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Sourcewell

Solicitation Number: RFP #110421

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vermeer Manufacturing Company, dba Vermeer Corporation, 1210 Vermeer Road, East Pella, IA 50219 (Supplier).

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. *Use; Quality Control.*

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

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

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14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 12/20/2021 | 2:09 PM CST

Vermeer Manufacturing Company, dba Vermeer Corporation

By: DocuSigned by: Chad Tousey 04052E97E152483...

Chad Tousey

Title: Corporate Accounts Manager

Date: 12/20/2021 | 12:44 PM PST

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 12/20/2021 | 3:51 PM CST

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RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Vermeer Corporation
Does your company conduct business under any other name? If yes, please state:	?
Address:	1210 E Vermeer Road Pella, Iowa 50219
Contact:	Chad Tousey
Email:	ctousey@vermeer.com
Phone:	641-629-6903
Fax:	641-629-6903
HST#:	42-0663191

Submission Details

Created On:	Thursday September 16, 2021 10:00:12
Submitted On:	Thursday November 04, 2021 15:17:41
Submitted By:	Chad Tousey
Email:	ctousey@vermeer.com
Transaction #:	f642a28d-11f8-4e9b-b3fe-62714e5f92c2
Submitter's IP Address:	163.116.133.114

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vermeer Manufacturing Company (dba Vermeer Corporation) Tax ID: 42-0663191 Phone: (641) 628-3141 Email: salesinfo@vermeer.com	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vermeer MV Solutions	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not Applicable	*
4	Proposer Physical Address:	1210 Vermeer Road East, Pella, IA 50219 U.S.A.	*
5	Proposer website address (or addresses):	www.vermeer.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chad Tousey Corporate Accounts Manager ctousey@vermeer.com 641-629-6903	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Tousey Corporate Accounts Manager ctousey@vermeer.com 641-629-6903	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Samantha Van Wyk Corporate Accounts Specialist samanthavanwyk@vermeer.com 641-621-7548	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since its inception in 1948, Vermeer Corporation has grown from a one-person Iowa operation, to an international organization that manufactures agricultural, construction, environmental, and industrial equipment. Vermeer Corporation has been in the industry since it was founded in Pella, Iowa, in 1948. Gary Vermeer once said, "Find a need. Fill that need with a product built to last. And simply build the best!" This is a guiding principle for Vermeer. Stemming from this philosophy, Vermeer provides its customers with equipment through a dedicated independent, authorized dealer network offering sales, support, service, and parts. Vermeer is committed to its vision of "Equipped To Do More" In the early years and shortly thereafter, Vermeer developed many "firsts" including the world's first large round hay baler, tree spade, and stump cutter. Now more than 7 decades later, Vermeer Corporation is still developing new products and is an industry market leader in brush chippers, tub and horizontal grinding equipment, composting equipment, trommel screens, trenchers, directional drills and mini skid steers. As a leading trencher equipment manufacturer, Vermeer trenching equipment has been utilized on road construction and mining projects, within the equipment rental industry, and various other job applications. Vermeer corporate offices and manufacturing facilities are in Pella, Iowa, U.S.A., and have 194 dealerships located worldwide. This includes 127 dealerships covering all the United States and 16 dealerships that cover all of Canada. The Vermeer philosophy strongly reflects the Company's character, which encompasses the solid foundation built from decisions made in the past and planning for the organization's present and future. Vermeer's 4P philosophy, Principles, People, Products and Profit, is at the forefront of Vermeer. These principles steer the hub for Vermeer. Now, Vermeer is recognized within our industry as the company that "sets" the standards for quality and customer support.	*
10	What are your company's expectations in the event of an award?	In the event the Sourcewell evaluation team determines that Vermeer is a company that can provide great value to its members and because we believe Sourcewell has its own unique attributes, we would like to continue our efforts in promoting the overall program. This would include continuing our efforts to design, enhance and build quality products that offers the most value over the life cycle of any given product. We plan to enhance our efforts to promote the Sourcewell program, which we feel also provides great value to any existing or potential member. Vermeer would put a strong focus on training; utilizing Sourcewell's assets (web training, promotional literature, contract support and the new Marketplace) and our assets (internal training links, education of sales representatives on the street, and attending trade shows promoting the Sourcewell Contract). The use of periodicals, mass mailings, newsletters and web presence will also be utilized.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See Document: Financial Strength	*
12	What is your US market share for the solutions that you are proposing?	Directional Borers (Under 15,000) FY2021 United States: estimate over 50 percent Directional Borers (15,000 – 50,000) FY2021 United States: estimate over 40 percent Riding Trenchers FY2021 United States: estimate over 30 percent Vibratory Plows FY2021 United States: estimate over 35 percent	*
