

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Diamond Mowers, LLC, 350 E. 60th St. N., Sioux Falls, SD 57104 (Supplier).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all 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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

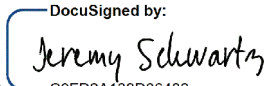
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

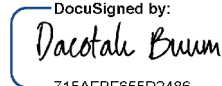
22. CANCELLATION

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.

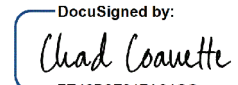
Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
8/6/2021 | 7:27 AM CDT
Date: _____

Diamond Mowers, LLC

DocuSigned by:

By: 715AFBF655D2486...
Dacotah Buum
Title: Sales Operations Manager
8/5/2021 | 9:50 AM PDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
8/6/2021 | 7:35 AM CDT
Date: _____

RFP 070821 - Road Right-of-Way Maintenance Equipment

Vendor Details

Company Name: Diamond Mowers

Does your company conduct business under any other name? If yes, please state: SD

Address: 350 E 60TH Street North
Sioux Falls, sd 57104

Contact: dacotah buum

Email: DBuum@diamondmowers.com

Phone: 605-977-3352

Fax: 888-960-0364

HST#: 46-0457129

Submission Details

Created On: Wednesday June 30, 2021 10:01:51

Submitted On: Wednesday July 07, 2021 11:35:49

Submitted By: dacotah buum

Email: DBuum@diamondmowers.com

Transaction #: ac4d41d1-7f4b-42be-8515-22d68316c32e

Submitter's IP Address: 216.16.1.114

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):	Diamond Mowers, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A Diamond Mowers does not have any subsidiary entities.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A Diamond Mowers does not have any other assumed names or DBA names.	*
4	Proposer Physical Address:	350 E. 60th St. N. Sioux Falls, SD 57104	*
5	Proposer website address (or addresses):	www.diamondmowers.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):	Dacotah Buum Sales Operations Manager 350 E. 60th St. N Sioux Falls, SD 57104 dbuum@diamondmowers.com 605-977-3352	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dacotah Buum Sales Operations Manager 350 E. 60th St. N Sioux Falls, SD 57104 dbuum@diamondmowers.com 605-977-3352	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Steven Schwartz Vice President, Sales 350 E. 60th St. N. Sioux Falls, SD 57104 sschwartz@diamondmowers.com 605-610-7464	

