and Canada. The Toro Company has multiple leasing and financing options and is offering Sourcewell participating entities substantial pricing discounts.

Walker Manufacturing Company, founded in 1958, but has been in lawn and garden since 1980 with 4,000 people in their workforce across the United States and Canada. They are offering lawn mowers, with many deck attachments, boom sprayers, snowblowers, buckets, and blade. All of their products have various safety and ergonomic options. Walker also offers a competitive pricing discount on their products.

Wright Manufacturing, Inc., is a privately owned family business founded in 1981. With over 50 U.S. patents, they have a deep understanding of the landscaping industry. They manufacture a variety of commercial mowing solutions including stand-on mowers, zero-turn mowers, wide-area walk-behind mowers, and accessories. With eleven distributors across the United States and Canada, and over 700 independently owned dealers, they are ready to serve Sourcewell participating entities. Wright Manufacturing, Inc., offers a significant discount off MSRP, along with volume-based discounts.

For these reasons, the following awards of Sourcewell #112624 are recommended:

Ariens Company	112624-ACO
Deere & Company	112624-DAC
Doosan Bobcat North America, Inc.	112624-CEC
DuCo, LLC	112624-ODB
Echo Incorporated	112624-ECHO
Embankscape Equipment LLC	112624-EMB
Generac Power Systems	112624-GNR
Greenworks North America LLC	112624-GNW
Husqvarna Professional Products, Inc.	112624-HSQ
Hustler Turf Equipment, Inc.	112624-THE
Jacobsen	112624-JCS
Kubota Tractor Corporation	112624-KBA
MTD Products Company	112624-MTD
Positec Commercial Inc.	112624-POSC
Scag Power Equipment	112624-SCG
STIHL Incorporated	112624-STIHL
The Toro Company	112624-TTC
Walker Manufacturing Company	112624-WKR
Wright Manufacturing, Inc. - Frederick, MD	112624-WRT

DocuSigned by:

*Ginger Line*

851994C8DEB1414...

Ginger Line, MPA, NIGP-CPP, CPPB Senior Procurement Analyst

DocuSigned by:

*Ben James*

10F9A1507AD74D7...

Ben James, Procurement Analyst II

DocuSigned by:

*Ashley Powers*

FC1E850FA8DF4AC...

Ashley Powers, Procurement Analyst I

Signed by:

*David Gonzalez*

52EA41E2FB42499...

David Gonzalez, Procurement Analyst I

**STATEMENT OF COMPLIANCE**

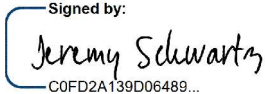
As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #112624 for Grounds Maintenance Equipment and Related Attachments**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement master agreements.
2. The procurement process and resulting master agreements have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.
3. The awards listed were made based on the results of the competitive solicitation process.
4. The awards listed were ratified by the Sourcewell Board of Directors on February 18, 2025.

Signed by:

  
C0FD2A139D06489...

---

Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP  
Sourcewell Chief Procurement Officer



# The New York State Contract Reporter

*NYS' official source of contracting opportunities  
Bringing business and government together*

This document printed  
Wednesday, 10/09/2024

## Contracting Opportunity

**Title:** Grounds Maintenance Equipment and Related Attachments  
**Agency:** Sourcewell  
**Division:** Procurement Department  
**Contract Number:** 112624  
**CR Number:** 2114420  
**Contract Term:** 4 Years  
**Date of Issue:** 10/08/2024  
**Due Date/Time:** 11/26/2024 4:30 PM  
 Central Time  
**County(ies):** All NYS counties  
**Classification:** Agriculture, Forestry, Gardening, Landscaping, Lawn Maintenance & Snow Removal - *Commodities*  
**Opportunity Type:** General  
**Entered By:** Tara Wolff  
**Description:** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Grounds Maintenance Equipment and Related Attachments to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 26, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Service-Disabled Veteran-Owned Set Aside:** No

**\* These goods or services have been purchased from an out-of-state/foreign vendor within the past three years.**

**Business entities awarded an identical or substantially similar procurement contract within the past five years:**

Ariens

Bobcat/Doosan/Clark Equipment

Cub Cadet

Deere and Company

Generac

Husqvarna

Hustler

Kubota

Old Dominion Brush

Scag Power Equipment

Toro

Woods Equipment

## Contact Information

**Primary contact:** Sourcewell  
Procurement Department  
Tara Wolff  
Procurement Manager  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-541-5362  
rfp@sourcewell-mn.gov

**Submit to** Sourcewell  
**contact:** Procurement Department  
Tara Wolff  
Procurement Manager  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-541-5362  
rfp@sourcewell-mn.gov

## **Bid Results**

Bid Results have not been entered

## Awards

Awards have not been entered

© 2024, Empire State Development <http://www.esd.ny.gov/>



To: Sourcewell - Ben James  
Po Box 219  
Staples, MN, 564790219

State of OR }  
 } SS:  
County of Multnomah }

**10/09/2024.**

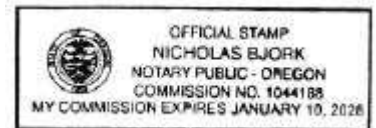
SIGNED OR ATTESTED BEFORE ME ON 11<sup>th</sup> day of October 2024

By:

Michelle A Ross

Michelle A. Ropp

By:

$$n-1 \quad B_j-1$$


Nicholas Bjork  
Notary Public, State of OR  
No. 1044188

Page 1 of 2

**EXHIBIT A**

**SOURCEWELL  
GROUNDS MAINTENANCE  
EQUIPMENT AND RELATED  
ATTACHMENTS**

**Proposals Due 4:30 pm,  
November 26, 2024**

**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Grounds Maintenance Equipment and Related Attachments to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 26, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Oct. 9, 2024. 2656373

---

# LOCALiQ

## The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

### **AFFIDAVIT OF PUBLICATION**

PO Box 219  
Sourcewell  
202 12th St NE PO Box 219  
Staples AZ 56479-0219

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

10/08/2024, 10/15/2024

and that the fees charged are legal.  
Sworn to and subscribed before on 10/15/2024

