

# Request for Legislative Action

Res. #20893  
Sponsor: Tony Miller  
Date: March 7, 2022

## Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20893
Sponsor(s):	Tony Miller	Legislature Meeting Date:	3/7/2022

## Introduction

**Action Items:** ['Authorize']

### Project/Title:

A RESOLUTION authorizing the Director of Parks + Rec to execute a Community Conservation Cost Share Program Agreement with the Missouri Department of Conservation in the amount of \$10,000, awarded to Jackson County, and awarding a contract for the furnishing of one Utility Terrain Vehicle (UTV) to Kanas Golf and Turf of Lenexa, KS, under the terms and conditions set forth in Sourcewell Contract No. 031121-ACO-1, an existing competitively bid government contract, at a cost to the County in the amount of \$15,653.12.

## Request Summary

Jackson County Parks + Rec applied for, and received, notice of award in the amount of \$10,000 under the Missouri Department of Conservation's Community Conservation Cost Share Program. The funds will be utilized to purchase a Utility Terrain Vehicle (UTV) for use in natural resource, conservation and land management and improvement projects and activities. Funding is available within the Department's approved 2022 budget, Account 1010-003-58110, for this purchase which shall be made per Section 1030.4 of Chapter 10 of the Jackson County Code

## Contact Information

<b>Department:</b>	Parks + Rec	<b>Submitted Date:</b>	2/22/2022
<b>Name:</b>	Brian P. Nowotny	<b>Email:</b>	BPNowotny@jacksongov.org
<b>Title:</b>	Deputy Director Park Operations	<b>Phone:</b>	816-503-4803

## Budget Information

Amount authorized by this legislation this fiscal year:	\$15,654		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$15,654		
Is it transferring fund?	No		
<b>Single Source Funding:</b>			
<b>Fund:</b>	<b>Department:</b>	<b>Line Item Account:</b>	<b>Amount:</b>
003 (Park Fund)	1010 (Parks - Fleet Replacement)	58110 (Heavy Machinery & Equipment)	\$15,654

## Request for Legislative Action

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:

<b>Purchasing</b>	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Fixed Price Contract
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in this RLA?	Yes

<b>Compliance</b>	
<b>Certificate of Compliance</b>	
In Compliance	
<b>Minority, Women and Veteran Owned Business Program</b>	
Goals Not Applicable for following reason: Less than \$50000	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	

<b>Fiscal Information</b>	
<ul style="list-style-type: none"> <li>There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered.</li> </ul>	

## Request for Legislative Action

### History

Brian P. Nowotny at 2/22/2022 8:54:02 AM - [Submitted | ]  
Department Director: Michele Newman at 2/22/2022 9:42:18 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 2/22/2022 11:05:15 AM - [ Returned for more information | (1) List pricing for Gravely Equipment needs to be attached;(2) Documentation that Kansas Golf & Turf is a dealer for Gravely Equipment;(3) Quote needs to list contract number on it;(4) Request Summary or Project Title needs to reference Section 1030.4 of Chapter 10 of the Jackson County Code. ]  
Submitter: Brian P. Nowotny at 2/23/2022 3:13:20 PM - [ Submitted | Additional requested information added. ]  
Department Director: Michele Newman at 2/25/2022 4:23:32 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 2/28/2022 11:41:35 AM - [ Approved | ]  
Compliance: Katie M. Bartle at 2/28/2022 11:57:14 AM - [ Approved | ]  
Finance (Budget): Mary Rasmussen at 2/28/2022 1:19:19 PM - [ Approved | ]  
Executive: Sylvia Stevenson at 2/28/2022 1:46:06 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 3/3/2022 10:00:57 AM - [ Approved | ]





Manny Cervantes  
 9900 Lackman Rd.  
 Lenexa, KS 66219  
 Ph 913-495-5527  
 Fax 913-495-5531  
 Cell 913-220-5287

