

ADDENDUM TO QUOTE

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Brookside Equipment Sales, Inc., ("Brookside"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, the parties have executed and accepted Brookside's Quote, attached hereto as Exhibit A, and incorporated by reference, subject to the Sourcwell Cooperative Purchasing Contract #070821-TGR, and County's changes herein, for Road Right-of-Way Maintenance Equipment; and

WHEREAS, Brookside is qualified and desires to provide the products; and

WHEREAS, the Parties expressly agree that this Addendum is a material addition to the Quote, attached as Exhibit "A," and the Sourcwell Contract #070821-TGR, attached as Exhibit "B," and are incorporated into each other and, when read together, shall constitute one integrated document (hereinafter the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set for the below, the following changes are incorporated as if a part of the original Agreement:

1. **Product.** Brookside shall provide Road Right-of-Way Maintenance Equipment – Boom Mower ("Products") as described in the Quote #1099 CJ, attached as Exhibit A, and incorporated by reference.
2. **Cooperative Purchasing.** Subject to this Addendum, Brookside shall provide the products to County in accordance with Sourcwell Contract Number 070821-TGR, attached hereto as Exhibit "B" and incorporated by reference.
3. **Term.** The term of this Agreement is effective upon execution by County and shall terminate on September 30, 2022. Products shall be delivered to County by this date, unless there is an extension approved by County.
4. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
5. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
6. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon

request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

7. **Limit of Appropriation.** Brookside clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Fifty-eight Thousand, One Hundred Twenty-seven and 34/100 dollars (\$58,127.34), specifically allocated to fully discharge any and all liabilities County may incur. Brookside does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Brookside may become entitled to and the total maximum sum that County may become liable to pay to Brookside shall not under any conditions, circumstances, or interpretations thereof exceed Fifty-eight Thousand, One Hundred Twenty-seven and 34/100 dollars (\$58,127.34).
8. **Confidential Information.** Brookside expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Brookside shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
9. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Brookside for any reason are hereby deleted.
10. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Brookside in any way associated with the Agreement.
11. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Brookside hereby verifies that Brookside and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Brookside does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Brookside does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Brookside does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
12. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
13. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, BROOKSIDE ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
14. **Use of Customer Name.** Brookside may use County's name without County's prior written consent only in any Brookside's customer lists, any other use must be approved in advance by County.
15. **Product Assurance.** Brookside represents and warrants to County that the Products will be free from material defects and will materially conform to all requirements and specifications as contained in the RFP #070821, attached Exhibit B.
16. **Conflict.** In the event there is a conflict between this Addendum and the attached Quote (Exhibit "A"), the this Addendum shall control; however, to the extent there is a conflict between this Addendum and the attached Sourcewell RFP #070821 (Exhibit "B,") the Exhibit B shall control to the extent of the conflict.
17. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George
County Judge KP George

KP George
County Judge

January 25, 2022

Date

ATTEST:

Laura Richardson

Laura Richardson, County Clerk



TIGER CORPORATION

[Signature]

Authorized Agent - Signature

Chad Johnson

Authorized Agent- Printed Name

Sales Manager

Title

1-5-22

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of **\$58,127.34** are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit A: Quote #1099 CJ

Exhibit B: Sourcewell RFP #070821-TGR

Exhibit A

Quote 1099 CJ

Bill To:	Ft Bend Co Drainage District P.O. Box 1028 Rosenberg, TX 77471		
Ship to:	Brookside 11700 S. Sam Houston PKWY. Houston Tx 77031		
End User	281-342-0141		
End User Contact	PO#		
Quote#	1099 CJ	Order Date:	
Dealer Contact	Kevin Schulze	Quote Date:	10/8/2021
DLR Phone / Fax	713-541-3535	Requested ship date:	
Dealer Email	schulze.kevin@brooksideusa.com	State contract order	Sourcewell# 052417-TGR/070821-TGR (New)
		Sourcewell Member #	90084



Please direct questions to:

Ph: 800-843-6849 EXT 3
 email all quotes in excel format
 to: orders@tigermowers.com

Shipping Instructic

BENGAL SERIES

(Boom Reach from 17.5' to 26.3')

HOW TO ORDER: You must select one item from Sections 1, 2, 3 & 4 for a complete Boom Mower.