Legal Clerk

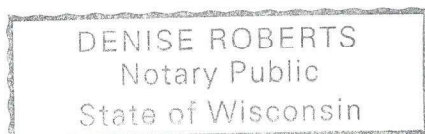
Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$41.40	
Tax Amount:	\$0.00	
Payment Cost:	\$41.40	
Order No:	10641503	# of Copies:
Customer No:	1191238	0
PO #:	LOKL0169961	

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*



## Request for Proposals

Sourcwell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Grounds Maintenance Equipment and Related Attachments** to result in a procurement solution for use by its Participating Entities. Sourcwell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcwell Procurement Portal [<https://proportal.sourcwell-mn.gov>]. Only proposals submitted through the Sourcwell Procurement Portal will be considered. Proposals are due no later than November 26, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

LPXLP

October 8, 15 2024

LOKL0169961



The Beaufort Gazette  
The Belleville News-Democrat  
Bellingham Herald  
Centre Daily Times  
Sun Herald  
Idaho Statesman  
Bradenton Herald  
The Charlotte Observer  
The State  
Ledger-Enquirer

Durham | The Herald-Sun  
Fort Worth Star-Telegram  
The Fresno Bee  
The Island Packet  
The Kansas City Star  
Lexington Herald-Leader  
The Telegraph - Macon  
Merced Sun-Star  
Miami Herald  
El Nuevo Herald

The Modesto Bee  
The Sun News - Myrtle Beach  
Raleigh News & Observer  
Rock Hill | The Herald  
The Sacramento Bee  
San Luis Obispo Tribune  
Tacoma | The News Tribune  
Tri-City Herald  
The Wichita Eagle  
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	598917	Print Legal Ad-IPL01974410 - IPL0197441		\$160.64	1	18 L

Attention: Carol Jackson

SOURCEWELL  
PO BOX 219  
STAPLES, MN 56479

carol.jackson@sourcewell-mn.gov

**REQUEST FOR PROPOSALS**  
Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Grounds Maintenance Equipment and Related Attachments** to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 26, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.  
IPL0197441  
Oct 9 2024

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:  
10/09/24

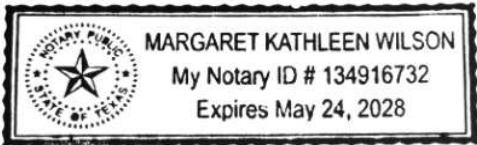
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 9th day of October in the year of 2024

Margaret K. Wilson

Notary Public in and for the state of Texas, residing in Dallas County



Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Extra charge for lost or duplicate affidavits.  
Legal document please do not destroy!

**To Advertise:  
800-397-0070  
sales@russelljohns.com**





Purchasing Connection

Buyers

Suppliers

Browse

Resources

Open & competitive opportunity

Share

Request for Proposal

# Grounds Maintenance Equipment and Related Attachments

APC Reference #      AB-2024-08768      Internal Reference # 112624

Time Until Closing  
**48** days **6** hrs **11** min

Category  
**Goods**

Contracting Organization  
**Rural Municipalities of  
Alberta (RMA)**

Bookmark

Express Interest

Open

Evaluation

Selection

Awarded

Posting Date & Time

Tue • Oct 8, 2024 • 9:00 am (MT)

Closing Date & Time

Tue • Nov 26, 2024 • 3:30:00 pm (MT)

- [↓ General Info](#)
- [↓ Contact Info](#)
- [↓ Submission Info](#)
- [↓ Document Downloads](#)
- [↓ Interested Suppliers](#)

When the information in this online posting varies from the downloadable documents (see below), the information in the documents always supersedes the information shown below.

General Info

Contracting Organization

Rural Municipalities of Alberta (RMA)

Organization Address

2510 Sparrow Drive  
Nisku, Alberta  
T9E 8N5  
Canada

Posting Type

Open & competitive opportunity

Solicitation Type

Request for Proposal

Region(s) of Delivery

Alberta

## Trade Agreement(s)

NWPTA • CFTA • TCA • CETA

## Description/Summary

Canoe Procurement Group of Canada, is posting the solicitation on behalf of CivicInfo BC, RMA, SARM, AMM, LAS, UMN, NSFM, FPEIM, MNL, NWTAC, NAM, AYC and its current and potential Members and represented Associations and their Members, which includes all MASH/MUSH sectors, Provincial Governments, Federal Agencies, Crown Corporations, local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador, Northwest Territories, Yukon Territories and Nunavut. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of Canadian trade agreements (including Canadian Free Trade Agreement (CFTA) Chapter 5, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement (CETA) Chapter 19, New West Partnership Trade Agreement (NWPTA), Atlantic Trade and Procurement Partnership (ATPP) as applicable).

Canoe/Sourcwell is requesting proposals for Grounds Maintenance Equipment and Related Attachments to result in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcwell Procurement Portal [<https://proportal.sourcwell-mn.gov>]. Only proposals submitted through the Sourcwell Procurement Portal will be considered. Proposals are due no later than November 26, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

1. Sourcwell and Canoe are seeking proposals for Grounds Maintenance Equipment and Related Attachments, such as:
  - a. Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;

- b. Irrigation and aeration equipment, systems, parts, and installation; and
- c. Beach and waterfront maintenance equipment and accessories.

Proposers may include related tools, attachments, parts, accessories, and services related to the solutions described in subsection 1.a.-c. above, including but not limited to: repair, maintenance, installation, and warranty programs to the extent that these solutions are complementary to the equipment and services being proposed.

2. This solicitation should NOT be construed to include equipment principally intended or designed for highway maintenance or construction, road right-of-way, tree maintenance, or sewer maintenance.

3. The primary focus of this solicitation is on Grounds Maintenance Equipment and Related Attachments. However, this solicitation should NOT be construed to include "attachment only," "service only," or "installation only" solutions.

This solicitation does not include equipment, products, or services covered under categories included in master agreements currently maintained by Sourcewell:

- a. Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies (RFP #080521)
- b. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222)
- c. Portable Construction Equipment with Related Accessories and Attachments (RFP #110421)
- d. Ag Tractors with Related Attachments, Accessories, and Supplies (RFP #082923)
- e. Road Right-of-Way Maintenance Equipment (RFP #070821)

4. The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

5. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be

considered. It is the Proposer’s sole responsibility to ensure that the proposal is received on time.