TO: Jackson County Parks and Rec  
 Attn: John Johnson

<u>Terms</u>	<u>Quote Date</u> 2/22/2022
<u>Quote Effective Until</u> 30 days	

**PRICE QUOTATION**

QTY	MODEL #	DESCRIPTION	List Price	Sourcewell Price 12%
1	996206	Gravely 3200 Atlas 4x4 40HP Polaris Engine Poly Dump Bed	\$15,799.00	\$13,903.12
1	796033	Roof	\$379.95	\$334.35
1	796189	Windshield	\$519.95	\$457.55
			<b>Total</b>	<b>\$14,695.02</b>
			<b>Freight</b>	<b>\$958.10</b>
			<b>Total</b>	<b>\$15,653.12</b>

**Sourcewell Contract #  
 031121-ACO-1**



# Gravelly Atlas JSV US Price List 2022

Effective September 1, 2021 (Revised 11/22/2021)

\* denotes items that must ship via truck (LTL)



MODEL NO.	DESCRIPTION	PLATFORM	CATEGORY	†Ariens MSRP	Dealer Cost
<b>VEHICLES</b>					
996206	ATLAS JSV-3200 3 Person, 4x4, Poly Box, 40Hp 2-Cylinder 999cc SOHC Gas Engine	3200		\$ 15,799.00	\$ 13,113.17
996205	ATLAS JSV-3400 3 Person, 4x4, Poly Box, 40Hp 2-Cylinder 999cc SOHC Gas Engine	3400		\$ 17,499.00	\$ 14,524.17
996204	ATLAS JSV-3400SD 3 Person, 4x4, Steel Box, 40Hp 2-Cylinder 999cc SOHC Gas Engine	3400SD		\$ 18,299.00	\$ 15,188.17
996207	ATLAS JSV-6400 6 Person, 4x4, Poly Box, 40Hp 2-Cylinder 999cc SOHC Gas Engine	6400		\$ 20,499.00	\$ 17,014.17
<b>CAB SYSTEMS</b>					
<b>Roofs</b>					
796033	* POLY SPORT ROOF, BASE	3200, 3400, 3400SD	CAB SYSTEMS	\$ 379.95	\$ 284.96
796206	ROOF LINER, BASE	3200, 3400, 3400SD	CAB SYSTEMS	\$ 209.95	\$ 157.46
796035	* POLY SPORT ROOF, CREW	6400	CAB SYSTEMS	\$ 609.95	\$ 457.46
796207	ROOF LINER, CREW	6400	CAB SYSTEMS	\$ 259.95	\$ 194.96
<b>Windshields</b>					
796043	* FIXED GLASS WINDSHIELD	ALL	CAB SYSTEMS	\$ 829.95	\$ 622.46
796189	POLY HARD COATED WINDSHIELD	ALL	CAB SYSTEMS	\$ 519.95	\$ 389.96
796201	HALF WINDSHIELD	ALL	CAB SYSTEMS	\$ 209.95	\$ 157.46
<b>Rear Panels</b>					
796031	* GLASS REAR PANEL	ALL	CAB SYSTEMS	\$ 419.95	\$ 314.96
796030	POLY REAR PANEL	ALL	CAB SYSTEMS	\$ 369.95	\$ 277.46
<b>Doors</b>					
796208	* FRONT CRANK DOORS	ALL	CAB SYSTEMS	\$ 2,999.95	\$ 2,249.96
796209	* CREW REAR CRANK DOORS	6400	CAB SYSTEMS	\$ 2,999.95	\$ 2,249.96
796210	CANVAS FRONT DOORS	ALL	CAB SYSTEMS	\$ 949.95	\$ 712.46
796211	CANVAS REAR DOORS	6400	CAB SYSTEMS	\$ 949.95	\$ 712.46



# Gravely Atlas JSV US Price List 2022

Effective September 1, 2021 (Revised 11/22/2021)