Qty	Order Code	Description	Approx. (lbs)	List Price	Disc	Sourcewell Price
Add tractor on next line when required						
SECTION 1 - Choose a Base Unit						
					18%	\$ -
	BB-18	Mid-mount Boom Mower (1300 lb wheel weight)	3950	\$ 28,677	18%	\$ -
1	BB-22	Mid-mount Boom Mower (1700 lb wheel weight)	4110	\$ 34,694	18%	\$ 28,449.08
	BB-24	Mid-mount Boom Mower (1700 lb wheel weight)	4250	\$ 38,996	18%	\$ -
INCLUDES: Boom Arms, Mounting system, Wheel Weights, Mower Hydraulic Drive System Operator Safety Screen/Poly						
SECTION 2 - Choose a Cutter Head Stow System						
Refer to Tractor Adaptability List- All Stows do NOT work with all Tractors. Current Tractor Adaptability list located in first tab below and at www.tigermowers.com . or call Territory Manager.						
	SS-BB	SIDE STOW (SS) transport system & Travel Safety Lock - BB22 Side Stow Mowers on Tier 4 tractors will have stow height of 13'11", BB24 will have a stow height of 15'2".	45	Inc. in Base	\$	-
	3PS-BB	3 POINT STOW (3PS) transport system & Travel Safety Lock	130	\$ 3,754	18%	\$ -
	1OS-BB	SINGLE POINT OPEN STOW (1OS) transport system & Travel Safety Lock	160	\$ 4,391	18%	\$ -
1	3OS-BB	3 POINT OPEN STOW (3OS) transport system & Travel Safety Lock	550	\$ 5,536	18%	\$ 4,539.52
	3OS-BB-EXT	3OS Boomrest Extension Bracket	22	\$ 516	18%	\$ -
SECTION 3 - Choose a Cutter Head						
ROTARY						
1	RT50D	50" Rotary head with Disk/Brush Knives & Hydraulic Door	815	\$ 14,846	18%	\$ 12,173.72
	RT50B	50" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door	740	\$ 14,693	18%	\$ -
	RT50G	50" Rotary head with Disk/Grass Knives & Hydraulic Door	815	\$ 14,805	18%	\$ -
	RT50D-SW	50" Rotary Swivel Head, Disk/Brush Knives & Hydraulic Door	950	\$ 15,310	18%	\$ -
	RT50B-SW	50" Rotary Swivel Head, Blade Bar/Brush Knives & Hyd Door	950	\$ 15,155	18%	\$ -
	RT60B	60" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door	840	\$ 17,248	18%	\$ -
	RT60B-SW	60" Rotary Swivel Head, Blade Bar/Brush Knives & Hyd Door (BB-22 & BB-24 ONLY)	950	\$ 17,709	18%	\$ -
	RT60DG	60" Rotary Head with Disk/Grass Knives & Hydraulic Door	915	\$ 17,410	18%	\$ -
FLAIL						
	FL50LBG	50" Flail Head with Light Brush/Grass Knives (LBG)	800	\$ 16,935	18%	\$ -
	FL50MBG	50" Flail Head with Medium Brush/Grass Knives (MBG)	808	\$ 17,827	18%	\$ -
	FL50HDB	50" Flail Head with Heavy Duty Brush Knives (HDB)	815	\$ 17,869	18%	\$ -
	FL63G	63" Flail Head with Grass Knives	855	\$ 17,410	18%	\$ -
MULCHER						
	ML36-BNGCHN	36" Mulcher Head with Quad Cut Teeth - Rear Chain	925	\$ 22,696	18%	\$ -
	ML36-BNGRUB	36" Mulcher Head with Quad Cut Teeth - Rear Rubber Flap	925	\$ 22,661	18%	\$ -
SECTION 4 - Choose a Hydraulic Controls Options						
	CBL	Cable Controls and Lift Valve Kit	78	\$ 6,287	18%	\$ -
1	JSTK	Joystick, Electro-hydraulic and Valve Kit	80	\$ 15,811	18%	\$ 12,965.02
SECTION 5 - Installation Charge						
	Factory Mnt	Installation of complete boom mower system		\$ 7,159	18%	\$ -
	Field Mnt	Installation of complete boom mower system		\$ 7,159	18%	\$ -

TRACTOR INFORMATION REQUIRED:			
Make/Model:	???	Transmission	_____
Tire size	??	Cab Type	_____
	??	2WD or MFWD	_____
	??	Front	_____
	??	Rear	_____

SECTION 6 - BOOM MOWER OPTIONS						
		Wheel Weight - up charge from 1300 to 1700 lbs of counter balance.	400	\$ 1,271	18%	\$ -

Exhibit B

Sourcewell RFP #070821-TGR

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tiger Corporation, 3301 N. Louise Ave., Sioux Falls, SD 57107 (Supplier).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Tiger Corporation

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/6/2021 | 7:33 AM CDT

DocuSigned by:
Shawn Cleary
By: E514F861F63F4DF...
Shawn Cleary
Title: President
Date: 8/5/2021 | 11:53 AM CDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/6/2021 | 7:37 AM CDT

RFP 070821 - Road Right-of-Way Maintenance Equipment

Vendor Details

Company Name: Tiger Corporation
3301 North Louise Ave
Address: SIOUX FALLS, South Dakota 57107
Contact: Dave Burkhart
Email: dburkhart@tigermowers.com
Phone: 605-261-8133
Fax: 605-261-8133
HST#: 88-0329653

Submission Details

Created On: Tuesday May 18, 2021 09:56:30
Submitted On: Friday July 02, 2021 12:33:20
Submitted By: Dave Burkhart
Email: dburkhart@tigermowers.com
Transaction #: e89231b6-b4b1-41f5-a03b-596eab16c601
Submitter's IP Address: 96.2.247.178

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Tiger Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Tiger Corporation
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Tiger Corporation
4	Proposer Physical Address:	3301 N.Louise Ave. Sioux Falls, SD 57107
5	Proposer website address (or addresses):	www.tigermowers.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):	Shawn Cleary, President of Tiger Corporation, 3301 N. Louise Ave Sioux Falls, SD 57107, scleary@tigermowers.com, 605-731-0404
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dave Burkhart, Marketing Coordinator, 3301 N. Louise Ave. Sioux Falls, SD 57107, dburkhart@tigermowers.com, 605-373-0447
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	John Peters, National Sales Manager, 3301 N. Louise Ave. Sioux Falls, SD 57107, jpeters@tigermowers.com, 605-373-0439