13	What is your Canadian market share for the solutions that you are proposing?	Directional Borers (Under 15,000) FY2021 Canada: estimate over 50 percent Directional Borers (15,000 – 50,000) FY2021 Canada: estimate over 40 percent Riding Trenchers FY2021 Canada: estimate over 30 percent Vibratory Plows FY2021 Canada: estimate over 35 percent	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Vermeer Corporation is a manufacturer with production facilities in Pella, Iowa, and wholly owned manufacturing subsidaries in Freeman, SD, Greenville, SC and Okahumpka, FL. Vermeer products are sold, distributed, and supported by an independent, dedicated and authorized dealer network, a true extension of Vermeer's ideals and sales efforts. Vermeer's dealers are dedicated to Vermeer and Vermeer's full Product Line. This contrasts with most dealerships in our industry which represent multiple products from multiple manufacturers. Having "dedicated" dealerships provides greater benefits to the end users and to the members of Sourcewell. Each Dealer has multiple field sales personnel and technicians that specialize in this complicated machinery industry. Each dealer provides complete parts and service capabilities for all Vermeer equipment they sell. The sales and service specialists are trained by Vermeer annually and network with each other, so all operate as one group, providing consistent value to our customers and Sourcewell members. The entire Vermeer dealership network has a limited number of independent principle owners and works directly with Vermeer Corporation. Vermeer Corporation and Vermeer dealers work together with professionalism and shared values.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Vermeer holds a certificate of existence to do business in the state of Iowa, along with a certificate of insurance. See Document: Insurance	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	January 2014 - Present Best Place to Work in Marion County (2014, 2015, 2016, 2017) Named Best Place to Work (250+ employees) and Best Supporter of Community Projects (250+ employees) in the Best of Red Rock Awards (2018, 2019, 2020) 401(k) Plansponsor of the Year Finalist by Plansponsor Magazine (2017) Plansponsor Magazine's Best in Class 401(k) plans Plansponsor of the Year Award from ABG (2019) 2nd place in the Special Projects Category of Pension and Investments Eddy Awards (2021) North American Equipment Dealer Association's Dealer Choice Award (2013, 2014, 2015, 2016) Equipment Dealer's Association Dealer Choice Award (2019, 2020) Des Moines Register's Top 100 Workplaces in Iowa (2014, 2015) Business of the Year Award by Habitat for Humanity Private Board of the Year Award for serving the business, team members and community with best practices in structure and performance (2019) Chair Emeritus Bob Vermeer inducted into the Association of Equipment Manufacturers Hall of Fame (2016) Founder Gary Vermeer inducted into the Association of Equipment Manufacturers Hall of Fame (1996) Founder Gary Vermeer induction into Power and Communication Contractors Association (PCCA) Hall of Fame (2015) Chair Emeritus Mary Andringa inducted into the Association of Equipment Manufacturers Hall of Fame (2019) Chair Emeritus Mary Andringa was inducted into the Power and Communication Contractors Association (PCCA) Hall of Fame (2019) Chair Emeritus Mary Andringa was Iowa Business Record's Women of Influence honoree (2020) Chair Emeritus Mary Andringa receives the National Association of Women Business Owners Iowa Legacy Award and inducted into NAWBO Hall of Fame Chair Emeritus Mary Andringa commissioned as Honorary Iowa Colonel of the Militia for contribution to community service Third-Generation Shareholder Mindi Vanden Bosch receives the Red Rock Area Top 10 Young Professionals Award Vermeer Corporation awarded 2021 Trade & Industry Magazine's CiCi (Corporate Investment/Corporate Impact) Award in the Community Impact category for work following 2018 tornado Habitat for Humanity Service Above Self Award to Kevin Glesener 2017 Trenchless Technology Person of the Year to Jim Rankin STEP Awards to Mary Andringa, Wanti Muchtar, Alicia Kuhlman and Eileen Eick Red Rock Area Top 10 Under 40 Awards to Liz Sporrer (2018), Dan Huitink (2019) and Seth Williams (2020) National Certified Welding Inspector (CWI) of the Year Award received by Jeff Redding at FABTECH Metal Manufacturing Conference (2019) Vermeer security team members along with local first responders were honored with the American Heart Association's HeartSaver Hero Award for saving the life of Product Specialist II Kyle Newendorp (2020) Todd Atchison and Seth Howard awarded Patriot Award by the Iowa Employer Support of the Guard and Reserve (ESGR) Two Bronze Telly Awards in the Branded Content: Promotional category and one Silver Telly Award in the Non-Broadcast: Corporate Image category (2019) Public Relations Society of America (PRSA) Award of Excellence in Crisis Communications category (2019) Ames Economic Impact Award by Ames Economic Development Commission Vermeer invited to National Governors' Association Showcase Association of Equipment Manufacturers Pillar of Industry Award (2015, 2016) Vermeer FT100 receives 2015 Contractors' Top 50 New Products from Equipment Today STEM Culture of Excellence Award Vermeer inducted into International Mining Technology Hall of Fame Vermeer MC Series Mower Conditioner receives 2015 FinOvation Award from Farm Industry News Vermeer Freeman receives the Meritorious Achievement Award for better-thanindustry-average incident rates Vermeer MV Solutions – South Carolina received Workplace Safety Award from McGriff Insurance Services for excellent 2019 safety performance BC1000XL receives top new products in 2014 by Arbor Age Legends of Manufacturing Award from the Iowa Association of Business and Industry Association of Equipment Manufacturers Pillar of Industry Award Association of Equipment Manufacturers I Make America Legacy Award Vermeer ZR5 self-propelled round baler on the top 10 stories list for Agriculture.com Named Manufacturing Technology Company of the Year at the Technology Association of Iowa (TAI) Awards (2019) Manufacturing Leadership Award winner in Operational Excellence Leadership for our work with digital instructions (DI) and the role it played in quickly recovering after the tornado (2019) Awarded the Pella Area Community & Economic Alliance (PACE) Impact award (2019)	*
19	What percentage of your sales are to the governmental sector in the past three years	2018: 4.1% of total sales are to the government sector 2019: 4.4% of total sales are to the government sector 2020: 4.3% of total sales are to the government sector	*