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MODEL NO.	DESCRIPTION	PLATFORM	CATEGORY	†Ariens MSRP	Dealer Cost
<b>ATTACHMENTS</b>					
<b>MX-18 Box Rack</b>					
796080	FULL RACK STRUCTURE	3400SD	ATTACHMENTS	\$ 599.95	\$ 449.96
796081	EXTENDER BASKET (REQUIRES 796080)	3400SD	ATTACHMENTS	\$ 199.95	\$ 149.96
796082	HALF CLIP BASKET (REQUIRES 796080)	3400SD	ATTACHMENTS	\$ 149.95	\$ 112.46
796083	FULL CLIP BASKET (REQUIRES 796080)	3400SD	ATTACHMENTS	\$ 169.95	\$ 127.46
796084	LONG HANDLE TOOL CARRIER (REQUIRES 796080)	3400SD	ATTACHMENTS	\$ 99.95	\$ 74.96
796085	STRING TRIMMER CARRIER (REQUIRES 796080)	3400SD	ATTACHMENTS	\$ 89.95	\$ 67.46
796086	BACKPACK RACK (REQUIRES 796080)	3400SD	ATTACHMENTS	\$ 79.95	\$ 59.96
796087	COOLER/BUCKET CRUISER (REQUIRES 796080)	3400SD	ATTACHMENTS	\$ 59.95	\$ 44.96
<b>Snow Removal</b>					
896001	* GRAVELY 1/2 CU. SALT SPREADER	3400SD	ATTACHMENTS	\$ 3,899.00	\$ 2,924.25
796070	* 72" STEEL BLADE (REQUIRES 796227, 796223, 796222, 796220, 796221)	ALL	ATTACHMENTS	\$ 469.95	\$ 352.46
796219	* 72" POLY BLADE (REQUIRES 796227, 796223, 796222, 796220, 796221)	ALL	ATTACHMENTS	\$ 619.95	\$ 464.96
796220	HYDRAULIC ANGLE SYSTEM	ALL	ATTACHMENTS	\$ 549.95	\$ 412.46
796221	PRO CONTROL HANDLE	ALL	ATTACHMENTS	\$ 209.95	\$ 157.46
796222	HYDRAULIC LIFT SYSTEM	ALL	ATTACHMENTS	\$ 469.95	\$ 352.46
796223	PLOW MOUNT PLATE	ALL	ATTACHMENTS	\$ 159.95	\$ 119.96
796227	* PLOW FRAME	ALL	ATTACHMENTS	\$ 1,089.95	\$ 817.46
796224	PLOW MARKER	ALL	ATTACHMENTS	\$ 30.95	\$ 23.21
<b>Bed Attachments</b>					
796187	* HEADACHE RACK STEEL BOX	3400SD	ATTACHMENTS	\$ 399.95	\$ 299.96
796230	HEADACHE RACK POLY BOX	3200, 3400, 6400	ATTACHMENTS	\$ 369.95	\$ 277.46
796048	* DUAL GUN MOUNT	3200, 3400, 6400	ATTACHMENTS	\$ 299.95	\$ 224.97
796231	CHAINSAW PRESS POLY BOX	3200, 3400, 6400	ATTACHMENTS	\$ 134.95	\$ 101.21
796065	BED LINER MAT	3400SD	ATTACHMENTS	\$ 119.95	\$ 89.96
796229	ELECTRIC CARGO BOX LIFT	3200	ATTACHMENTS	\$ 799.95	\$ 599.96
<b>Other Attachments</b>					
796217	NERF BARS, BASE	3200, 3400, 3400SD	ATTACHMENTS	\$ 249.95	\$ 187.46
796218	NERF BARS CREW	6400	ATTACHMENTS	\$ 399.95	\$ 299.96



# Gravelly Atlas JSV US Price List 2022

Effective September 1, 2021 (Revised 11/22/2021)

\* denotes items that must ship via truck (LTL)