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.	<p>Tiger Corporation was founded in 1968 with a simple idea, engineer and manufacture the best industrial strength road side mowers and roadway attachments for tractors and trucks. We have developed a complete line of high-quality mowing equipment. Tiger has an extensive Authorized Dealer network with 260 locations, trained to sell and support, our products in the North American market. Tiger is a proud member of, and a wholly-owned subsidiary of Alamo Group Inc. Founded in 1969, Alamo Group Inc. (NYSE: ALG) is a leader in the design, manufacture, distribution, and service of high-quality equipment for governmental, agricultural, and contractor/custom mowing markets. Alamo Group products include truck and tractor mounted mowing and other vegetation maintenance equipment, street sweepers, snow removal equipment, excavators, vacuum trucks, other industrial equipment, agricultural implements, and related after-market parts and services. Alamo Group's corporate headquarters is located in Seguin, Texas. Our 33 Alamo Group member companies are located throughout Australia, Europe, North America, and South America. The Company operates two separate business divisions, namely, the Industrial Division and the Agricultural Division.</p> <p>Tiger's Core Values:</p> <ol style="list-style-type: none"> 1. Teamwork- Creating great working relationships and innovative customer solutions for a productive work environment through respect, appreciation, and open communication. 2. Quality Products - We are committed to the highest standards of excellence in all phases of our business by using the best quality materials, demonstrating professionalism, providing the best service, and focusing on safety for our employees, dealers, and customers. 3. Positive Relationships - Maintain open and active relationships with our customers to provide the best service while always seeking to establish new relationships to grow our network and increase sales. <p>Tiger's business philosophy and Vision - To be the leader in the industrial mowing market. To provide innovative solutions, with high quality, user-friendly equipment, to solve the challenges of right of way/roadside mowing. Tiger's goal is to exceed our customers' expectations leveraging our extensive North American dealer network, by providing the best parts and service available today.</p>

10	What are your company's expectations in the event of an award?	In the last 4 years of being on the Sourcewell contract, 25% of Tigers' total sales have been generated from the Sourcewell contract. We are excited about having this contract as a key resource to leverage the growth of the Tiger brand and increase sales in North America, and bring the best value to Sourcewell members. Our team at Tiger Corporation looks forward to the continued benefits of using the Sourcewell contract. Many of our customers have stated that using the Sourcewell contract has streamlined their procurement process and has ensured that their governmental entity will receive a quality product for a competitive price. The Sales team at Tiger believes we will continue to grow our sales exponentially by continuing to leverage the Sourcewell contract. We believe the Sourcewell name is synonymous with strength and quality suppliers and provides customers with a contract that is easy to use. We look forward to continued growth if we are chosen to continue on this contract for another 4 years.	*
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.	Tiger Corporation is a wholly owned subsidiary of Alamo Group Inc., and does not publish individual company financial records. Attached in the Financial Strength and Stability Documents section are the following reports. 2020 Alamo Group Annual Report and 2021, 1st Quarter Financial Report. Also included are the Dunn & Bradstreet report, and credit references for Tiger Corporation.	*
12	What is your US market share for the solutions that you are proposing?	Tiger and its Authorized Dealer network, commands a 30% market share in the markets we participate in. Unfortunately, AEM does not track market share for industrial mowing equipment. Based on our 53 years of proven performance in the right of way roadside mowing market and the extrapolation of known sales we have on record within our CRM and in our business system, we believe our market share is as accurate as can be determined.	*
13	What is your Canadian market share for the solutions that you are proposing?	Our estimated market share in Canada is 7%. We are not satisfied with our current level of sales and we believe there is significant opportunity in the prairie provinces of Alberta, Saskatchewan, and Manitoba. We recently added a new dealer in Ontario and they are growing our sales significantly in Ontario and Quebec. Here at Tiger, we see nothing but opportunity and growth in Canada. We look forward to partnering with Sourcewell and Rural Municipalities of Alberta to continue to grow our sales. Due to Covid-19 travel restrictions between the United States and Canada, we were not able to continue our travels and prospecting for new/additional dealers in Canada in 2020. As soon as travel restrictions are lifted, we plan to continue our focused efforts in growing our dealer network in Canada.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Tiger Corporation has never been the subject of any bankruptcy action. There will not be any risk of bankruptcy in the foreseeable future with the financial strength of Alamo Group (corporate). As an Alamo Group company, we have sufficient resources to support our capital investments at our factory or financial operational needs as a company.	*
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?	Tiger is a manufacturing company that maintains a field sales staff that supports over 57 dealer organizations with 260 locations that cover the US and Canadian market areas. Tiger authorized dealers are the key, and responsible for selling directly to City, County, State, and Federal government agencies and servicing products from these local dealership locations. Tiger's has a total of 14 employees that are directly involved in the day to day activities of selling and supporting our products and provide support to our dealer channel. Tiger's authorized dealers are also agricultural, municipal, and construction equipment dealers, with brick and mortar locations throughout North America. Our dealers offer world-class solutions to governmental customers, agricultural producers, and the contractor segment of the market. Our diverse dealer network is a strength of Tiger Corporation as it helps us gain additional brand awareness in three distinct markets (Municipal, Agricultural, and Construction customers).	*
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.	Tiger Corporation manufactures all of its products to adhere to all specifications of the SAE, ASAE, and ANSI Standards of Industrial Mowing Equipment. These standards assure the customer and the public that Tiger equipment provides the highest degree of safety and durability. The testing is third-party tested to industry standards. One of our team members in our Engineering Department is a Registered Engineer (PE) that plays an integral part in our product development process. This individual has been with our company for over 25 years. In addition, we have 4 other team members in our engineering department that are continually working on value-added solutions to bring to the market and to enhance our current product line of right-of-way mowing equipment.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None to report. Not Applicable.	*