20	What percentage of your sales are to the education sector in the past three years	2018: 0.09% of total sales are to education sector 2019: 0.08% of total sales are to education sector 2020: 0.09% of total sales are to education sector	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Vermeer Corporation holds contract STS515 with the State of Ohio that includes a select group of equipment. 2018: $918,473 2019: $983,552 2020: $720,263 Vermeer holds contract GSS13673-GRND_MAINT with the State of Delaware. The State of Delaware adopted Vermeer Corporation's Sourcewell contract #031721-VRM 2018: $121,124 2019: $0 2020: $0	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Columbia County	Glenn O'Steen	706-868-3305	*
City of Chesapeake	William "Bud" Cartwright	757-382-6923	*
City of Ventura	Frank Palmer	805-652-4573	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City	Government	California - CA	Brush Chippers Trommel Screens, Vacuums and Stump Cutters	$118,000	$1,885,000	*
City	Government	Georgia - GA	Brush Chippers	$180,000	$600,000	*
City	Government	Iowa - IA	Brush Chippers, Vacuums and Horizontal Grinder	$246,000	$1,229,000	*
City	Government	South Dakota - SD	Horizontal Grinder and Transport	$453,000	$905,000	*
Sanitation	Government	California - CA	Horizontal Grinders	$673,000	$1,344,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	Factory product specialists and our dealership network consists over 500 sales reps. Vermeer and its dealers can sell and support our products across the globe. This entire group focuses on Vermeer products such as those included in this RFP and overall customer support.	*
26	Dealer network or other distribution methods.	Vermeer has 127 dealership locations in the United States, 16 dealership locations in Canada, and 194 locations worldwide, each with numerous sales people. With this dealership group, we can sell and support Vermeer's entire product line and our customers throughout all North America and Hawaii. The entire group in North America focuses their efforts on Vermeer products such as those included in this RFP and overall customer support. Between Vermeer Corporation and the Vermeer dealership network we have a sales force of over 450 individuals in the United States. See Document: Ability to Sell and Deliver Service	*
27	Service force.	Vermeer Corporation has approximately 75 service technicians and product specialists that work directly with customers and with our dealership network. Between this group of individuals and our dealership network of 566 in the United States, and just under 50 in Canada, we can service and support our products across the globe. This entire group focuses their efforts on Vermeer products and related services such as those included in this RFP. Additionally, each of these dealerships has multiple equipped service trucks that allow us to provide support and service for our products and customers in the field or at the customer's facilities.	*