6. Following submission of proposals, negotiations may be permitted.

7. List of current and Potential Members and represented Associations and their Members which includes all MASH/MUSH sectors, Provincial Governments, Federal Agencies, Crown Corporations, local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador, Northwest Territories, Yukon Territories and Nunavut located here, <https://canoeprocurement.ca/canoe-current-future-members/>

**Estimated Contract Start Date**

Jan 2, 2025

**Estimated Contract End Date**

Jan 2, 2029

**Estimated Contract Duration**

4 Year(s) — 0 Week(s) — 1 Day(s)

\*These estimated contract dates and duration are only estimates and subject to change.

**UNSPSC Commodity Codes**

The United Nations Standard Products and Services Code (UNSPSC) is an international classification system for products and services. You can use these codes to search for opportunities/notices that match the specific categories of products and/or services you supply. Previously used Goods and Services Identification Number (GSIN) codes are also listed, where available, as a convenience to Suppliers.

Code	GSIN Code	Description	Code Level
21100000	N3700	Agricultural and forestry and landscape machinery and equipment	Family
21101701	—	Mowers	Commodity

Code	GSIN Code	Description	Code Level
21101800	N3700	Dispersing and spraying appliances for agriculture	Class
21101801	—	Sprayers	Commodity
21102500	N3720	Irrigation systems and equipment	Class
25101926	N2300	Snow plow truck	Commodity
72102900	K107	Facility maintenance and repair services	Class
72102903	K107	Snow removal services	Commodity
72102905	K107	Exterior grounds maintenance	Commodity

**Note:** Access the full open dataset of codes used in APC at [Open Government](#).

[↑ Back to top](#)

# Contact Info

If you have questions, please contact the Contact Person below **only by email**.

Contact Person	Method of Contact
Tara Wolff Manager of Procurement	<a href="mailto:rfp@sourcewell-mn.gov">rfp@sourcewell-mn.gov</a>

**Address**  
2510 Sparrow Drive  
Nisku, Alberta  
Canada  
T9E 8N5

[↑ Back to top](#)

# Submission Info

## Submission Channel(s)

Follow the instructions...

Only Proposals submitted through the Sourcewell Procurement Portal will be considered.

<https://portal.sourcewell-mn.gov>

Proposals are due no later than November 26, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

## Additional Submission Information

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 26, 2024, 4:30 pm Central Time, and late proposals will not be considered.

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcwell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcwell’s support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcwell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

[↑ Back to top](#)

# Document Downloads

**Please take note**

When you download a document, you are automatically added to the Interested Suppliers List (below) and subscribed to email notifications for this opportunity. You can remove yourself from this list by selecting the "Update Interest" button at the top of this page and then unselecting the "I'm interested in this opportunity" checkbox in the Express Interest section.

## Documents

**Document Name**

File Info

Procurement Package

Grounds\_Maintenance\_Eqt\_RFP\_112624\_Canoe  
PDF • 2.4 MB

 [Download](#)

[↑ Back to top](#)

# Interested Suppliers

Prior to submitting a response to an opportunity, you should express interest before its Closing Date, so that your business name is published in the Interested Suppliers list below and you are subscribed to email notifications of updates to the opportunity.

Additionally, you may also choose to explicitly indicate interest in potential partnership inquiries from other Suppliers for this opportunity and publish your preferred contact information in the Interested Suppliers list.

Note that you will automatically be deemed as having expressed interest in an opportunity when you download any opportunity documents. You can update your interest in the opportunity and/or in partnerships at any time before the Closing Date, after which expressing and/or updating interest will NOT be available.

Interested Suppliers list  Interested in partnerships with other Suppliers

☐ Only display Suppliers interested in partnerships with other Suppliers.

**Calgary Tractorland**



Derek Bell   [dbell@tractorland.ca](mailto:dbell@tractorland.ca)   (403) 669-7923

**Calmont EquipmentLtd.**



Mark Graburn   [mark.graburn@calmont.ca](mailto:mark.graburn@calmont.ca)   (780) 598-1645

**Krusi Contracting Ltd.**  
Spider Excavating • All terrain excavating

**LAPRAIRIE WORKS INC.**

**Prototype Integrated Solutions Inc.**

**Ranch jm landscape and construction ltd**

[↑ Back to top](#)



**Bid RFP #112624 - Grounds Maintenance Equipment and Related Attachments** [\[Switch to Vendor View\]](#)

<div>Bid Type <b>RFP</b></div> <div>Bid Number <b>112624</b></div> <div>Title <b>Grounds Maintenance Equipment and Related Attachments</b></div> <div>Start Date <b>Oct 8, 2024 6:30:00 AM CDT</b></div> <div>End Date <b>Nov 26, 2024 4:30:00 PM CST</b></div> <div>Agency <b>Sourcewell</b></div> <div>Bid Contact <b>Tara Wolff</b> (218) 541-5362 rfpads@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219</div>	<div><b>Access Reports</b> View reports on who has been notified of the bid or accessed it. [Notification report] [Access report]</div> <div><b>Questions</b> 0 Questions 0 Unanswered [View Questions]</div> <div><b>Award</b> Begin the awarding process [Award]</div> <div><b>Awarding Details</b> [Final Award Tabulation]</div>
---	--

**Description**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Grounds Maintenance Equipment and Related Attachments** to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 26, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Pre-Bid Conference**

Date <b>Nov 5, 2024 10:00:00 AM CST</b>
Location <b>Online Conference</b>
Notes <b>Login information will be emailed two (2) business days prior to the event to those registered in the Sourcewell Procurement Portal.</b>

**Documents**

No Documents for this bid

The Public | Group<sup>TM</sup>

[Bids Homepage \(/Module/Tenders/en/Home/BidsHomepage\)](#)    [Create Account \(/Module/Tenders/en/Vendor/Create/42b90b89-9f67-483a-96e3-9b0490d01d40\)](#)    [Login \(/Module/Tenders/en/Login/Index/42b90b89-9f67-483a-96e3-9b0490d01d40\)](#)

# View Details

Click [here](https://www.bidsandtenders.ca) [\(https://portal.sourcewell-mn.gov/\)](https://portal.sourcewell-mn.gov/) to return to the Sourcewell Procurement Portal home page.

## Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 112624
Bid Name:	Grounds Maintenance Equipment and Related Attachments
Bid Status:	<b>Open</b>
Bid Closing Date:	Tue Nov 26, 2024 4:30:00 PM (CST)
Question Deadline:	Mon Nov 18, 2024 4:30:00 PM (CST)
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	Yes
Public Opening Address:	See RFP and FAQ documents for details

Description:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Grounds Maintenance Equipment and Related Attachments** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov> (<https://proportal.sourcewell-mn.gov>)]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **November 26, 2024, at 4:30 p.m. Central Time**, and late proposals will not be considered.

Bid Document Access:

Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation. [Show Categories \[+\]](#)

Categories:

Submit a Question

Register for this Bid

Download Bid Documents

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.

Documents

File Name

**Master Agreement Grounds Maintenance Equip. RFP 112624**

Friday September 20, 2024 01:08 PM

**Grounds Maintenance Eqt RFP 112624**

Friday September 20, 2024 02:27 PM

Addenda

File Name

**Addendum 1 Grounds Maintenance Eqpt RFP**

Wednesday October 9, 2024 07:54 AM

OPEN

## Grounds Maintenance Equipment and Related Attachments

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Grounds Maintenance Equipment and Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the RFP can be found on the [Sourcewell Procurement Portal](#), and only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 26, 2024 at 04:30 PM CT and late proposals will not be considered.

### Important Dates

Pre-Proposal Conference:  
**November 05, 2024 at 10:00 AM CT**

Proposal Due:  
**November 26, 2024 at 04:30 PM CT**

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

**Sourcewell Procurement Portal** [↗](#)



[About](#)  
[Careers](#)  
[Compliance & Legal](#)  
[Contact](#)  
[News](#)

[Terms & Conditions](#)  
[Privacy Policy](#)  
[Accessibility](#)

[All Solutions →](#)  
[Minnesota-Only Solutions →](#)  
[Supplier Resources →](#)



© 2023 Sourcewell. All rights reserved.

Bidding

- Publish

Bid Announcements

Doc. Taker's List

(/viewDocTakerInformation/551421)



Publish /Verify Contents

Solicitation Setting

- ✓

Invite Bidders

No
- ✓

Enable Collaboration with other Users

No
- ✓

Internal Approval

No
- ✓

Accept Online Responses

No
- ✓

Evaluate Response online

No

Solicitation Details

Mandatory Information			
Solicitation Type	RFP	Solicitation Number	112624
Solicitation Name	Grounds Maintenance Equipment and Related Attachments	Procurement Type	Goods
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		
Internal Information (For Internal Use Only)			
Procurement Title/Project Name	112624 Grounds Maintenance Equipment and Related Attachments		

Requirement

- ✓

Are suppliers required to agree to a Non-Disclosure Agreement(NDA)/Document Access Control to access the solicitation documents?

No
- ✓

Do you want suppliers to notify you of their Intent to Respond(ITR) to your solicitation?

No
- ✓

Schedule a Pre-Bid Meeting or Site Meeting

Yes

1

Recommended

| 11/05/2024 10:00:00 CT |

Login information will be emailed two (2) business days after registration in the Sourcewell Procurement Portal.

Home (/dashboard)

List of Bidding (/bidding/list)

Solicitation Details

Publish

Bid Announcements

Doc. Taker's List

(/viewDocTakerInformation/551421)

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$160,000,000
Publish Date	10/09/2024	Closing Date & Time	11/26/2024 1
Publish Option		Value Range for this Solicitation	10,000,001 ov

Selected Categories

Construction ()

Landscaping/ Grounds Maintenance/ Supplies

Landscaping/Grounds Maintenance/Supplies: Fertilizer, Seeds, Sods Planters, Bark Mulch, Soil Control, Aquarium/Aquatic Materials, rea management, horticulture etc

Solicitation Overview

Home (/dashboard) > List of Bidding (/bidding/list) > Solicitation Details

- Publish

Bid Announcements

Doc. Taker's List

(/viewDocTakerInformation/551421,



Grounds Maintenance Equipment and Related Attachments

112624

Closing Date: 11/26/2024 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Grounds Maintenance Equipment and Related Attachments to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 26, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

Bid Documents

Bid Document

No Data Found

**Bid Announcements** ▼

[\[User Manuals/Support !\[\]\(343507b81ed7f5d5f10ac51534bed10b\_img.jpg\)](#)

(/viewDocTakerInformation/551421)

Notice

Basic Information

**Estimated Contract Value (CAD)** \$218,888,000.00 (Not shown to suppliers)  
**Reference Number** 0000279958  
**Issuing Organization** Sourcewell  
**Owner Organization**  
**Solicitation Type** RFP - Request for Proposal (Formal)  
**Solicitation Number** 112624  
**Title** Grounds Maintenance Equipment and Related Attachments  
**Source ID** PP.CO.USA.868485.C88455

Details

**Location** All of Canada, All of Canada  
**Purchase Type** Duration:4 years  
**Description** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Grounds Maintenance Equipment and Related Attachments to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewellmn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 26, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

**Publication** 2024/10/09 11:42:21 AM EDT  
**Question Acceptance Deadline** 2024/11/18 01:00:00 AM EST  
**Questions are submitted online** No  
**Bid Intent** Not Available  
**Closing Date** 2024/11/26 05:30:00 PM EST

**Prebid Conference** 2024/11/05 11:00:00 AM EST

Contact Information

Procurement Department  
218-894-1930  
rfp@sourcewell-mn.gov

Pre-Bidding Events

**Event Type** Prebid Conference  
**Attendance** Recommended  
**Event date** 2024/11/05 11:00:00 AM EST  
**Location** Online Conference  
**Event Note** Login information will be emailed two (2) business days prior to the event to those registered in the Sourcewell Procurement Portal.