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.	Founded in 2000, Sioux Falls, South Dakota, USA- based Diamond Mowers is the leading manufacturer of industrial mowing, mulching and brush cutting equipment for the municipal, skid-steer, and excavator markets. Our mission, we will field the best team, we will be the best managed business in our industry, we will excel at driving our dealers success and we will become the most desired brand in the markets we serve. All employees know, embrace and live our values, everyone we interact with from vendors, dealers and customers are impacted by our four values, Customer Focused, Accountability, Excellence and Team Player. Our products are designed and engineered for quality and performance. They're checked repeatedly in a battery of quality assurance tests. As a result, they're strong, durable and they work the way they're supposed to. "Demand Brilliance" has been our philosophy and our purpose. From Engineers to fabricators, from accountants to customer service representatives, from assembly workers to HR, the people of Diamond understand the meaning of Demand Brilliance and embrace its application to their specific role.
10	What are your company's expectations in the event of an award?	Diamond expects that our partnership with Sourcewell will continue to grow our business. Our relationship has allowed us to work with states that do not have a contract or have a complicated purchasing method. We are excited about the new launch of Canoe in Canada and have already began the process of expanding our efforts. We have grown with Sourcewell throughout the years and will continue to promote, educate and utilize the full benefits with our staff, customers and our full dealer network.
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.	Diamond Mowers has been with Sourcewell (formerly NJPA) since 2013. Our relationship with Sourcewell helped us to have a record year in 2013 of 17 million dollars in sales. Today, Diamond has continued that relationship and has grown to 55 million dollars in sales in 2020 and is on track for 60 million in 2021. See attached Financial Strength and Stability Document.
12	What is your US market share for the solutions that you are proposing?	Diamond Mowers currently has 35-40% of the market share in the US.
13	What is your Canadian market share for the solutions that you are proposing?	Diamond Mowers currently has 45-50% of the market share in Canada.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Diamond Mowers has never petitioned for bankruptcy or been involved in any bankruptcy action.
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?	Diamond Mowers is a Manufacturer of industrial road side mowing and land clearing equipment. We have multiple options to purchase including ordering direct, walk in or through any of our authorized Diamond Mowers dealer networks. Lead by our Vice President of Sales and Sales Operations Manager, Diamond Mowers has a team of nine Regional Sales Managers (RSM) across the US and Canada, each with an internal Field Sales Support Specialist (FSS) that works together as a team to manage sales territories. Diamond also has a designated Parts Team, Customer Service Team, Marketing Team, Shipping and Receiving Team, Accounting Team, Engineering Team including our Application Engineers that work directly with our Sales Team and specialize in working with customers to pair the right equipment to fit a variety of carriers to solve problems and find the right solutions to all mowing and land clearing needs. Diamond has partnered with local dealers throughout the US and Canada to sell/demo/promote Diamond products. We have a variety of signed dealers ranging from John Deere, Case, New Holland, Massey Ferguson to Bobcat, ASV, Kubota, CAT and many others to promote and sell our products. These dealers must meet a strict criteria to become an authorized Diamond Mowers dealer, this includes but is not limited to, full sales training, mounting, servicing, stocking, promoting and demonstrating our product line. We have a variety of dealers, some specialize in our Municipal line and have designated Municipal Sales Reps, other specialize in our Skid Steer and Excavator line with designated Reps, others support our full line. We currently have over 350+ Diamond Mowers Dealers selling and servicing our Diamond Mowers line of equipment in the US and Canada.
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.	Diamond Mowers has tested and complied with the following: SAE J115, J208, J232, J517, J898, J909, J920, J1001, J1150, J1170, J898, J909, J1150, J1500 and ANSI/ASAE: EP363, EP363.1, S203.13, S217.10, S217.11, S278.6, S318.7, S318.14, S390.1, S441,S443 and ASTM A370. The two most regulate standards in our industry are SAE J1001 and SAE J232: SAE J1001: Personal Protection - This establishes guidelines for operator and bystander protection from flail mowers and flail power rakes whose intended use falls within the scope of this document. The guidelines for operator and bystander protection in this recommended practice apply to towed, semi-mounted or mounted flail mowers and flail power rakes when powered by a propelling tractor or machine of at least 15 kw (20 HP), intended for marketing as industrial mowing equipment and designed for cutting grass and other growth in public use areas such as parks, cemeteries and along roadways and highways. SAE J232: Industrial Protection - This SAE standard established performance criteria is towed, semi-mounted or mounted, and arm type rotary mowers with one or more blade assemblies of 77.5cm blade tip circle diameter or over, mounted on propelling tractor or machine of at least 15 kw (20HP), intended for marketing as industrial mowing equipment and designed for cutting grass and other growth in public use areas such as parks, cemeteries, and along roadways and highways.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Diamond has not had any Suspensions or Debarments.