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Because Vermeer relies on its network of authorized independent dealers to work closely with Sourcewell members to execute the terms of this Agreement, Vermeer wishes to clarify that it may assign to those dealers certain of Vermeer's obligations under this agreement and/or engage those dealers as subcontractors to fulfill the same. Vermeer acknowledges and agrees that it will remain fully responsible for the performance of its authorized dealers with respect to all obligations assigned or subcontracted hereunder." Vermeer Corporation will utilize a Business-to-Government order process and funds flow. The Process Flow for Sourcewell orders will be structured to minimize the impact for both the sales team and our customers as indicated below: Customer contacts the local dealer or factory for Sourcewell for a contract purchase Determine if local agency is Sourcewell member If member – proceed If not a current member – assist agency with online membership application Dealer determines product specifications and supplies quote Pricing – percentage discount from catalog pricing Develop quote with: Machine pricing Freight – based on zoned freight matrix Quote presented to local agency Accepted – proceed to order process Denied – Dealer does not proceed, seeks possible assistance from Vermeer Corporate & Sourcewell Dealer will use machine from current inventory or places an order and delivers when available	*
29	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.	All Vermeer personnel are trained, in their respective roles, so they can offer the best services and ultimately, the most value to our customers. Customers often tell us our exceptional service and on-going support is one thing that differentiates us in the industries we serve. Vermeer construction equipment parts have stood the test of time on work sites throughout the world. Serious contractors choose Vermeer tooling and accessories for good reason: Using quality Vermeer tooling helps increase production, job completion and efficiencies. From directional drill to ride-on trencher parts to construction equipment, Vermeer parts are backed by a proven distribution and service network. Vermeer is committed to building reliable equipment and backing it with an exclusive, worldwide network of knowledgeable service personnel. Vermeer dealer service technicians can participate in Vermeer University training programs — an industry leading, field-proven educational training program • Any Sourcewell member or customer can contact any Vermeer dealership for warranty, service or support. • Typically, a service representative is available at the point of contact to discuss a service concern or issue. • Response times to begin service work can vary depending on seasons and daily work load, but often service work itself can be done within hours or shortly thereafter. • Vermeer equipment parts are readily available to meet your service needs. To benefit our customers, each of our dealerships has a wide array of parts in stock around North America and the world. • Vermeer equipment parts and accessories are precision engineered and manufactured to exacting tolerances to provide rugged, longer-lasting service in the field. • Since 1948, our product support service teams have provided a level of experience and expertise that goes far beyond product knowledge, sales training and financing programs. • Vermeer is the only utility equipment manufacturer that backs its products with an exclusive worldwide dealer organization. • Vermeer service technicians are a group of dedicated experts who believe in lasting relationships and take the time to understand your working conditions and stand ready to provide service, parts or equipment maintenance on your job site, your facilities or at our dealerships. • Vermeer is recognized as having one of the industry's best response time and overall product support.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Vermeer is honored to be a currently-awarded Sourcewell vendor. In the event of an award through this RFP, Vermeer will continue to eagerly place priority on serving, and selling our quality Utility products to, the Sourcewell membership.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vermeer has a very robust dealer presence throughout Canada. Through our dealers, Vermeer is capable and willing to provide products to all Sourcewell participating entities in Canada.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Vermeer is capable of serving all geographic areas of the United States and Canada. See Document: Ability to Sell and Deliver Service	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	With 127 store locations owned by 18 independent dealers throughout the United States, Vermeer Manufacturing Company's Industrial Distribution Network is well equipped to support all Sourcewell needs. Each store location includes either immediate parts inventory accessibility or the ability to order parts on short lead times. In addition, the service technicians located at each location can access Vermeer's vast service library to help ensure equipment issues are addressed in an efficient manner.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	With store locations in both Anchorage, Alaska and Waipahu, Hawaii (just outside Honolulu), Vermeer Manufacturing Company is ready to serve the needs of customers working in these locations. Additionally, a store is in San Juan, Puerto Rico and the remainder of the Caribbean US Territories are easily supported via our Vermeer Industrial Dealer in Boynton Beach, Florida. The island of Guam is served via our Industrial Dealer that headquarters in Singapore but regularly does business on the island.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Vermeer's priority for marketing this contract will be to enable and empower our dealer sales force, our "feet on the street", through education and awareness. Our dealers will be the primary source to build customers' awareness of this Sourcewell contract and procurement method. We have very intentional training and support efforts in place to continually improve our dealers' understanding, embracement, and success of our Sourcewell contracts. Digital marketing is also a priority for Vermeer. Since 2016, Vermeer has proudly included a section within our website dedicated to describing the benefits of (NJPA) Sourcewell, cooperative purchasing and promoting Vermeer's inclusion in the Sourcewell family of awarded vendors. We reference resources directly from Sourcewell to support this content, including the "The Sourcewell Advantage" video to quickly describe the benefits and to build awareness and comfort for the viewers. In developing the page content for Vermeer.com, we utilized strategic keywords based on common terminology around the cooperative buying process. By including this in our page copy, it will help to capture the audience searching for cooperative buying solutions on equipment buying and drive that search traffic to this page. https://www.vermeer.com/NA/en/N/support/cooperative_buying In addition to the dedicated page currently on Vermeer.com for Sourcewell information, Vermeer will be adding information on each specific product page for applicable models to direct customers back to the Sourcewell page on Vermeer.com. This will increase awareness of not only Sourcewell, but let customers know during their research phase that the model can be purchased through a Sourcewell contract.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As mentioned above, we have a significant Sourcewell presence on Vermeer.com and will continually monitor our effectiveness in driving traffic to our pages through search engine optimization. We are continually increasing our search engine marketing efforts, and will begin adding more Sourcewell and public sector cooperative purchasing terms into our ad sets moving forward to further increase awareness. In addition, we will also use our primary social channels to further drive awareness of our Sourcewell contract. We will continue to share customer's stories highlighting those customers that have utilized Sourcewell contracts to purchase their Vermeer equipment. We are also actively working on better aligning with our sales team to be alerted of products purchased through the Sourcewell contract so we can look for more opportunities to share more stories throughout the year. Within our blogs, we can tag these customer stories with Sourcewell terminology to make it easier to search for and raise awareness; then link to these stories to our informational page on Vermeer.com enhance credibility. As an example, Vermeer featured a customer story on our blog and shared to our Facebook page about the purchase of a horizontal grinder using a formerly NJPA, now Sourcewell contract. This post reached over 12,000 people, received over 130 likes and was shared 17 times. As we continue to hear of customers who take advantage of the Sourcewell opportunity with Vermeer, we will continue to endorse those stories on our social channels and utilize them as testimonials to the value of purchasing Vermeer equipment through Sourcewell. See Document: Marketing.zip	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We view Sourcewell as the industry leader within the Cooperative Purchasing industry, which is the role we desire Sourcewell to maintain. We look to Sourcewell to continue to build awareness and acceptance among public procurement professionals, and we appreciate the tradeshow presence that Sourcewell has been committed to providing. We also look to Sourcewell to keep the vendor community informed on pending legislation, as well as any legal challenges relating to cooperative purchasing across US and Canada. The information provided on sourcewell-mn.gov is a helpful resource for both members and vendors, and to promote our contract and display current information on a Vermeer landing page. The contract support team at Sourcewell are invaluable to the vendor from the Contract Launch and VBM to the report requests and weekly membership updates. We look to the contract administrator for assistance when we need government-to-government conversations, additional training whether it be a Sales Accelerator event or a vendor training event, in additional to all the support provided through trade shows and overall passion for Sourcewell. Vermeer will do its part through utilizing these great people resources and building upon existing relationships. We will promote the services that they provide to our dealership network. We will utilize the Sourcewell marketing materials at applicable trade shows. At Vermeer, our Sourcewell contracts are placed as our main go-to-market strategy in the public sector. We have integrated Sourcewell into our company culture, and continue to invest in training and support resources available to and for our dealers. Along with a dedicated internal governmental department, Vermeer continues to work with GST - Government Solutions Team, LLC to our support resources. GST specializes in providing factory sponsored, focused efforts to increase dealers' confidence and competency related to Sourcewell, and travels out in territories to encourage and mentor sales people and governmental fleet customers about Sourcewell. GST helps our dealers overcome customers' objections to using Sourcewell as a buying method. Our investment in GST is another example of Vermeer's commitment to doing all we can to make our Sourcewell contracts successful.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Vermeer is currently considering the feasibility of implementing an E-procurement, Emarketplace system and working with Sourcewell on their new "Marketplace" rollout.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