Bid Submission Process

**Bid Submission Type** Electronic Bid Submission  
**Pricing** In attached document  
**Pricing** In attached document  
**Bid Documents List**

Item Name	Description	Mandatory	Limited to 1 file
Bid Documents	Documents defining the proposal	Yes	No

Categories

Selected Categories

GSIN Category (1)	
G	<b>Goods</b> Goods
N37	<b>Agricultural Machinery And Equipment</b> Agricultural Machinery And Equipment
N3750C	<b>GARDENING AND GROUND MAINTENANCE IMPLEMENTS AND TOOLS, POWERED (N.E.S)</b> GARDENING AND GROUND MAINTENANCE IMPLEMENTS AND TOOLS, POWERED (N.E.S)
MERX Category (1)	
G	<b>Goods</b> Goods
G19	<b>Machinery and Tools</b> Machinery and Tools
UNSPSC Categories (5)	
21000000	<b>Farming and Fishing and Forestry and Wildlife Machinery and Accessories</b>
21100000	<b>Agricultural and forestry and landscape machinery and equipment</b>
21101500	<b>Agricultural machinery for soil preparation</b>
21101600	<b>Agricultural machinery for planting and seeding</b>
21101800	<b>Dispersing and spraying appliances for agriculture</b>
21102200	<b>Forestry machinery and equipment</b>
21102300	<b>Greenhouse equipment</b>

90 S 400 W STE 600  
SALT LAKE CITY, UT 84101-1431

# The Salt Lake Tribune

## PROOF OF PUBLICATION

**CUSTOMER NAME AND ADDRESS**

SOURCEWELL  
CAROL JACKSON  
PO BOX 219  
Staples, MN 56479  
Carol.Jackson@sourcewell-mn.gov

**ACCOUNT NUMBER**

21495

**ACCOUNT NAME**

SOURCEWELL

**TELEPHONE**

218-894-5481

**ORDER #**

SLT0029700

**CUSTOMER REFERENCE NUMBER****CAPTION**

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Grounds Maintenance Equipment and Related Attachments to result in a procurement solution for use by its Participating Entities.

**TOTAL COST**

\$51.80

## CUSTOMER'S COPY

**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Grounds Maintenance Equipment and Related Attachments to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 26, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SLT0029700**

## AFFIDAVIT OF PUBLICATION

AS THE SALT LAKE TRIBUNE, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Grounds Maintenance Equipment and Related Attachments to result in a procurement solution for use by its Participating Entities. FOR SOURCEWELL WAS PUBLISHED BY THE SALT LAKE TRIBUNE, INC., WEEKLY NEWSPAPER PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON 10/08/2024, 10/09/2024

DATE 10/11/2024

SIGNATURE



STATE OF UTAH  
COUNTY OF SALT LAKE

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 11th DAY OF OCTOBER IN THE YEAR 2024

BY Doug Ryle



NOTARY PUBLIC SIGNATURE

PO BOX 271693  
SALT LAKE CITY UTAH 84127  
FED. TAX I.D.# 87-0128317  
801-204-6910



## PROOF OF PUBLICATION

## CUSTOMER'S COPY

## CUSTOMER NAME AND ADDRESS

SOURCEWELL  
Carol Jackson  
PO Box 219  
Staples, MN 56479-0219

## ACCOUNT NUMBER

53551

## ACCOUNT NAME

SOURCEWELL

## TELEPHONE

218-894-5483

## ORDER #

DN0025986

## CUSTOMER REFERENCE NUMBER

RFP - Grounds Maintenance Equipment

## CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Grounds Maintenance Equipment and Related Attachments to result in a procurement solution for use by its Participating Entities.

## TOTAL COST

\$40.56

## REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Grounds Maintenance Equipment and Related Attachments to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://proportal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 26, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

DN0000000

## AFFIDAVIT OF PUBLICATION

AS THE DESERET NEWS, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **LEGAL NOTICE FOR SOURCEWELL** WAS PUBLISHED BY DESERET NEWS, INC., WEEKLY NEWSPAPER PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON 10/09/2024

DATE 10/11/2024

STATE OF UTAH  
COUNTY OF Salt Lake

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 11th DAY OF OCTOBER IN THE YEAR 2024

BY KARYN VIGIL

SIGNATURE



LENEA TAPUSOA  
NOTARY PUBLIC-STATE OF UTAH  
COMMISSION# 737955  
COMM. EXP. 07-01-2028

NOTARY PUBLIC SIGNATURE



## Proposal Opening Record

Date of opening: November 26, 2024

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Grounds Maintenance Equipment and Related Attachments to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 26, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

The undersigned certify that all responses received on Request for Proposal #112624 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Ariens Company – Submitted Tuesday, November 26, 2024, 8:03:23 AM  
Aztec Rental Center #2, Inc – Submitted Thursday, November 14, 2024, 7:37:24 AM  
Bad Boy Inc. – Submitted Friday, November 15, 2024, 2:39:18 PM  
Bonnell Industries Inc – Submitted Friday, November 22, 2024, 9:10:05 AM  
BUCEPHALUS BUYER, LLC – Submitted Wednesday, November 20, 2024, 12:28:53 PM  
Carswell Distributing Company – Submitted Tuesday, November 26, 2024, 2:04:16 PM  
Chervon North America – Submitted Tuesday, November 26, 2024, 2:40:56 PM  
Deere & Company – Submitted Tuesday, November 26, 2024, 10:28:52 AM  
Doosan Bobcat North America, Inc – Submitted Monday, November 25, 2024, 3:13:35 PM  
DuCo, LLC – Submitted Tuesday, November 26, 2024, 12:05:39 PM  
Echo Incorporated – Submitted Tuesday, November 26, 2024, 6:56:02 AM  
EGHOLM A/S – Submitted Monday, November 25, 2024, 2:11:22 PM  
Embankscape Equipment LLC – Submitted Monday, November 25, 2024, 12:05:21 PM  
Energreen America Inc. – Submitted Thursday, November 21, 2024, 8:57:29 AM  
Federal Contracts Corp – Submitted Tuesday, November 26, 2024, 1:38:29 PM  
Gardner, Inc. – Submitted Tuesday, November 26, 2024, 3:02:09 PM