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	In 2017, Diamond was named one of the fastest growing companies in America by Fortune 5000. In 2019, Diamond was given the Editors Choice award by Rental Magazine. In 2021, Diamond honored with the Rich Garry Rookie of the Year award by the Sioux Empire United Way.	*
19	What percentage of your sales are to the governmental sector in the past three years	Over the past three years, Diamond Mowers has averaged 46% of its business in governmental sector. The remaining portion of the business, largely skid-steer and excavator driven, is with private contractors and land owners/farmers/ranchers.	*
20	What percentage of your sales are to the education sector in the past three years	N/A Diamond does not work directly with the Education Sector, 0%.	*
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?	Diamond currently holds contracts with the following, 3 year total listed: Sourcewell- \$6,276,898.00 PA State-\$578,108.00 Texas Buyboard- \$2,014,898.00 SC State- \$593,071.00 FL Sheriff Association- \$536,721.00 GA State- \$1,073,316.00 COSTAR- \$165,716.00 MN DOT-\$2,708,005.00 MN DOT Parts- \$921.00 Ohio State- \$596,499.00 Alabama DOT- \$655,112.00 Iowa DACS- \$810,470.00 Louisiana State- \$520,974.00 Missouri State- \$10,749.00 Kentucky State- \$247,362.00 Maryland State- \$119,438.00 Nebraska State- Just awarded June 2021- new Washington State- \$308,394.00 MRESC- \$184,090.00 GSA-\$9,451.00 Illinois State- \$30,600.00 Oklahoma State- \$228,429.00	*
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?	Diamond has taken a different approach to federal GSA sales. We have partnered with our dealer, Federal Contract Corps who holds the GSA contract and has dedicated associates who specialize in promoting and bidding our full product line. Diamonds GSA sales have grown tremendously by taking this step with FCC. Diamonds previously held GSA contract #47QMCA19D000M, has been terminated on good terms by Diamond Mowers for this reason. Previous GSA Sales 2018-2020 - \$9,451.00	*

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 *	
St. Louis County Highway, Duluth, MN	Chad Skelton skeltonc@co.st-louis.mn.us Sourcewell ID# 59548	218-290-6397 Mobile 218-742-9804 Office	*
Lincoln County, Canton, SD	Terry Fluit tfluit@lincolncountysd.org Sourcewell ID# 119303	605-764-5841 Office	*
City of Sioux Falls, Sioux Falls, SD	Scott Rust srust@siouxfalls.org Sourcewell ID# 72248 Testimonial: "Diamond Mowers salesman Paul Schreurs is very customer focused and helps customers purchase the right mower and tractor for their application. He puts the customer first and makes sure they are happy with equipment upon delivery and after it has been put into service! Diamond Mower's dedication to innovation, quality and customer service sets them apart from the competition!"	605-367-8836 Office 605-321-5501 Mobile	*

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 *	
New Jersey DOT	Government	New Jersey - NJ	Roadside Mowing Equipment- Traditional Triple Flail, Twin Flail, Side Flail and Rear Cradle Boom configurations.	Transaction sizes vary, starting from \$28,000.00 and have exceeded \$750,000.00 and \$1,706,000.00 per transaction.	\$3,635,034.00	*
Maryland Transportation Authority	Government	Maryland - MD	Roadside Mowing Equipment- Twin Flail and Rear Cradle Boom configurations.	Transaction sizes vary, but range from \$40,000.00 to \$45,000.00 per transaction.	\$1,559,346.00	*
St. Louis County, MN	Government	Minnesota - MN	Roadside Mowing Equipment- Stump Grinders, Boom Mowers, Drum Mulchers, Disc Mulchers and Excavator Mulchers.	Transaction sizes vary but range between \$16,000.00 to \$52,000.00 per transaction.	\$1,332,408.00	*
New York Thruway Authority	Government	New York - NY	Roadside Mowing Equipment- Rear Flail, Triple Flail, Rear Cradle Boom configurations.	Transaction sizes vary but range from \$8,000.00 to \$53,000.00 per transaction.	\$1,211,996.00	*
Minnesota DOT	Government	Minnesota - MN	Roadside Mowing Equipment- Twin Flail, Towable Triple Flail, Twin Rotary configurations, Skid Flail, Disc Mulcher.	Transaction sizes vary but range from \$25,000.00 to \$45,000.00 per transaction	\$777,877	*