39	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.	Vermeer provides product training for operation and maintenance on our entire product line. The training is standard and is included with each new product delivered. Local dealers will conduct overview sessions or one-on-one reviews with operators. New product introductions and training programs are performed on a regular basis, for both existing and prospective customers. Offering localized ongoing training and support is another benefit of having long term dedicated dealers and specialists throughout the United States. *
40	Describe any technological advances that your proposed products or services offer.	Vermeer is considered to be the innovator within the industry creating newer, more efficient products. We are continuously developing environmental and economic features in our products. Each product has its own features and benefits. Life cycle costs and safety are the key drivers used during the engineering and enhancement of all our products. Vermeer has designed many safety features into our products and makes them standard, not optional, features in all our products. The Vermeer website provides extensive product information and can be cross referenced by equipment type, i.e. construction or environmental and by industry (gas, electric, etc). This provides the members with information that is specific to their application and helps make the purchasing decision more efficient. A local Vermeer dealer can be located using the 'Dealer Locator" feature on the website. *
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Vermeer has developed and implemented an Environmental Management System (EMS) that has been recognized by the U.S. EPA, the IDNR, and the Governor's office as an industry model for environmental excellence. Key elements of our Environmental Management System include: • Corporate Vision – Following the "Stewardship Principle" of our "4-P Philosophy" we are committed to being good stewards of our resources by being "Resource Smart." Our desire is more than just being compliant; it's going above and beyond compliance to ensure that our activities and products have a positive impact on the global environment we all share. That's not only in our company efforts but also what our company is developing as a part of our products. • Energy Reduction – Vermeer has committed to reduce our energy footprint by 25% by 2025 by partnering with the US Department of Energy's Better Plants Program. o A 870kW solar field was installed and in operation in 2016 which will provide approximately 5% of Vermeer's total electrical usage o Lighting technology has been upgraded in several locations to energy efficient LEDs as well as motion sensors and variable lighting depending on the time of day and natural light. o Resource Conservation is achieved in three ways…Reduction…Reuse…and…Recycling. Multiple resource conservation initiatives have been implemented both internally and externally to positively impact each of these conservation mechanisms. o In 2020, 76% of our waste was recycled. o About 3000 pounds of organic waste is composted every month. o Since a 2006 baseline year, Vermeer has reduced water usage by 40 percent. • Pollution Prevention – Vermeer has implemented multiple layers of pollution prevention mechanisms across our campus to minimize risk of environmental pollution from our operations. Recent additions include: o Our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions. o All shot blasting of parts and machines is done in an enclosed area and controlled with pollution control equipment. • Vermeer utilizes LEAN manufacturing principles and promotes Kaizen training and events to reduce waste and build efficiencies in the manufacturing process. • Community Outreach – is the very essence of what environmental stewardship is about. Examples of Vermeer's Community outreach efforts include: o Annual waste collection days during Earth Day for the local community o Environmental education grants o Environmental Educational Tours and Programs (Teachers / Students / Community) o Support volunteerism for disaster clean-up and recovery efforts o Environmental Internships o Partnerships with colleges for technical educational programs that benefit the environment • Product Innovation – Vermeer is driven to support our customers, local communities, and global nations, with exciting new products that enable them to be successful in the current and newly emerging recycling and resource conservation markets such as: o Bio-waste conversion to energy and ethanol o Geothermal applications o Wind energy o Water quality o Waste processing and composting • Vermeer products are currently being used to install and maintain emerging alternative energy sources which reduce our reliance on fossil fuel power. The Vermeer line of organic recycling equipment – including brush chippers, whole tree chippers, horizontal and tub *