Gemplers – Submitted Tuesday, November 26, 2024, 3:24:37 PM  
Generac Power Systems – Submitted Tuesday, November 26, 2024, 3:41:10 PM  
HENDERSON PRODUCTS INC – Submitted Monday, November 25, 2024, 9:46:25 AM  
Husqvarna Professional Products, Inc – Submitted Tuesday, November 26, 2024, 12:25:46 PM  
Hustler Turf Equipment Inc – Submitted Thursday, November 14, 2024, 2:05:14 PM  
Intelligent Marking USA, Inc. – Submitted Monday, November 25, 2024, 12:51:32 PM  
Iowa Farm Equipment – Submitted Tuesday, November 26, 2024, 1:56:55 PM  
Jacobsen – Submitted Tuesday, November 26, 2024, 8:13:34 AM  
JHouston Holdings LLC – Submitted Friday, November 22, 2024, 11:04:03 AM  
Kinnerium-Hiniker LLC. – Submitted Monday, November 25, 2024, 2:54:53 PM  
Kubota Tractor Corporation – Submitted Monday, November 25, 2024, 1:26:15 PM  
Land Pride, A Division of Great Plains Mfg. Inc. – Submitted Thursday, November 21, 2024, 11:06:40 AM  
Milwaukee Tool – Submitted Monday, November 25, 2024, 11:23:09 AM  
MTA Distributors, LLC – Submitted Tuesday, November 26, 2024, 2:48:04 PM  
MTD Products Company – Submitted Monday, November 25, 2024, 11:05:11 AM  
Positec Commercial Inc – Submitted Monday, November 25, 2024, 10:40:51 PM  
Prinoth LLC – Submitted Tuesday, November 26, 2024, 1:59:20 PM  
Pro-Tech Manufacturing & Distribution INC – Submitted Tuesday, November 19, 2024, 3:24:32 PM  
Scag Power Equipment – Submitted Tuesday, November 26, 2024, 12:27:34 PM  
Schiller Grounds Care – Submitted Tuesday, November 26, 2024, 2:11:18 PM  
SiteOne Landscape Supply – Submitted Monday, November 25, 2024, 2:54:49 PM  
STEC EQUIPMENT – Submitted Wednesday, November 20, 2024, 9:44:21 AM  
Steel Green Manufacturing – Submitted Tuesday, November 26, 2024, 2:32:22 PM  
STIHL Incorporated – Submitted Friday, November 22, 2024, 2:44:18 PM  
Stinger Equipment, Inc. – Submitted Tuesday, November 26, 2024, 2:38:31 PM  
The Toro Company – Submitted Tuesday, November 26, 2024, 12:27:02 PM  
TinyMobileRobots LLC US – Submitted Tuesday, November 26, 2024, 3:35:23 PM  
Tool Rentals By Durant's – Submitted Tuesday, November 26, 2024, 4:14:38 PM  
Trackless Vehicles Ltd. – Submitted Friday, November 22, 2024, 1:22:17 PM  
Trimax Mowing Systems Inc – Submitted Tuesday, November 26, 2024, 3:20:27 PM  
Turf Robotics LLC – Submitted Sunday, November 24, 2024, 3:56:54 PM  
United Rotary Brush Corporation – Submitted Tuesday, November 26, 2024, 8:37:41 AM  
Victoria McVay LLC – Submitted Tuesday, November 26, 2024, 3:27:25 PM  
Walker Manufacturing Company – Submitted Tuesday, November 26, 2024, 11:26:59 AM  
Western Trailer Sales Co – Submitted Wednesday, November 13, 2024, 2:42:25 PM  
WINSUPPLY OF MCALLEN TX CO – Submitted Tuesday, November 26, 2024, 2:20:56 PM  
Woods Equipment Company – Submitted Tuesday, November 26, 2024, 9:01:56 AM  
Wright Manufacturing, Inc. - Frederick, MD – Submitted Thursday, November 21, 2024, 7:52:28 AM  
York Modern Corporation – Submitted Saturday, November 23, 2024, 9:48:56 AM  
Zimeno Inc. – Submitted Tuesday, November 26, 2024, 10:06:10 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on November 26, 2024, at 4:30 pm CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:

*Ginger Line*

851994C8DEB1414...

Ginger Line, MPA, NIGP-CPP, CPPB  
Senior Procurement Analyst

DocuSigned by:

*Ben James*

10F9A1507AD74D7...

Ben James, Procurement Analyst

**Proposal Evaluation**  
**Grounds Maintenance Equipment and Related Attachments RFP #112624**

	Possible Points	Conformance to RFP Requirements																	Federal Contracts Corp
		Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	
Financial Viability and Marketplace Success	50	44	24	41	41	41	27	39	39	46	45	35	35	39	39	39	35	35	
Ability to Sell and Deliver Service	150	133	78	119	129	128	74	137	140	140	127	106	117	121	121	117	90	90	
Marketing Plan	100	82	40	65	82	79	64	74	81	79	77	79	79	66	71	71	66	71	
Value Added Attributes	100	87	40	77	87	73	68	68	90	89	93	81	89	83	83	83	83	83	
Depth and Breadth of Offered Equipment, Products, or Services	200	136	107	126	63	125	119	158	158	176	126	142	157	152	152	152	173	173	
Pricing	400	346	285	326	336	331	254	347	354	354	329	285	340	304	304	304	292	292	
Total Points	1,000	828	554	774	738	763	587	845	868	868	799	726	821	765	765	744	744	744	
Rank Order		11	41	20	27	23.5	39	7	1	1	16	29	14	22	22	26	26	26	

	Possible Points	Conformance to RFP Requirements																	Kubota Tractor Corporation	Landpride
		Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass		
Financial Viability and Marketplace Success	50	28	35	45	35		44	44	44	42		29		40		40		40		
Ability to Sell and Deliver Service	150	107	115	138	129	138	134	135	135	117		94		141		141		141		
Marketing Plan	100	66	85	87	85	87	80	83	83	67		57		90		90		90		
Value Added Attributes	100	66	81	86	88		89	83	83	66		60		88		88		88		
Depth and Breadth of Offered Equipment, Products, or Services	200	126	144	155	131		150	153	153	110		151		188		188		188		
Pricing	400	315	303	356	329	356	345	356	356	271		345		304		304		304		
Total Points	1,000	708	763	867	797	843	853	843	843	682		662		851		851		851		
Rank Order		32	23.5	3	17	23.5	5	8.5	34	37		37		6		6		6		