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.	Diamond Mowers directly employs a sales team consisting of: - Executive Vice President - Vice President of Sales - Director of Marketing - Director of Strategic Growth - Vice President of Business Development - Sales Operations Manager - Sales Operations Lead - Regional Sales Manager- Qty 9 - Field Sales Specialist- Qty 3 - Application Engineer- Qty 2 - Parts Manager - Parts Sales- Qty 3 All of the above mentioned positions are direct Diamond Mowers employees. The 9 Regional Sales Managers (RSM) are based strategically around the US and Canada to cover their specific territories. Our RSM's live and work in their specific territories to stay in tune with the market, customers and dealers. Remaining staff are based at either of our plants/offices, located in Sioux Falls, SD.
26	Dealer network or other distribution methods.	Diamond has an extensive network of over 350 authorized dealers for Municipal, Skid-Steer and Excavator customers. Our dealers have a fully trained service team to troubleshoot and repair our product line. See attached Diamond Mowers Coverage Area
27	Service force.	Diamond Mowers directly employs a Customer service staff including: - Customer Service Manager - Customer Service Support Tech- Qty 4 - Customer Service Administrator Our Customer Service team is equipped to handle all technical and service related questions that our customers have. This team handles all warranty cases and most trouble shooting and product repair questions over the phone or email. This is a full time team dedicated to taking care of our customer needs. We are staffed from 7:00AM CST to 5:00PM CST Monday through Friday.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Diamond Mowers prides itself in Customer Responsiveness and with that we have 2 main metrics in place: 1) 90% of all inbound calls are answered and 2) 90% of all voicemails are returned within 60 mins or less. YTD we are at 93% and 93.8% respectively in relation to these metrics. We view our nationwide authorized service dealers as our 1st line of support for our end customers however we have customers that prefer to contact and work with Diamond Mowers directly vs. the dealer. We will support those customers with the same urgency and responsiveness as our Dealer's with the ultimate goal of the Diamond Mowers Customer Care team being to minimize unit downtime. Our Customer Care team can be reached directly via phone, email, text, or an online support submission. Our team of experienced techs will work directly with our case contact to identify the issue, diagnose a solution, and provide parts as needed. All support cases are logged into our CRM to best understand and manage our products including training opportunities, quality updates, enhancements, and documentation needs.
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Diamond has a nine Regional Sales Managers dedicate to the US. We have an extensive dealer network of over 350 dealers in the US alone. US customers can purchase directly through the factory or through any of our authorized dealers. We have a fully staffed sales team located at both of our plants in Sioux Falls, South Dakota dedicated to helping our customers from assisting with application specifics, quoting, ordering, manufacturing, shipping, training service and parts.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Diamond has a designated Regional Sales Manager for all of Canada. We also have an established network of dealers throughout Canada and continue to grow. We have already had meetings on Canoe and have plans in place to grow and promote. Canadian customer can also purchase direct through Diamond. We have partnered with brokers and shipping companies to deliver into Canada as well.
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas of the US or Canada we will not be serving.
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no Sourcewell participating sectors we will not be serving.
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that apply to Hawaii, Alaska and the US Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Training: Marketing collaborates with our internal training team on the Sourcewell module included in our municipal dealer sales training curriculum. For internal dealer training, our Sourcewell contract administrator will join virtually to discuss all that Sourcewell offers and brings to the table. • Dealer Promotions: Diamond also works with our contracted dealers directly to provide promotional materials that meet their geographic area and topical needs. These promotional materials could range from advertisements to point of purchase materials. We ensure our dealers are set up for success via our promotions. Sourcewell availability and pricing enables us to provide the best benefits to both our dealers and our customers. • E-Newsletters: We dedicate a portion of our E-Newsletter to Sourcewell-related topics. This email is distributed to our entire dealer network and includes the Sourcewell logo. • Trade Show presence: Diamond Mowers participates in numerous national and regionally based trade shows each year. At these events, Sourcewell is represented for all attendees to see. • Sourcewell Conference Attendance: A Diamond staff member attends the annual Sourcewell conference with the most recent being the H2O conference held in MN, and we will continue to attend that conference to enhance our knowledge of all that Sourcewell has to offer. • Canadian Efforts (Canoe): We continue our efforts with a dedicated Canadian Sales Representative to promote the municipal sector which includes Sourcewell (Canoe). Please see attached Marketing Plan Samples document.
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Diamond Mowers relies heavily on technology in our marketing efforts. As a thought leader we feature and promote educational content to drive engagement. With a captive audience we're able to promote the unique product attributes associated with our broad product offering. Our marketing program leverages multiple platforms (Facebook, Instagram, YouTube and paid search) to drive traffic and exposure. Currently we use: - o Google AdWords – Enhancing SEO, focusing on display ads, and promotion on regionally based marketing campaigns - o Facebook and Facebook Ads – with more than 57,672 page followers - o Instagram – diversify our online presence - o Articles – Focus on industry relevant content to education our audience and position Diamond as an expert in our industry - o E-commerce Website – Provides dealers and customers an easy-to-use parts ordering experience - o Automated Marketing System – targeting current and prospective customers with messages specific to their interest - o E-Newsletters – sent to all Diamond Mowers dealers with industry related content, new product announcements, etc.
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Diamond brings in education around Sourcewell and it's offerings at the very beginning of our sales process. Sourcewell is incredibly beneficial to our customers allowing them to save time and money and ultimately end up with a product that meets their needs. Our sales force is highly trained to fit our customers with products that meet their needs, not necessarily that meet their wants. Sourcewell's role, in our view, is to create customer awareness through national marketing of the value and services provided. Diamond identifies opportunities and merges them into an existing sales funnel supported by a team of inside and outside sales resources. We want to ensure the entire sales process remains consistent for all Diamond customers.
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently, our municipal products are not available through an e-procurement process. Our municipal product line including boom mowers, side fold mowers, etc. require a thorough technical review, and are tailored to each customers needs. Being a more custom process to meet customers specific needs, an e-procurement process does not fit this method.