		grinders, and compost tuners – process organic waste quickly and efficiently, so that it can be turned into useful end product, and our utility installation products help bring energy sources to the grid. o Brush chippers, whole tree chippers and horizontal and tub grinders are being used to process wood waste into biomass for power generation facilities. o From soil amendment to erosion control, compost is utilized in a variety of applications and plays an important role in today's world. Vermeer compost turners introduce oxygen into the compost pile, helping speed the decomposition process. o Horizontal directional drills are being used to help install loops for residential geothermal heat pump systems, while trenchers and directional drills are helping to bring wind energy from the farm to the grid. For the installation of commercial solar fields, Vermeer offers a solution in the PD10 pile driver for fast, easy installation of solar panels. • Innovations in Vermeer products help reduce environmental impact, with features such as EcoIdleTM engine control system on select brush chippers that monitors engine inactivity to help reduce fuel consumption and noise. • Vermeer is puts environmental stewardship into the design and manufacturing of its products. Some recycled steel is being used in our products, and we're exploring ways to integrate more recycled plastics and rubber components. We've also made a conscious effort to begin incorporating engine hoods and shields made from recycled ABS plastic into some of our product designs. In addition, our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions. • Future Goals – Our continued efforts to minimize waste and conserve natural resources will ensure our operations remain environmentally sustainable. The focus will be: o Continue to focus on energy improvements to meet or exceed our 25% goal for reduction in electrical usage o Complete a water usage analysis and set new goals for reductions and reuse o Develop a longer-term sustainability process by reviewing and selecting a sustainability partner or tool to help plan and drive our next steps.	
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not Applicable	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Vermeer has a small business partner who is certified HUBZone, certified Service-Disabled Veteran Owned Small Business (SDVOSB). With this program, agencies can purchase equipment for their underground/specialty excavation needs within the small business set aside parameters. This program will incorporate a third party and any fees associated with that third party. Mary Andringa, daughter of Vermeer's founder Gary Vermeer has been involved in the business since 1982. Mary has served in many leadership roles including CEO and currently Chair of the Board. Mary has been a passionate ambassador for manufacturing, continuous improvement and global trade. One of 18 private sector members of President Obama's Export Council, representing manufacturing on important trade matters. Served two-year term as chair of the National Association of Manufacturers (NAM), the nation's largest manufacturing association, leading efforts to promote a stronger manufacturing industry. Past member of the Export-Import Bank Advisory Committee. Inducted into Industry Week's Manufacturing Hall of Fame.	*
44	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?	Vermeer Corporation celebrates 7 decades of manufacturing. From modest beginnings, quality product innovations and demand has allowed the company to expand offering in more than 60 countries. Our full line is considered the innovator of quality products within the industry. The reputation of the Vermeer brand allows for typically higher resale of used equipment bringing more value to the governmental agency. Vermeer's product support is among the best in the industry, enabling the equipment investment to last longer, again adding value. Vermeer implements a training program for customers helping to maintain a safe work environment for the operators. Vermeer is the only supplier that can offer such a wide variety of equipment. For this Utility RFP, we are including products from our Infrastructure and MV Solutions segments.	*