Docusign Envelope ID: 2E4255104337-448E-6D46-6CFB2D6A345

Conformance to RFP Requirements	Possible Points	
	Pass	Fail
Financial Viability and Marketplace Success	50	
Ability to Sell and Deliver Service	118	36
Marketing Plan	55	71
Value Added Attributes	80	80
Depth and Breadth of Offered Equipment, Products, or Services	137	133
Pricing	295	263
Total Points	721	667
Rank Order	30.5	38

Conformance to RFP Requirements	Possible Points	
	Pass	Fail
Financial Viability and Marketplace Success	50	
Ability to Sell and Deliver Service	95	49
Marketing Plan	41	44
Value Added Attributes	51	45
Depth and Breadth of Offered Equipment, Products, or Services	51	113
Pricing	267	199
Total Points	531	471
Rank Order	43	44

DocuSigned by:  
**Ginger Line**  
6196C3B0E014

Ginger Line, MPA NICH-CPP CPFB  
Senior Procurement Analyst

DocuSigned by:  
**Ben James**  
1E9FA15C742767

Ben James  
Procurement Analyst II

DocuSigned by:  
**Billy Powers**  
C5706E485F46

Asimiy Powers  
Procurement Analyst

DocuSigned by:  
**Danu Gonzalez**  
C5706E485F46

Danu Gonzalez  
Procurement Analyst

<b>Price Schedule: Sourcewell RFP # 112624</b>	
Product Description	Discount off MSRP
<b>Turf Equipment</b>	
Residential Zero Turn Radius Mowers – Z300 and Z500 Series	4%
Lawn Tractors – S100 - S240	4%
Lawn Tractors – X300 Series	18%
Garden Tractors – X500 and X700 Series	18%
Equipment for Lawn & Garden Tractors	18%
Commercial Walk Behind Mowers	18%
Commercial Quik Trak Mowers	18%
Commercial Zero Turn Radius Mowers – Z700 Series	9%
Commercial Zero Turn Radius Mowers – Z900 Series	23%
Commercial Front Mowers	23%
Commercial Wide Area Mowers	23%
Equipment for Commercial Mowing	23%
Compact Utility Tractors	18%
Equipment for Compact Utility Tractors	18%
Mid-size Crossover Utility Vehicles	14%
Full-size Crossover Utility Vehicles	14%
Traditional Utility Vehicles (excludes GS Gators)	17%
HPX Utility Vehicles	14%
<b>Golf Equipment</b>	
Golf & Turf – Reel Mowers	24%
Golf & Turf – Special Application Mowers	24%
Golf & Turf – Special Application Vehicles	24%

Golf & Turf – Aercore	24%
Golf & Turf – Debris Management	24%
Golf & Turf – Fleet Management	13%
<b>Frontier Equipment</b>	
Frontier - Cutting & Mowing	18%
Frontier - Hay & Forage	18%
Frontier - Landscape	18%
Frontier - Livestock	18%
Frontier - Material Handling	18%
Frontier - Planting & Seeding	18%
Frontier - Snow Equipment	18%
Frontier - Tillage	18%
Frontier - Sprayers	18%

**Discounts listed are off John Deere’s list price. List price can be found on [www.deere.com](http://www.deere.com) by utilizing “Build & Price” and building the desired machine.**

- Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.**
- Note: John Deere dealers have the option to charge \$8.00 per loaded mile to deliver the equipment to the end-user. Mileages will be calculated using Google Maps.**
- Note: For equipment deliveries to Sourcewell participating entities in Alaska or Hawaii, factory freight to the delivering dealer will be paid by the end-user. Factory freight is known at the time of quoting and will be included on the quote to the end-user.**
- Note: Agencies may utilize [www.deere.com](http://www.deere.com) to obtain the most current information regarding John Deere dealership locations. Select “Find A Dealer” at the top of the page to locate the nearest dealer.**

## Certificate Of Completion

Envelope Id: 441F47FD-4A7F-4BEB-99C1-891978C1E5C9

Status: Sent

Subject: Council Legislation - Deere & Co

Source Envelope:

Document Pages: 121

Signatures: 5

Certificate Pages: 16

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Procurement Resource Group

730 2nd Ave. South 1st Floor

Nashville, TN 37219

prg@nashville.gov

IP Address: 170.190.198.185

## Record Tracking

Status: Original

9/9/2025 10:23:46 AM

Holder: Procurement Resource Group

prg@nashville.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and  
Davidson County

Location: Docusign

## Signer Events

### Signature

### Timestamp

Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication  
(None)

*Elizabeth Jefferson*

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

Sent: 9/9/2025 10:39:40 AM

Viewed: 9/9/2025 10:47:45 AM

Signed: 9/9/2025 10:49:45 AM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dennis Rowland

dennis.rowland@nashville.gov

Purchasing Agent & Chief Procurement Officer

Security Level: Email, Account Authentication  
(None)

*Dennis Rowland*

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 9/9/2025 10:49:56 AM

Viewed: 9/10/2025 6:24:53 AM

Signed: 9/10/2025 6:25:02 AM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication  
(None)

*Jenneen Reed/mjw*

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.100

Sent: 9/10/2025 6:25:16 AM

Viewed: 9/10/2025 3:04:54 PM

Signed: 9/10/2025 3:05:32 PM

### Electronic Record and Signature Disclosure:

Accepted: 9/10/2025 3:04:54 PM

ID: 1b6ad232-5002-4ab7-b4e7-9ca8e1cc4a5a

Macy Amos

macy.amos@nashville.gov

Security Level: Email, Account Authentication  
(None)

*Macy Amos*

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 9/10/2025 3:05:45 PM

Viewed: 9/10/2025 3:15:04 PM

Signed: 9/10/2025 3:16:03 PM

### Electronic Record and Signature Disclosure:

Accepted: 9/10/2025 3:15:04 PM

ID: 008bc508-7aa5-4e7a-95c8-7fa144e8b705

Signer Events	Signature	Timestamp
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		Sent: 9/10/2025 3:16:21 PM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 9/10/2025 11:00:18 AM ID: 6da7750a-3943-4156-b28b-cf65102b77a6		
Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 9/10/2025 3:15:04 PM ID: 008bc508-7aa5-4e7a-95c8-7fa144e8b705		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 9/10/2025 9:47:46 AM ID: e6282d10-03e9-4452-965b-7d435b6c8abc		
Gary Clay gary.clay@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
John Stewart john.stewart@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	9/9/2025 10:39:40 AM
---------------	------------------	----------------------

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure		
--	--	--

1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docuSign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

**4. SUBSCRIPTION SERVICE** During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

**DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

**15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN:** (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

**16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS** You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

**17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER**

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

**19. PRIVACY** Personal information provided or collected through or in connection with this Site shall only be used in accordance with DocuSign's Privacy Policy and these Terms and Conditions are subject to the Privacy Policy on DocuSign's website which sets forth the terms and conditions governing DocuSign's collection and use of personal information from Authorized Users that is gathered through the Site.