MODEL NO.	DESCRIPTION	PLATFORM	CATEGORY	†Ariens MSRP	Dealer Cost
<b>WINCH &amp; TOWING</b>					
<b>Winch</b>					
796226	PRO HD WINCH 4500LB	ALL	WINCH & TOWING	\$ 849.95	\$ 637.46
<b>Towing</b>					
796010	FRONT RECEIVER HITCH	ALL	WINCH & TOWING	\$ 125.95	\$ 94.46
<b>COMFORT &amp; ELECTRONICS</b>					
796235	POWER STEERING KIT	3200, 3400	COMFORT & ELECTRONICS	\$ 1,099.95	\$ 824.96
796236	HEATER/DEFROST KIT	ALL	COMFORT & ELECTRONICS	\$ 999.95	\$ 749.96
796203	WIPER KIT	ALL	COMFORT & ELECTRONICS	\$ 569.95	\$ 427.46
796237	SPEED CHANGE KIT (15mph - 45mph) Calibration Key For Digital Wrench	ALL	COMFORT & ELECTRONICS	\$ 309.95	\$ 232.46
796239	HORN KIT	ALL	COMFORT & ELECTRONICS	\$ 64.95	\$ 48.71
796247	GARAGE DOOR OPENER	ALL	COMFORT & ELECTRONICS	\$ 164.95	\$ 123.71
<b>LIGHTING &amp; SAFETY</b>					
796228	360 WORK LIGHT (requires PN 796233 Roof Pulse Adapter)	ALL	LIGHTING & SAFETY	\$ 239.95	\$ 179.96
796240	30" LIGHT BAR (requires 796243)	ALL	LIGHTING & SAFETY	\$ 499.95	\$ 374.96
796241	10" LIGHT BAR FLOOD (requires 796243)	ALL	LIGHTING & SAFETY	\$ 209.95	\$ 157.46
796242	2" LED LIGHT FLOOD (requires 796243)	ALL	LIGHTING & SAFETY	\$ 84.95	\$ 63.71
796232	CAB LIGHT (requires PN 796233 Roof Pulse Adapter)	ALL	LIGHTING & SAFETY	\$ 104.95	\$ 78.71
796216	REARVIEW MIRROR	ALL	LIGHTING & SAFETY	\$ 69.95	\$ 52.46
796243	LIGHT BAR HARNESS	ALL	LIGHTING & SAFETY	\$ 89.95	\$ 67.46
796244	REVERSE WARNING KIT	ALL	LIGHTING & SAFETY	\$ 54.95	\$ 41.21
796214	BEACON LIGHT KIT	ALL	LIGHTING & SAFETY	\$ 189.95	\$ 142.46
796233	ROOF PULSE ADAPTER (Crew Vehicle Requires PN796234 Crew Pulse Extension)	ALL	LIGHTING & SAFETY	\$ 129.95	\$ 97.46
796234	CREW PULSE EXTENSION (requires PN 796233 Roof Pulse Adapter)	6400	LIGHTING & SAFETY	\$ 20.95	\$ 15.71
796215	FIRE EXTINGUISHER MOUNT	ALL	LIGHTING & SAFETY	\$ 84.95	\$ 63.71

\* Item 996206 is only available until December 31,2021



**Ariens #031121-ACO**

Pricing for contract #031121-ACO offers Sourcewell participating agencies the following discounts:

- 22% Discount from list price for all Ariens and Gravely products and accessories excluding Gravely Atlas JSV
- 12% Discount from list price for Gravely Atlas JSV and accessories

**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ariens Company, 655 West Ryan Street, Brillion, WI 54110 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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 Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor 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 April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor'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.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor'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 is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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, Vendor 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.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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**

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

- Identify the applicable Sourcwell 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 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. Vendor 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.

Vendor 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 Vendor, 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 worked out directly between the Participating Entity and the Vendor. 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 (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor 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 Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

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

B. BUSINESS REVIEWS. Vendor 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, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor 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. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor 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 Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor 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 the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. 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, 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. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

## 12. GOVERNMENT DATA PRACTICES

Vendor 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 Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor'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 its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. 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, Vendor 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 Vendor 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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County 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 to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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, Vendor 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.* Vendor 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, Vendor 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, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor 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 Vendor'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 Vendor 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, Vendor 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 Contract 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 Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor 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. Vendor 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 Vendor conducts with Sourcwell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell 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 also require additional requirements based on specific funding specifications. 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 Vendor’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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.