Table 9: Warranty

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

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	All materials and labor are covered as described in manufacturer Warranty Statements. See document: Warranty	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Standard Warranty is subject to one full year or 1,000 hours, whichever comes first as described in Manufacturer Warranty Statements. Extended warranties for parts and/or labor are available for a variety of terms and hours.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The Standard warranty repair or replacement must be made at the dealer location as described in manufacturer Warranty Statements. Extended warranties and preventative maintenance programs are available that would include some travel time.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have the facilities and technicians available to perform warranty throughout the entire United States and Canada. Sourcewell entities will be provided service/warranty repair in our dealer's shops or on the job site when applicable.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranties will be passed on to the original equipment manufacturer.	*
50	What are your proposed exchange and return programs and policies?	Vermeer routinely accepts trade-ins for new equipment. The value for a specific piece can be discussed with a member and their local Vermeer representative. With the warranty we provide combined with a member's ability to try and/or see a piece of equipment operate in their local area, the need for simply returning or exchanging a product is not generally applicable to the type of equipment we deliver.	*
51	Describe any service contract options for the items included in your proposal.	Service contracts are available for purchase. It is marketed as Confidence Plus® with standard, base, and premium coverage options. See document: Warranty	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30. Cash, Credit, Financing and Leasing.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	A variety of leasing programs are available. This includes standard leases as well as leases with different purchase options at the end of the term. Purchase Options using predetermined or fair market values can be used to tailor monthly payments to a member's budget. Rates and terms can vary and be tailored to the members needs and based on their application.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Transaction documents will vary by dealer location, but typically a signed sales order and/or purchase order is acceptable.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	If the P-card is associated with one of the major charge card issuers, then the P-card can be used for parts and service at multiple dealerships. Standard card issuer fees apply.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Vermeer is offering percentage discounts from our stated list prices. For the equipment in the Public Utility Equipment RFP, the discounts are up to 14%. There is a pricing list included with the RFP that incorporates the appropriate and stated discount for each unit and options for each model. The price list utilizes model numbers and sales codes rather than SKU numbers. A Freight Matrix is included with our pricing files. The Freight Matrix is broken out by Zone and Machine for each Vermeer product. The Freight Matrix shows the maximum amount that can be charged to a Sourcewell member. In most cases the location allows the freight to be much lower than is listed on the matrix. In order to determine total price, the Vermeer dealer will utilize the discounted list price on the price list and the freight matrix. By supplying both product price and freight as part of the “contract price”, the member will be able to have full assurance of contracted pricing eliminating all the potential “gray area” for the Purchasing Officer. We will continue to work with Sourcewell to refine this method if needed. See document: Pricing and Delivery	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For equipment related to this RFP, discount is up to 14%. It is important to note that Vermeer utilizes one pricing system which is not inflated. Vermeer does not have a separate list price which includes higher prices for government entities or for discounting purposes. We have used the same process for establishing list prices for many decades.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealership network have the authority to consider volume discounts, member loyalty and may offer additional discounts at their discretion. Please contact the appropriate Vermeer Dealer or the Vermeer Corporate Accounts Department to discuss.	*
59	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced goods will be provided through the Vermeer dealership with the following pricing maximums: Cost Plus up to 18% trailers Cost Plus up to 35% all other items	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Equipment Parts-Vermeer Corporation at 1210 Vermeer Road East in Pella, Iowa is the sole source manufacturer of Vermeer Genuine Parts. The Vermeer dealership network is the sole source distributor for genuine Vermeer parts that are recommended for use on all equipment. The pricing should not exceed the suggested list price. There are some specific local and state taxes that might be included in the acquisition price from the dealer. A few examples are the following: RDO Pacific in Oregon has a state privilege tax of 0.5% on all towable equipment RDO Vermeer Pacific in California, which is part of the Vermeer dealership network includes the following additional charges: CARB registration fee for any unit with a 50 hp engine and over. CARB is California Air Resources Board. This is government mandated. The dealership begins the registration process as soon as they can because the machine must sit until the registration process is complete or there is risk of being issued a citation. Tire tax of $1.75 per tire. This is required for anything with tires. Registration fee for units that must be licensed and plated. This is done as a courtesy to the customer. If a customer prefers to take responsibility for this on their own, then the dealer does not charge a registration fee.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We have provided a freight matrix which includes any applicable freight and dealer prep costs. We included a maximum freight rate to provide the Sourcewell member with a check point and a not to exceed amount. The total price for each piece of equipment is determined by using the discounted model price in conjunction with the zone based freight matrix. Delivery is included in this total price for each unit.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have Vermeer dealerships covering Alaska, Hawaii, Canada, as well as throughout the globe. The Vermeer dealer works with Vermeer Corporation’s logistics team to ship the product from the manufacturing plant to their location. The dealer then preps and delivers the equipment to the customer.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Due to the nature of our product and business model, Vermeer is set up to distribute and deliver through the Vermeer dealership network. The service, longevity, and expertise of this dealership network along with the relationship with Vermeer Corporation is what makes it a unique distribution channel. Having a zoned freight matrix is something Vermeer does specific for Sourcewell.	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Each dealer receives funding from Vermeer Corporation for products sold and delivered to Sourcewell members. To receive this funding the dealer must submit paperwork to the Vermeer Corporate Accounts Department, stating the Sourcewell program was utilized and who the purchasing member is. This paperwork along with submitted equipment registration is used as an accounting tool and in our audit process. Vermeer Corporation supplies marketing materials and schedules training sessions, allowing Vermeer to educate the Vermeer Dealers in the proper use and promotion of the Sourcewell program.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Vermeer has a 13 year sales history with NJPA/Sourcewell with consecutive years of year over year growth. We base our success on the contract by evaluating growth from the previous year, along with dealer engagement with quotes, sales and training.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Vermeer Corporation is proposing a 0.75% administrative fee to be paid to Sourcewell when reporting monthly equipment sales. Vermeer Corporation assumes this fee and will not ask dealers or members to pay any additional costs.	*