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	Alamo Group Companies were recognized as one of the top 100 ethical companies by Forbes in 2014, proving to our customers that they are working with a company that will treat them fairly and honestly. Tiger has received many safety awards, including the 2019 Safety Excellence Award for Zero injuries by Alamo Group Corporate Safety team, and was also awarded the South Dakota Governors' Workplace safety award for 2015, 2016, 2017, 2018, 2019, and 2020.
19	What percentage of your sales are to the governmental sector in the past three years	An average of 90% of Tiger sales are to Governmental entities.
20	What percentage of your sales are to the education sector in the past three years	Since our products are mainly industrial mowing equipment approximately 5% annually of our sales are to educational entities and school districts.
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?	Alabama State Contract = \$1,301,493 Arizona=\$312,792 Iowa State Contract = \$90,030 Kentucky State Contract = \$2,045,184 Minnesota State Contract = \$199,875 Oklahoma State Contract = \$57,490 Ohio State Contract= \$1,585,125 Pennsylvania State Contract = \$5,668,895 TX Buy Board = \$5,009,967 Washington (State) = \$1,591,458
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?	Tiger does not hold a GSA contract, although our business partner EKA and associates offers Tiger products on their GSA contract. Sales volume for three years to EKA have been \$ 1,097,926.

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 *
Milwaukee County, Wisconsin	John Blonien Fleet Director	(414) 257-6575
Henry Miller Reclamation District (California)	Adam Coronado District Superintendent	209-587-1198
City of Spartanburg, SC	Johnny Ravan Roads & Bridges Manager	864-415-6846

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 *
State of West Virginia- Middletown Tractor	Government	West Virginia - WV	Tractor and Boom mower turnkey units with Rotary cutter heads, mulcher heads.	42 Units total in 2020	1.4 Million
State of Kentucky	Government	Kentucky - KY	Boom mowers with Rotary and Flail cutter heads, side Rotary mowers, side Flail mowers. Rear Flail mowers and Pull behind rotary mowers.	28 orders total in 2020	\$1.9 Million
PAMAC	Government	Pennsylvania - PA	Boom mowers with Rotary and Flail cutter heads, side Rotary mowers, side Flail mowers. Rear Flail mowers and Pull behind rotary mowers. Wildkat boom mowers, ditchers and mulching heads.	27 orders total in 2020	\$1.85 Million
Texas Buy Board	Government	Texas - TX	Boom mowers with Rotary and Flail cutter heads, side Rotary mowers, side Flail mowers. Rear Flail mowers and Pull behind rotary mowers. Wildkat boom mowers, ditchers and mulching heads.	37 orders total in 2020	\$1.7 Million
Ohio DOT	Government	Ohio - OH	Tractor and mower turnkey units with rotary and flail cutter heads. Ditchers.	22 orders total in 2020	\$1.6 Million

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	Tiger's sales force consists of 6 Tiger Territory Sales Managers, 1 National Sales Manager, 1 sales support person, 2 service support people, 1 parts support person, 1 order fulfillment support person and 260 dealer locations to sell and support our products in North America.
26	Dealer network or other distribution methods.	Tiger has 57 Authorized Dealer organizations, which have 260 locations for the United States and Canada. Tiger Authorized Dealers call on and work with the vegetation management needs of the city, county, and state governmental entities in their assigned areas. Tiger Dealers have dedicated Governmental Specialists (salespeople), that spend 100% of their time on sales, product and customer support, and marketing of our products. Tiger employees have attended several H2O vendor programs in the last few years and have grown in knowledge from networking with other Sourcwell vendors and from the help of our Sourcwell representative.
27	Service force.	Tiger utilizes a factory-trained service force with our 57 Tiger Authorized Dealers, at their 260 locations. Tiger also has 2 factory product support people supporting our dealers. During the week, we have staff available for product support questions from 7:00 AM to 5:00 PM. If required, we dispatch a mobile technician to travel to our authorized dealers and customers in the field in the support of product concerns or technical issues, if they arise. Our factory technicians have over 100 years of combined experience. Tiger Authorized Dealers have factory trained technicians available on demand for our customers.
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.	Tiger has a dedicated customer service team of 5 people to provide an instant or a same-day response to any customer need. We provide service access by phone, email, facetime, our website, and our dedicated Tiger service center website. Our computer software system logs each call so the customers' issue is documented and can be reviewed by another team member at any time. Customers generally initiate service requirements with our Tiger Authorized Dealers, however, our Customer Service Team will answer any customer-generated call. We also leverage our website www.tigermowers.com , which allows customers to download various parts and service manuals.
29	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Tiger was awarded a Sourcwell contract 4 years ago and has a proven track record of taking care of the customer from the first phone call to several years after the sale. Tiger understands the responsibility we have every day in representing the Sourcwell name and we take it seriously. We pride ourselves on customer service and treating the customer like we would like to be treated. In this manner, the customer will want to come back for future purchases because they have received a positive ownership experience with our products.
30	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Tiger is eager to use the Sourcwell contract in the Canadian provinces. We have found that the challenges in vegetation management in Canada are very similar to the challenges in the United States. Tiger has the vast product offering and dealer outlets needed to address the Canadian market.
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are dedicated to supporting all the geographic areas of the United States and Canada. Tiger is proud of our strong dealer network along with the 260 locations in North America to support our customers' needs.
32	Identify any Sourcwell 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?	Tiger is committed to service all members that are eligible to purchase from the Sourcwell contract. Tiger's extensive North American dealer network enables us to make this commitment.
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Tiger has authorized dealers in both Hawaii and Alaska to administer the Sourcwell contract. Tiger reserves the right to sell directly to any US Territory. A modest freight adjustment will be made to cover ocean freight.