**22. CANCELLATION**

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

Sourcewell

Ariens Company

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 4/28/2021 | 12:19 PM CDT

DocuSigned by:  
*Tyler Walimaa*  
867021FE6BE04D5...  
By: \_\_\_\_\_  
Tyler Walimaa  
Title: Government Sales Representative  
Date: 4/28/2021 | 12:32 PM CDT

Approved:

DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
Date: 4/28/2021 | 12:34 PM CDT

# RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

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## Vendor Details

Company Name: Ariens Company  
Address: 655 West Ryan Street  
Brillion, WI 54110  
Contact: Tyler Walimaa  
Email: twalimaa@ariensco.com  
Phone: 920-756-4665  
HST#: 39-0135100

## Submission Details

Created On: Tuesday January 19, 2021 07:53:15  
Submitted On: Thursday March 11, 2021 10:33:19  
Submitted By: Tyler Walimaa  
Email: twalimaa@ariensco.com  
Transaction #: d893d228-499b-46e5-9659-a9924ef972d2  
Submitter's IP Address: 208.87.237.201

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Ariens Company
2	Proposer Address:	655 West Ryan Street Brillion, WI 54110
3	Proposer website address:	www.ariensco.com
4	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):	Tyler Walimaa Government Sales Representative 655 West Ryan Street Brillion, WI 54110 twalimaa@ariensco.com 920-756-4665
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tyler Walimaa Government Sales Representative 655 West Ryan Street Brillion, WI 54110 twalimaa@ariensco.com 920-756-4665
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kim Kloes Accounts Receivable Administrator 655 West Ryan Street Brillion, WI 54110 kkloes@ariensco.com 920-756-4364  Kathi Riemer Credit Analyst 655 West Ryan Street Brillion, WI 54110 kriemer@ariensco.com 920-756-4623

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	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.	Established in 1933 in Brillion, WI, Ariens Company is a manufacturer of outdoor power equipment for both consumer and commercial maintenance use. Ariens Company is privately-owned and operated company which manufacturers products at three US facilities that comprise more than 800,000 square feet of space. Together, Ariens and Gravely brands total nearly 200 years of service in the Grounds Maintenance and Snow Removal Industry. Ariens snow removal products are built for maximum performance and long-term durability. The Ariens Sno-Thro brand is the best selling two-stage in the world. Gravely commercial mowing equipment and utility vehicles are built to withstand high-use, intensive maintenance applications. Ariens Company Vision Statement is "Passionate People, Astounded Customers." Ariens Company Core Values, We Will: Be Honest, Be Fair, Keep our Commitments, Respect the Individual and Encourage Intellectual Curiosity.
8	What are your company's expectations in the event of an award?	Continued success and growth via our Sourcewell partnership. Continue to provide quality products and value to current and new Sourcewell members.