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

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Directional Drills- From a heritage of underground utility installation going back decades, Vermeer has been a market leader and innovator in the horizontal directional drill industry for more than 30 years. With a range of size and power offerings across our drill lineup, Vermeer has made a commitment to helping you tackle jobs in the tightest spaces and in the most difficult ground conditions, helping to maximize your productivity and improve your efficiency as you work to meet demanding deadlines. Ride-On Trenchers, Plows & Rock Wheels- Vermeer trenchers are available with a range of attachments from standard center mount to offset with conveyor, helping you to exceed jobsite expectations every time. Our RTX models feature the quad-track system for work in a wider range of weather and ground conditions. When we introduced quad tracks, we affirmed our commitment to making once unthinkable productivity rates possible. Vermeer also offers a variety of plows that help power down through turf with minimal ground disturbance. From our exclusive multi-blade plow for use in underground dripper line installation, to our versatile walk-behind plows and vibratory plows that make quick work of fiber-optic, gas and water utility installations. Cut through rock, concrete and other tough surfaces easily with a Vermeer rockwheel. Vacuum Excavators-Productive and powerful vacuum excavators that can be used with pothole applications and fluid management. A modular design allows it to be trailer or truck mounted. Piercing Tools-Also known as "Hole Hammers" these tools put the power of a proven, simple and reliable design in your hands. Vermeer Hole Hammers can handle a full range of projects, including gas, electric, fiber, telecom, water and irrigation installations. Pile Driver- As the world's population grows, alternative energy sources will become increasingly important contributors to the world's store of available energy. Vermeer offers solar industry pioneers the high-quality, productive equipment solution this rapidly expanding market demands. Locator (McLaughlin G3 Verifier)- McLaughlin's newest locator combines trusted precision with a simple, user-friendly interface. Contractors face congested underground conditions, unmarked utilities and increasingly strict regulations, making accurate, and timely locating more important than ever. Specialty Excavation- Vermeer can help find you the best trench digging machine. Whether you're cutting through hard rock or installing a cross-country pipeline, Vermeer has a trenching solution to meet your needs.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are no subcategories under Specialty Excavation, Lawn Plows, Directional Drills, Piercing Tools, Locating Systems, Trenchless Vacs, Utility Trenchers and Pile Drivers.	*

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

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

Line Item	Category or Type	Offered *	Comments	
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	○ Yes ◉ No	Not Applicable to the Vermeer product line	*
71	Digger derricks, and cable placing, pulling, and tensioning equipment	○ Yes ◉ No	Not Applicable to the Vermeer product line	*
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	◉ Yes ○ No	Vermeer offers all options listed	*
73	Utility locating equipment	◉ Yes ○ No	Vermeer offers locating equipment	*
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	◉ Yes ○ No	Vermeer offers parts and services related to the offering	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Pricing and Delivery.pdf - Thursday November 04, 2021 15:10:45
- Financial Strength and Stability - Financial Strength.pdf - Thursday November 04, 2021 14:15:08
- Marketing Plan/Samples - Marketing Plan.zip - Thursday November 04, 2021 15:02:05
- WMBE/MBE/SBE or Related Certificates - Insurance.pdf - Thursday November 04, 2021 14:15:31
- Warranty Information - Warranty.pdf - Thursday November 04, 2021 14:15:19
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Ability to Sell and Deliver Service.pdf - Thursday November 04, 2021 14:21:01

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

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

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

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

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chad Tousey, Corporate Accounts Manager, Vermeer Corporation

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	☑	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	☑	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	☑	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	☑	1