Table 8: Value-Added Attributes

Line Item	Question	Response *	
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Diamond offers hard copy or digital operators guides on all product. These manuals give specific information about the product, parts and maintenance. Diamond also offers walk around training videos known as "In-service Guides" online and has "Operator Techniques" videos available on most product demonstrating techniques and proper methods to work safer, faster and more efficient.	*
39	Describe any technological advances that your proposed products or services offer.	Diamond is currently the only manufacturer to offer the Integrated Boom Control system on all mid mount booms. This system was created to give the operator single hand control, enhanced safety features, and an optional industry leading Smart Screen. The joystick is build into the armrest attaching to the tractors seat and gives five different adjustment locations. It also enhanced safety with an emergency stop button. The Smart Screen allows you to customize boom speeds and joystick sensitivity, tracks and feeds data back to you and offers a detailed diagnostics for troubleshooting in the field.	*
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Diamond does not currently hold any green certificates, however, we have policies in place for eliminating waste and increasing efficiency. We have a full recycling program in place for our office, materials handling, factory and shipping departments.	*
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A Diamond does not have any 3rd party labels.	*
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A Diamond does not meet WMBE, SBE, MBE or Veteran Certifications.	*
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Diamond offers a 72 hour parts shipping guarantee. Our products need to be up and running as much as possible, this ensures the customers highest possible uptime. The customers parts ship in 72 hours or the parts and shipping is free! We also offer a best price guarantee on all of our parts. If a customer finds a better price, Diamond matches it. Diamond offers the most advanced spindle design in the industry. Most spindles require daily greasing while ours is required once every 500 hours. Diamonds proprietary blade carriers are the most advanced in the industry. They come standard with a 5 year warranty vs the competitions 1 year warranty. Diamonds hydraulic actuators on our boom mowers offer a greater range of motion vs the competition and are less maintenance compared to the traditional hydraulic swing cylinder design. Diamonds boom mowers offer greater stability and visibility from the tractor resulting in a better operator experience. Diamonds new Integrated Boom Controls provides the most ergonomic joystick available in the industry. This can be paired with a digital smart screen which allows the operator to monitor, adjust, diagnose and troubleshoot the equipment.	*