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.	Since being awarded this contract in 2017, Tiger Corporation has enthusiastically promoted the Sourcewell contract. We have used the Sourcewell logo on many of our printed literature pieces, along with ads in several county and municipal advertising pieces. Tiger consistently uses Sourcewell in our Constant Contact emails sent out to over 4000 customers and dealer locations. Upon contract award, Tiger's marketing department will again promote the Sourcewell contact name in all our social media platforms, Constant Contact (email advertising campaign), along with another media blitz on Facebook and LinkedIn. Tiger attends local, regional, and national trade shows to continue to grow Sourcewell contract purchasing, and we proudly display the Sourcewell flags at our booth while attending these shows. Tiger currently has the Sourcewell logo posted on our website at the top of our awarded contract page, so new and existing customers have quick access to the website. We will continue to promote the Sourcewell name because of the high brand recognition along with 25% of Tiger's total sales in the past four years have come from this fantastic contract. Tiger Corporation has seen the value in the Sourcewell contract and will continue to reach out to all our customers to promote Sourcewell. Copy of Tiger Boom Mower Literature with Sourcewell Logo, copy of Awarded Contracts page on Tiger website, and copy of Constant Contact piece using Sourcewell have been uploaded to "Marketing" documents area.
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Tiger has continually promoted Sourcewell on our website along with many print materials and social media websites to show the ease of purchasing Tiger products using the Sourcewell contract. We have designed Sourcewell specific quote sheets to make ordering easy and fast for the customer. Tiger utilizes Salesforce.com for customer database information and uses Constant Contact, Facebook, and LinkedIn, for Tiger's digital marketing. Bi-weekly email blasts are sent to the customer base to allow Tiger and Sourcewell to stay "top of mind" for our customers. Tiger strives to use Facebook on product deliveries, customer training events and promotes the Sourcewell name when possible.
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has offered Tiger many resources and support in our current contract, which we have utilized to promote cooperative buying. Sourcewell's brand recognition has added great value to Tiger and increased the recognition of our brand name in North America. Our sales team utilizes the Sourcewell name and reputation it carries, in print ads, social media, and the many trade shows we attend. Tiger Corporation will continue to use our sales team and dealer network to provide top-of-the-line products, leveraging Sourcewell as the most cost effective way to purchase Tiger products. The Tiger Sales and Marketing Team will continue to design new marketing materials promoting Sourcewell and introduce the Sourcewell contract at every opportunity.
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, e-procurement is not available on Tiger products. Tiger believes our product line requires hands-on personal service for the sale of products at the customer level. With the wide variety of right-of-way mowing equipment and infinite problems with vegetation management we feel we cannot provide the best customer service with e-procurement at this time. Tiger's products are procured through our Tiger Authorized Dealer network. Tiger works directly with our authorized dealers and customers to give the best customer service to provide the solution to the customer's most difficult problems and exceed the customer's expectations.

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.	Every Tiger customer is trained on the operation of the specific machine delivered, safety procedures, and maintenance of the equipment purchased. This training is completed at the time of delivery of their Tiger product. Tiger also provides a unique and value-added service, Tiger Mower Operator Safety Training (TMOST), which is available to all customers in the US and Canada and is led by a Tiger certified, OSHA authorized, and National Association of Safety Professionals (NASP) certified Safety Training/Planning Specialist. (This training does have an additional cost). (TMOST) training includes hands-on operations and covers all aspects of mowers and mowing problems and solutions while keeping the operator and the general public safe. This specific training is done onsite at a dealer location and usually is an all-day course.
39	Describe any technological advances that your proposed products or services offer.	Tiger has been a leader in right-of-way roadside mowing equipment and vegetation management equipment for over 53 years. However, even though Tiger was the first company to invent and engineer the patented hydraulic-powered side mount rotary mower, we have not rested on our laurels. One of our newest technological advances has been the introduction of our Boom Positioning system. Precisely engineered to control the boom arm movement from the operator seat with a simple flip of a switch. This puts the boom arm into the rear stow for a perfect fit every time. Tiger has updated and improved our hydraulic mower system to be entirely independent of the tractors' hydraulic system. We have developed an electronic/hydraulic float system (EFS) for our Wildkat boom mowers, which enables the mower head to follow the contour of the ground while mowing. Tiger is the first company to build a boom mower designed to meet the legal transport height and width restrictions when loaded on a trailer, increasing customer safety in transport. Additionally, the design utilizes a unique break-away boom arm to improve the protection of boom components. With new technology and design leading our company and the industry, Tiger has been a leader in the past and will continue to build the best-built mowing products in the future.
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.	As an Alamo Group company, Tiger Corporation is a strong believer in Environmentally Sustainable practices and being a good steward of our environment. We have implemented a single-stream recycling program throughout our facility. Approximately 4 years ago, we implemented a reusable packaging program where we take our used cardboard boxes, shred them and reuse these for packing parts for shipment to our dealers and customers. We have updated the lighting throughout our facility to utilize (LED Lights) to lower wattage requirements and reduce our electricity needs. A majority of our design process is done with computer modeling, hence reducing the need for paper. Tiger undertook a massive engineering program to design its products to ensure compatibility of our products with Final Tier 4 & Stage 5 agricultural tractor designs, enabling our customers to use the latest technology and to reduce carbon emissions. We have transitioned from using calcium chloride to "Beet Juice" for liquid ballast, this transition providing our customers with an environmentally friendly fluid to add to their tractor tires for weight and stability. Beet Juice or also known as Rim Guard is Non-toxic, bio-degradable, water-soluble and the heaviest non-corrosive liquid ballast on the market! Please see the attached Sustainability Reports which are uploaded to the "Additional Documents Folder."
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.	Tiger transitioned from using calcium chloride to "Beet Juice" for liquid tire ballast. Beet Juice, also known as Rim Guard is Non-toxic, bio-degradable, water-soluble, and will never corrode tractor rims. Rim Guard SDS Sheets are uploaded to the "Additional Documents Folder." Tiger also uses Mobile Oil EAL 224H on certain model boom mowers. Mobile EAL 224H features and benefits, picture of the label on Mobile EAL 224H Oil Canister, and SDS sheets are uploaded to the "Additional Documents Folder."
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.	Tiger Corporation is a wholly-owned subsidiary of Alamo Group Inc., a public company listed on the NYSE (ALG) There are no special accreditations for Tiger Corporation at this time.
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?	With 53 years in the right-of-way roadside mowing equipment business, we have significant experience in developing, selling, and supporting industrial-strength roadside mowers. As an Alamo Group company, we have a significant number of engineering and product support resources to draw from, along with our strong financial strength. Tiger has a vast product offering within our product portfolio for the Sourcewell member to choose from and to enable them to have a one-stop shopping experience to satisfy their mowing needs. Another key attribute that Tiger provides to the Sourcewell customer is the breadth of our dealer channel with 57 dealer organizations and 260 locations. Tiger offers a sizeable top-of-the-line sales team trained and experienced in government sales. As a result, Tiger has one of the largest dealer organizations reaching and supporting the governmental market. The Tiger mowing system was designed with versatility in mind. Our customers have the ability to interchange several different mowing heads for the same boom mower. We have flail heads, rotary heads, mulching heads, and a ditcher that can be interchanged on the same unit. Our unique frame design allows our customers to change from a side mower to a boom mower in approximately 4 hours or less, reducing the cost of operation and allowing our customers to utilize that specific asset year-round. Tiger is a solutions-focused organization. We take the time to listen to our customers and discuss their mowing and road maintenance needs before ever recommending a product. Tiger believes in world-class customer support and ensuring that each customer is trained on our products after delivery; our field teams and dealers both provide this service.