9	<p>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.</p>	<p>Ariens Company has annual gross revenue between \$500M and \$700M with 1,400 employees. Financial strength and stability allows for growth and expansion for Ariens Company. At the end of 2018 Ariens Company completed the purchase of the former Brillion Iron Works (BIW) 140 acre property located in the city of Brillion. Ariens Company is focused on redevelopment of the property including light manufacturing, commercial and residential areas. In 2019 Ariens Company completed the renovation of one of the buildings on site, establishing a third facility located in city that is dedicated to manufacturing and order fulfillment. Also in 2019 Ariens Company invested in a new Product Verification Center (PVC), a multimillion-dollar state-of-the-art testing facility in the heart of Brillion. The PVC opened in March 2020 and is a facility where engineers can accurately recreate real-world conditions to systematically test the performance of machine components through the equivalent of their full lifecycles. The processes taking place at the PVC speed up product development, reduce warranty claims and job site stoppages due to mechanical failure. In addition, please see attached BMO Bank Letter of Reference in the document upload section of the response.</p>	*
10	<p>What is your US market share for the solutions that you are proposing?</p>	<p>There are several methods of obtaining market share, all of which are only as good as the information provided from multiple resources. All data is somewhat skewed due to the ways of reporting by multiple manufacturers, often purposely due to highly competitive nature of the OPE Market. Ariens Company continues to experience growth in market share with Ariens and Gravely brands. Ariens Company has released two new commercial zero-turn mowers for 2021: Gravely Pro-Turn 600 and Gravely Pro-Turn EV; the first all-day electric commercial zero-turn. These new additions are part of our strategic plan to continue to gain market share in zero-turn mowers. As of December 2020, US Market Share for Gravely zero-turns is 8%. The Gravely Atlas JSV (UTV) is seeing signs of growth in a very competitive market. US Market Share for the Atlas JSV is 0.5%. Ariens Company will also be releasing several new snow-removal products for the 2021/2022 Snow season including the all-new Ariens Mammoth, a four-wheeled multi-attachment unit. Again, this is part of our strategic plan to continue to gain market share in the snow categories. Ariens Single-Stage Snow Blower US Market Share is 2% and Two-Stage Snow Blower is 21%.</p>	*
11	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Gravely Zero-Turns - 4% Gravely Atlas JSV (UTV) - 0.5% Ariens Single-Stage Snow Blower - 1% Ariens Two-Stage Snow Blower - 24%</p>	*
12	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No, Ariens Company has never petitioned for bankruptcy protection.</p>	*
13	<p>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?</p>	<p>Manufacturer  b) The relationship between independent outdoor power equipment dealers and Ariens Company is respectful and rewarding. Both parties understand the importance of honesty, commitment and loyalty to achieve success. Both play a very important role as supplier and extension to end-user from dealer channel. When providing "white glove" service through contract opportunities, dealers are compensated fairly to provide service and experience to members. Agencies like that local dealers are compensated and treated fairly resulting in a positive experience beyond the manufacturer. Dealers are supported by Regional Managers, District Managers, Business Development Managers, Inside Sales Representatives and Customer Service Teams which are all full-time Ariens Company employees. District Managers and Business Development Managers frequently accompany dealer on equipment delivery for additional support.</p>	*
14	<p>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.</p>	<p>N/A</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None</p>	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2016 - 1.) Wisconsin Safety Hall of Fame (Dan Ariens) Wisconsin Council of Safety (WCS). 2.) Education & Community Partnership Award NEW Manufacturing Alliance.  2020 - 1.) Wildlife Habitat Council (WHC) Conservation Certificate.	*
17	What percentage of your sales are to the governmental sector in the past three years	2018 - 2% 2019 - 2% 2020 - 1%	*
18	What percentage of your sales are to the education sector in the past three years	2018 - 1% 2019 - 1% 2020 - 1%	*
19	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?	State Contracts: 1) Arkansas - \$0K 2) Florida - \$346K 3) Massachusetts - \$12K 4) Georgia - \$50K 5) Mississippi - \$11K 6) Kansas - \$11K 7) Louisiana - \$206K 8) Maryland - \$19K 9) North Carolina - \$32K 10) Washington/Oregon - \$5K  Cooperative Contracts: 1) Sourcwell - \$500K 2) BuyBoard - \$242K	*
20	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?	GSA Contract (GS-21F-0080V) - \$230K	*

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Fond du Lac County, WI	Jeff Bertram	920-929-3494	*
Lake County School Board, FL	Teresa Putnam	352-253-6755	*
Martin County School District, FL	Ronald Martin	772-219-1275	*

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Grand Rapids	Government	Michigan - MI	Grounds Maintenance Equipment Award	32 Commercial Zero-Turn Mowers	\$285K
Richmond County Fleet Management	Government	Georgia - GA	Grounds Maintenance Equipment Award	19 Commercial Zero-Turn Mowers	\$133K
Fox Valley Park District	Government	Illinois - IL	Grounds Maintenance Equipment Award	12 Commercial Zero-Turn Mowers	\$127K
State of Tennessee MVM	Government	Tennessee - TN	Grounds Maintenance Equipment Award	13 Commercial Zero-Turn Mowers	\$126K
City of Knoxville	Government	Tennessee - TN	Grounds Maintenance Equipment Award	9 Commercial Zero-Turn Mowers	\$93K