Table 9: Warranty

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

Line Item	Question	Response *	
44	Do your warranties cover all products, parts, and labor?	Yes, all products sold by Diamond Mowers come with a warranty covering product, parts and labor. See attached Warranty Information document.	*
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, the warranty is void if (1) the product is modified or altered in any way not approved, in advance and in writing, by Diamond Mowers. (2) if other than genuine Diamond Mowers parts have been installed, or (3) the product or its components have been subject to misuse, neglect, accident, damage, improper maintenance or improper operation.	*
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, responsibility of the purchaser to pay all transportation costs associated with request for warranty service.	*
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Diamond has over 350 authorized dealers across the US and Canada and has the capability to service the entire continental US and Canada.	*
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, Diamond Mowers assumes responsibility and ownership of all components used to make our products.	*
49	What are your proposed exchange and return programs and policies?	Diamond offers a 30 day buy back guarantee, See attached Warranty Information document	*
50	Describe any service contract options for the items included in your proposal.	All Diamond products come with a standard warranty but we do have options for extended warranties at an additional cost.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
51	Describe your payment terms and accepted payment methods?	Diamond Mowers payment terms are Net-30.	*
52	Describe any leasing or financing options available for use by educational or governmental entities.	Diamond works with multiple firms to offer financing and leasing options. All leasing and financing programs are managed by third parties.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Orders will either be processed by a Diamond Regional Sales Manager (RSM) or directly through a Diamond Mowers Dealer. Our Application Engineers, RSM's and dealer sales reps will work directly with customers to find the solution that best fits their needs based on their specific application. After qualifying and making a recommendation, a firm quote is given to the customer based on the Sourcewell contracted price. The customer would then issue a purchase order to Diamond Mowers or to the Dealer listing the corresponding Sourcewell contract number. Internally, Diamond verifies Sourcewell membership prior to processing the order, this is recorded on the sales order and the order is flagged for quarterly reporting. If a Dealer sells a Diamond Mowers unit out of their inventory, a purchase or sales order is provided to Diamond with the Sourcewell member number, these are then added to the quarterly report.	*
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.	Diamond uses Salesforce as our CRM for producing requested quotes. Diamond also invoices directly. See attached Standard Transaction Documents	*
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?	Diamond does not currently accept the P-card procurement process.	*

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.	Sourcewell pricing will be offered as a discount off of List Price for all items on our price list. Please see the attached Price List, this shows all items offered including part code, description and our List Price and proposed Sourcewell price.	*
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.	Diamond has presented a 20% discount off of List Price for all items on the price list. See attached Price List Document	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Multiple unit sales are rare in our industry but we do look at these on a case by case basis. Diamond does not currently offer any rebate programs.	*
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.	It is not common at Diamond to be asked to Source product or equipment for customers. We occasionally do get asked to design/modify product for a specific solution. In this instance, Diamond would honor the same Sourcewell discount as agreed upon and establish a list price, the same as any other product.	*
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.	All total cost of acquisition are clearly stated on our price list (see attached). This includes a mounting/installation fees when necessary. Customers should not incur any other costs that are not clearly identified on the invoice.	*
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.	Diamond calculates freight charges at the time of the quote. We work with a variety of providers to provide cost-conscious solutions for all shipments. Actual freight/shipping costs are marked up 10% to cover Diamonds overhead costs related to shipments. These include but are not limited to, labor, materials and packaging. Diamonds freight costs are set and do not vary to customers based on any additional incurred charges. The customer pays the original quoted freight price.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Diamond calculates freight for Alaska, Hawaii, Canada and all other offshore deliveries using the same shipping method. We partner with our variety of providers to find the best possible freight solution. Shipping costs are marked up 10% to cover overhead costs.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A This does not apply to Diamonds proposal.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as 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.	Diamond performs monthly financial review to ensure all sales for state contracts are reported correctly and fees are calculated appropriately	*
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.	State contract sales to total sales volume will be tracked routinely as well as looking at monthly, quarterly, and annual state contract sales growth.	*
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.)	Diamond Mowers proposes a 2% administrative fee.	*