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, Tiger has a 1-year standard warranty on all products. This is listed in the Tiger Standard Warranty Policy that is included in the "Warranty " documents area.
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no restrictions to any governmental entities. Tiger works directly with our customers to explain the warranty and what it covers at the time of purchase. Tiger Corporation also offers our customers the opportunity to purchase an extended warranty for up to 5 years.
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Tiger will cover transportation costs on a product needed for repair for the first 60 days. Limited coverage for 1 year after purchase. If unique circumstances require assistance, Tiger works with our customers in covering this cost on a case-by-case basis.
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?	Every region in North America will be serviced by a Tiger Authorized Dealer. Service, as well as warranty repair, is provided through the nearest Tiger Authorized Dealer.
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?	All warranties will be covered by Tiger Corporation with the exception of tractor warranties. As a business partner with New Holland, John Deere, and Case IH tractors, these OEM manufacturers provide warranty and product support for all tractor related repairs.
49	What are your proposed exchange and return programs and policies?	Depending upon the situation the customer will work directly with the Tiger Authorized Dealer for exchanges and return items. Tiger provides a limited number of rebuilt components and Dealers may return parts and whole goods in new and unused condition for full credit.
50	Describe any service contract options for the items included in your proposal.	Tiger offers a one (1) year standard warranty on all products. This factory warranty covers any failure that happens under normal conditions. All Tiger products are eligible to receive an extended warranty, ranging from 1 to 5 years depending upon customer preference. Numerous Tiger dealers will offer service/maintenance programs to the end-users depending upon the customer preference.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods?	Tiger policy allows Net 45 day payment terms. Exceptions can be made to this for special circumstances prior to acceptance of order. Bank Checks, ACH Transfers, and Wire Transfer are accepted as payment options.
52	Describe any leasing or financing options available for use by educational or governmental entities.	Tiger Corporation has been working directly with (NCL) Nationals Cooperative Leasing for the last 3 years. When a customer inquires about financing or governmental leases, we refer them to NCL. This relationship has benefited many of our Sourcewell/Tiger customers. NCL sample documents from the Tiger website are uploaded to the "Additional Documents" folder.
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.	Tiger ensures that the ordering process through the Sourcewell Contract is easy and pain-free for the end-user/ customer! Every order will be sent to Tiger Corporation by either the Tiger dealer, Tiger field manager or purchasing entity through email or fax. All purchase orders from the customer are made out to Tiger Corporation. Tiger verifies every Sourcewell order includes the membership number and all appropriate customer information. Next, the order is checked for accuracy & compatibility. Orders are transferred from the individual Sourcewell specific quote sheets and processed by our order fulfillment specialist at our factory. When the order is internally entered into our business system, it is transitioned into a work order in our company manufacturing software for building that specific product for the customer. We create an order code specific to the Sourcewell contract and then enter that information into Tiger's operating business system to assure all orders are tracked accordingly, and quarterly reports are processed in a timely manner for payment to Sourcewell. Once the order is placed in the system, our team is able to track from the first entry in our production system to completion and ship date. Tiger's accounting team, with direction from Tiger management, will track all Sourcewell orders and accrue the fees accordingly. The accounting office will submit the required quarterly reports. Accuracy in record keeping is a key strength of Tiger's accounting team as we manage 23 state contracts as well as supporting our dealers. Per Company policy the customer cannot be billed until the completed unit is delivered and accepted by the customer. Tiger's Authorized Dealer network is educated in the delivery of contract sales and aids in the order processing, delivery, and payment processing, working directly with the customer. In this manner, the customer receives their finished product on time, and Tiger maintains accurate records of the complete order fulfillment process. In summary, Tiger's goal is to ensure an easy ordering process and a positive customer experience for each Sourcewell member that does business with our company. Tiger will ensure accurate record-keeping for all Sourcewell orders and prompt payment of the contract fee.
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.	Tiger uses contractual Sourcewell specific quote sheets that make placing an order simple and effective for our customers and dealers. Just type in the quantity of the product you would like, and the form calculates the discount off of list price and tabulates the total at the bottom of the page. We include the warranty paperwork with every order and a copy of the invoice along with instructions to call Tiger Corporation if there are any questions on the purchase or product itself. A sample quote sheet has been uploaded to the "Marketing Plan 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?	Tiger currently does not accept P-cards, only because we have not had the need to do so. Tiger can certainly set up and receive P-cards, and would not charge any additional costs to Sourcewell members. Tiger can and routinely accepts wire transfers and ACH payments for ease of conducting business.