**20. ACCESS LIMITS** Your use of the Site is at all times governed by our website Terms of which is the owner of various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in these Terms and Conditions, DocuSign does not transfer to Subscriber of any Authorized User any of DocuSign's technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSign's technology and intellectual property will remain solely with the DocuSign. Subscriber agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Subscription Service or DocuSign's technology. DocuSign agrees that data and information provided by Subscriber under these Terms and Conditions shall remain, as between Subscriber and DocuSign, owned by Subscriber. DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services. Details of this trademark license are available at: <http://www.docusign.com/IP>.

**22. FEEDBACK** By submitting feedback to DocuSign: (a) Subscriber automatically grants to DocuSign a perpetual, irrevocable, transferable, royalty-free license to use Subscriber's feedback for any and all purposes without any compensation to Subscriber; and (b) Subscriber agrees that it will not publish, submit, or display feedback submitted by Subscriber or its Authorized Users to or on any other web site or in any other publicly accessible forum without DocuSign's prior written consent.

**23. GENERAL** Subscriber acknowledges that the Subscription Service and any related products, information, documentation, software, technology, technical data, and any derivatives thereof, that DocuSign makes available to its Subscribers (collectively "Excluded Data"), is subject to export control laws and regulations of the United States and other jurisdictions (collectively "Export Laws"). Subscriber represents and warrants that: (i) it is not located in, under the control of, or a national or resident of an embargoed country or prohibited end user under Export Laws; and (ii) it will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by export laws, without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction it operates or does business. Subscriber is solely responsible for complying with Export Laws for all Excluded Data and any of its content transmitted through the Subscription Service. Subscriber shall advise DocuSign in the event the Excluded Data requires DocuSign to obtain additional licenses, permits and/or approvals from any government in the jurisdiction where Subscriber intends to use the Subscription Service. Upon being advised of such a requirement, DocuSign may at its sole discretion: (a) terminate

Subscriber's Account; (b) obtain such licenses, permits, and/or approvals as may be required; or (c) modify these Terms and Conditions such that additional licenses, permits, and/or approvals are no longer required to be obtained by DocuSign. The Subscription Service will be accessed and delivered via the internet. Subscriber is responsible for obtaining the necessary equipment and internet connection in order to access and use the Subscription Service. In order to fully utilize the Subscription Service, Subscriber will need to maintain certain minimum hardware and software requirements. These requirements are set forth in the Specifications. DocuSign will be and act as an independent contractor (and not as the agent or representative of Subscriber) in the performance of these Terms and Conditions. These Terms and Conditions will not be interpreted or construed as: (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on either party; (c) prohibiting or restricting either party's performance of any services for any third party; or (d) establishing or as a foundation for any rights or remedies for any third party, whether as a third party beneficiary or otherwise. Subscriber must not represent to anyone that Subscriber is an agent of DocuSign or is otherwise authorized to bind or commit DocuSign in any way without DocuSign's prior authorization. Subscriber may not assign its rights, duties, or obligations under these Terms and Conditions without DocuSign's prior written consent. If consent is given, these Terms and Conditions will bind Subscriber's successors and assigns. Any attempt by Subscriber to transfer its rights, duties, or obligations under these Terms and Conditions except as expressly provided in these Terms and Conditions is void. DocuSign may freely assign its rights, duties, and obligations under these Terms and Conditions. DocuSign may utilize a subcontractor or other third party to perform its duties under these Terms and Conditions so long as: (a) DocuSign shall not be relieved of any responsibilities or obligations under these Terms and Conditions that are performed by the subcontractor or third party; and (b) DocuSign shall remain Subscriber's sole point of contact and sole contracting party. We may provide, or third parties may provide, links to other Web sites or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided, and you hereby waive any claim you might have against us with respect to such sites. **DOCUSIGN IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE CONTAINED OUTSIDE THE SITE.** Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or partners on the Site. Any notice required or permitted to be given in accordance with these Terms and Conditions will be effective if it is in writing and sent using the certified delivery function of the Subscription Service, by email, certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth in Subscriber's registration information for Subscriber or on the Site for DocuSign. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using the Subscription Service or email, two business days following the date of mailing, or one business day following delivery to a courier. Written notification to terminate an Account shall be sent by email to support@docuSign.com from the Subscriber's email address set forth in Subscriber's registration information for Subscriber, or by calling

1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default ns on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters.

v140527 How it works eSignature Digital Transaction Management Legality Security Global Take a Demo Free Trial Resource Center By Industry Financial Services Healthcare High Tech Higher Education Insurance Real Estate Life Sciences Government By Department Sales Human Resources Finance IT/Operations Legal Marketing Facilities Support Product Management Procurement Partners & Developers Partner Programs Find a Partner Solution Showcase Partner Portal Dev Center Support & Training DocuSign Support Community DocuSign University Company About DocuSign Leadership Team Financial Investors Board of Directors Security & Trust Blog Events Press Room Careers Contact Subscriptions Follow Us Facebook Twitter LinkedIn Glassdoor Google + YouTube Validate TRUSTe privacy certification Â© DocuSign Inc., 2003 - 2014 221 Main St., Suite 1000, San

Francisco, CA 94105 Sales: +1.877.720.2040 | Support: +1.866.219.4318 North America Terms  
of Use Privacy Policy Intellectual Property Trending Topics: Digital Signature Free What Is  
Electronic Signature Pdf App For Signing Documents Sign Documents On Android What Is  
Digital Signature Processing DocuSign FREE TRIAL BUY NOW Validate TRUSTe privacy  
certification .