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.	Diamond Mowers manufactures and sells industrial grade mowing and mulching equipment to municipalities, land owners, contractors and a variety of other customers with mowing, mulching and land clearing needs. Diamonds offering to Sourcewell is our full product line of tractor, excavator, wheel loader and skid-steer attachments. This includes (but not limited to) Drum Mulcher, Disc Mulcher, Stump Grinder, Rear Cradle Boom Mowers, Side Fold Boom Mowers, 3-Point Boom Mowers, Wheel Loader Boom Mowers, Rotary Mowers, Flail Mowers, and Road Reclaimers, all available options including factory mounting, and various other attachment product related to road right-of-way maintenance.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Diamond Mowers falls under Subcategory Road Right-of-Way Maintenance Equipment

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

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

Line Item	Category or Type	Offered *	Comments
70	Flail, boom, rotary, wing, sickle, and slope mowers	☒ Yes ☐ No	Diamond offers a wide selection of industry leading Boom, Rotary, Flail, Disc/Drum Mulchers. Skid-Steer, Tractor and Wheel Loader mounting applications available
71	Seeders, tillers, mulchers, and sprayers	☒ Yes ☐ No	Diamond offers a variety of Mulchers to fit both Tractors and Skid-Steer.
72	Erosion control equipment	☐ Yes ☒ No	N/A Diamond does not offer any erosion control equipment.
73	Ditch maintenance equipment	☒ Yes ☐ No	Diamond offers a Boom mounted ditcher to maintain ditches and drainage ways.
74	Signage, signals, and message boards	☐ Yes ☒ No	N/A Diamond does not offer any of the referenced.
75	Radar equipment, traffic cameras or traffic sensors	☐ Yes ☒ No	N/A Diamond does not offer any of the referenced.
76	Other road right-of-way maintenance equipment	☒ Yes ☐ No	Diamond also offers a variety of Stump Grinders for Skid-Steer applications.

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

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

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

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](#) - Sourcewell Price List 5-1-2021.pdf - Wednesday June 30, 2021 10:59:51
- [Financial Strength and Stability](#) - Financial Strength and Stability - Diamond Mowers.pdf - Thursday July 01, 2021 15:26:42
- [Marketing Plan/Samples](#) - Marketing Plan Samples - Diamond Mowers.pdf - Thursday July 01, 2021 15:26:52
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Information - Diamond Mowers.pdf - Thursday July 01, 2021 15:27:03
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples - Diamond Mowers.pdf - Thursday July 01, 2021 15:27:12
- [Upload Additional Document](#) - Diamond Mowers - Coverage Area.pdf - Friday July 02, 2021 15:05:57

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. - Dacotah Buum, Sales Operations Manager, Diamond Mowers, LLC

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Road_ROW_Maintenance_Eqpt_RFP_070821 Fri June 18 2021 05:04 PM	☒	1
Addendum_3_Road_ROW_Maintenance_Eqpt_RFP_070821 Thu June 17 2021 06:20 PM	☒	1
Addendum_2_Road_ROW_Maintenance_Eqpt_RFP_070821 Wed June 16 2021 05:21 PM	☒	1
Addendum_1_Road_ROW_Maintenance_Eqpt_RFP_070821 Wed May 26 2021 04:28 PM	☒	1