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.	Tiger Corporation has a standard list price on all our products. All Sourcewell members will receive an 18% discount on each line item from Tiger List prices. Prices are FOB destination. Tiger Corporation manufactures and sells side and twin rotary mowers, side, twin, rear, and triple flail mowers, boom mowers with reaches from 18 to 30 feet, along with 15 different attachment heads for these boom mowers. Tiger will supply Sourcewell, the Tiger Authorized Dealer, and the Sourcewell member with a Sourcewell specific interactive quote sheet to order products and a copy of the Sourcewell-Tiger Price List. Sourcewell Price List has been uploaded to the "Pricing Documents" folder.
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.	Tiger will offer an 18% discount on all Tiger List prices. A Sourcewell specific interactive quote sheet is provided for ease of ordering. A copy of the complete Sourcewell-Tiger Quote Sheets has been uploaded to the "Additional Documents" folder.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Tiger offers an additional 2% discount on any order with three (3) units or more on the same order.
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.	Tiger will offer cost plus 12% on material costs and any additional labor charges for any 'sourced', 'open market' or non-standard options, and any applicable freight costs.
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.	Tiger publishes all costs of acquiring a Tiger product in our list price, minus discount. Tiger does not surprise our customers with hidden costs. Once we are assured we have the right piece of equipment to match our customer's needs, all charges are upfront and shown on our quote sheet. All labor and delivery are included in the sales price. When dealer PDI is required, it is added to the specific quote sheet and the cost is listed on the price list.
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.	All Tiger products on the Sourcewell contract are listed freight, FOB Destination in the continental United States. Ocean freight charges will be added on sales to Alaska and Hawaii and external US territories. These additional freight costs will be listed on the Sourcewell specific quote sheet at the time of sale.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Tiger would quote the products FOB Sioux Falls, SD, and would assist in arranging freight and documentation to Alaska, Hawaii, and any other offshore entity. For orders to Canada, Tiger will quote FOB Sioux Falls and arrange to add any additional surcharges, or customs charges to the bottom of our quote sheet for transparency to our customers.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Tiger coordinates all shipments for its products from our facility in Sioux Falls, SD. Delivery can be made to the nearest dealer location or to the customer's location. If a Tiger Dealer receives the goods, they will prep the equipment for delivery and deliver it to the customer location. If goods are shipped to the customer location, the Tiger dealer will schedule a time and date for product walk-around on the operation and key points on safety and daily maintenance of the Tiger product. We are very flexible in our delivery abilities and can accommodate any customer requirements.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcewell pricing is the most cost effective way to procure Tiger Products.

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.	Tiger understands the importance of accurate information on all paperwork and the value of an audit. At each phase of the order process our Tiger team will check and verify all information placed on the Sourcewell specific quote and call the customer if any questions arise. Again when the order moves to the floor to set up ship dates, Tiger will check the order for clarity, and again the customer will be called if there are any questions. All Tiger sales order team members know that compliance to pricing and exact ship to and bill to information is critical. After the sales order has gone through final review, the Tiger accounting department will monitor until ship/invoice is complete and reconcile all payments to the dealer and the Sourcewell fees. A report is written each month by our IT department to accumulate all contract sales, and Sourcewell contract sales would be added to this report. Submittal of fees are paid at the end of each fiscal quarter. Alamo Group has an internal audit team that assists Tiger with the audit procedure to assure that validity and adherence to contract specifics are administered correctly.
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.	Tiger has a fully automated internal computer system and software designed to track and monitor all sales by contract on a monthly basis. Since our awarded contract in 2017, 25% of Tiger's total sales have come from the Sourcewell contract.
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.)	Tiger Corporation would propose a 1% fee of total sales through this contract, that would be paid to Sourcewell for facilitating, managing, educating, and promoting this contract.

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Tiger Corporation offers a complete line of right-of-way roadside maintenance equipment. Starting with our top-of-the-line Boom Mowers (18 models), roadside shoulder mowers, rotary (5 models), and flail type mowers (6 models). Tiger also manufactures rear mowers (5 models), side shift rear mowers (8 models), along with multiple attachments to meet all our customer's needs.</p> <p>Tigers' boom mowers have reaches that extend from 13' to 30' in lengths. Our most popular boom cutter heads are the rotary and flail heads. These heads come in several sizes and offer multiple cutter knife combinations. We also have several different boom head attachments like the ditcher head, mulching head, sweeper head, 48" saw blade, Snow Panther snow blower head, excavator head, and JCB hydradig head, to name a few.</p> <p>Tiger manufactures a very efficient roadside shoulder mower for the industrial market. These rotary mowers are offered in either 60" or 72" cutting widths, with several blades to choose from, providing a flexible working solution for the customer. These models are also available in a twin configuration, which gives the customer a more expansive mowing capacity.</p> <p>One of Tigers' top-selling attachments is the Ditcher. With a 22" diameter cutting width, the Tiger rotary ditcher can move large amounts of dirt and mud from existing ditches or can cut a new path to create water flow and erosion control. This head is built with three heat-treated, self-sharpening, replaceable blades and wear plates.</p> <p>Tiger's flail mowers are offered as a single side, twin, rear, or triple flail configuration. Our flail mowers are some of the most durable and best-built mowers in the industry. We also offer a full line of 3 point flail mowers and pull-type triple flail mowers.</p> <p>Tiger offers rear rotary mowers that have cutting widths from 6' to 20'. An option to the rear rotary mower is the Offset Hitch which allows the tractor to remain on the road while the mower is entirely in the ditch. This provides operator safety and comfort to mow steep ditches without the tractor leaving the road.</p> <p>A Tiger exclusive innovation is the TruckKat. Tiger developed a boom mower that attaches directly to the modified truck bed of a Ford F550 or M2 Freightliner, turning the truck into a mobile boom-type cutting machine. This machine can travel at road speeds and then stop and change over to a right-of-way mowing machine cutting grass and brush up to 6" in diameter.</p> <p>Tiger has also designed a RailKut model, similar to the Truckat equipped with rail gear. The RailKut will provide an easy solution for efficient vegetation management of rail roads throughout North America.</p> <p>Tiger has developed an independent engine-driven boom mower that attaches to popular wheel loader models. This concept provides a solution to increase the customers' wheel loader utilization, making the loader a productive year-round piece of equipment. Flexibility and interchangeability are a solution for budget-conscious entities.</p> <p>The Tiger WET KUT system can be added to any rotary or flail cutting head, transforming a standard cutting head into a total vegetation maintenance machine. With a precision application of herbicide to any plant or shrub, while mowing, vegetation can be chemically controlled.</p> <p>One of Tiger's many tractor attachments is the Claw. This patented piece of equipment reclaims lost material from being washed away from the roadside edge. The disc gang action of the 22" boron steel blades provides a system to recover lost shoulder material from the ditch, pulling gravel and sand back up on the roadway to use again for clean driving surfaces.</p> <p>Interchangeability is a feature Tiger integrates into a number of our mowing systems. Product interchangeability enables the customer to purchase one tractor with multiple mowing systems. This solution solves the problem of numerous mowing challenges with one purchase, saving the customer money.</p> <p>Tiger is a business partner with New Holland, John Deere, and Case IH tractor Companies. These relationships allow us to offer turnkey tractor/mower products priced reasonably to the customer. Tiger maintains a stock of these tractors, allowing for fast deliveries.</p> <p>Tiger's product line is designed and engineered as a complete right-of-way maintenance solution.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Industrial right-of-way mowing equipment, Tractor/MowerAttachments, Roadside Vegetation Management Equipment. Rotary and Flail side and rear mowers. Boom Mowers. Flex Wing Rotary Mowers.</p>

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

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

Line Item	Category or Type	Offered *	Comments
70	Flail, boom, rotary, wing, sickle, and slope mowers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tiger specializes in manufacturing side rotary and flail mowers along with booms mowers from 13 to 30' reach with multiple head combinations.
71	Seeders, tillers, mulchers, and sprayers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tiger offers a boom mulcher head and a wet cut system that allows our customers to apply herbicide.
72	Erosion control equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Many of Tiger's products are considered erosion control: Ditchers, Wetcut system, and the Claw roadside reclaimers. Our Ditchers allow water to flow freely in drainage ditches to reduce water backing up and causing floods or erosion outside of the ditch banks. The Claw is a one-way disk that helps reclaim gravel that is washed away by spring rain or removal of shoulder material caused by a snow plow. The Wetcut is a herbicide bar that allows for chemical management of noxious weeds rather than using tillage to control weeds.
73	Ditch maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tiger offers a boom ditcher head along with a complete ditcher system for any tractor.
74	Signage, signals, and message boards	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
75	Radar equipment, traffic cameras or traffic sensors	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
76	Other road right-of-way maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tiger offers a Truckat boom mowing system, Wheel Loader boom mower and multiple other rear three point tractor boom or flail mowers. We have had excellent success with the Truckat in the market place as it is an F550 chassis with our 22 ft. Bengal or 24 ft. Bengal boom mower installed on the chassis. Our Wheel Loader boom mowing system allows our customers to better utilize their capital investment of a payloader when not loaded gravel or salt trucks in the off season.

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
		No exceptions needed.

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](#) - 1 - Pricing Documents.zip - Friday July 02, 2021 12:14:34
- [Financial Strength and Stability](#) - 2 - Finance Strength and Stability Documents.zip - Wednesday June 30, 2021 10:57:11
- [Marketing Plan/Samples](#) - 3 - Marketing Plans Documents.zip - Friday July 02, 2021 12:23:34
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Tiger_Limited_Warranty.pdf - Tuesday June 08, 2021 09:56:03
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - 7 - Upload Additional Documents.zip - Friday July 02, 2021 12:25:15

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. - Shawn Cleary, President, Tiger Corporation

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

Yes No

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2022-837754

Date Filed:
01/07/2022

Date Acknowledged:
01/25/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
BROOKSIDE EQUIPMENT SALES
RICHMOND, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
FORT BEND COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
13469
The purchase of Right-of-Way Maintenance Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)