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
23	Sales force.	Ariens Company employs a National Sales Team of 60 direct, full-time employees consisting of 48 District Managers, 4 Regional Managers, 4 Business Development Managers and 4 Inside Sales Representatives. Each is tasked with specific roles and responsibilities to support government sales and service. All are educated in the area of governmental sales and processes including Federal, Cooperative and State Government Purchasing Contracts. Ariens Company Sales Network is responsible for the entire United States and Canada. Strategic planning and focus to educate dealers, sales management and addition of the proper government purchasing contracts has allowed Ariens Company to achieve much success over the past several years within government business channel.
24	Dealer network or other distribution methods.	All Ariens and Gravely products are supported by a national network of over 3,500 independent power equipment dealers. Ariens Company has four Distribution Centers throughout the US strategically positioned to provide equipment and parts in an efficient manner. A few years ago, Ariens Company opened a 600,000 square feet Distribution Center in Wisconsin to assist with supplying equipment and parts to the other Distribution Centers. All dealers are evaluated individually to guarantee the highest level of service to the Ariens and Gravely extended family, our customers. Dealers are educated and rewarded for promoting Governmental and Fleet Sales. Dealers embrace Ariens Company awarded contracts which in turn allows them to simplify the purchase for our customers all while still satisfying the competitive bid process.
25	Service force.	All Ariens and Gravely products are supported by a national network of over 3,500 independent power equipment dealers. These dealers are equipped with Service Teams to provide customers top-notch repair/warranty/technical services. Ariens Company hosts Service Schools each year for dealers to attend to learn more about new products and how to properly service them for the life of the machine. Ariens Company also has its own dedicated Technical and Warranty Department that answers online inquiries, e-mails, phone calls, etc from Customers and Dealers.
26	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.	Ariens Company utilizes several methods to exceed our customer's service expectations. Dealers are required to stock fast moving parts to eliminate any customer down time. Ariens Company has a dedicated toll free number with ten full-time Service Technicians to assist with troubleshooting including a live customer service portal. Dealers are incentivized on stocking GAP units to ensure zero down time. The G.A.P. Program (Gravely Assurance Program) is designed to prevent down time resulting in the loss of productivity while equipment is in the shop for repairs.

27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	As mentioned in previous responses, Ariens Company has a national dealer network of over 3,500 that are strategically positioned throughout the country to provide and service equipment for Sourcwell participating entities. Our dealers and sales force are well-versed on government purchasing contracts and have the knowledge to speak to agencies that are inquiring about Sourcwell. Over the past three and half years, our dealers and sales force have embraced Sourcwell resulting in more equipment sold and more pleased entities.	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Ariens Company has over 1,000 dealer locations in Canada that are also well-versed with Sourcwell and governmental purchasing. Smiliar to the United States, these dealer locations are stragecially positioned through Canada to provide products and service to Ariens/Gravelly customers. We have developed a good relationship with severnal contacts at RMATrade (Canadian Partner for Sourcwell) to provide our products and service to Canadian members. We look to continue to grow the relationship and grow sales in Canada with this partnership.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Ariens Company will fully service the United States and Canada.	*
30	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?	Ariens Company is committed to Sourcwell Members and will provide full service for all members.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Ariens Company has servicing dealers in Hawaii, Alaska and Puerto Rico. Pertaining to equipment, if a desired piece of equipment is not in stock by the dealer, Member is responsible for freight charges from nearest US embarkation point.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *	
32	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.	Ariens Company will develop an e-mail blast to be sent to current and prospective government, education, non-profit, etc. customers notifying them of Sourcwell Contract award. We will utilize several platforms of social media to market the contract that will be detailed in the response for Line Item #33. Company announcement of awarded contract will be sent to all dealers and sales force via dealer portal and weekly dealer bulletin. Please see example marketing materials in the document upload section of the response. This includes AASA Ad Listing, American City & County E-Blasts, Sourcwell E-Blast, Sourcwell Flyer, Sourcwell Facebook Post, Sourcwell Instagram Post. These marketing examples will continue to be used to promote the contract and increase overall sales.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Ariens Company has four full-time employees that are focused on digital marketing and awarness of Ariens Company along with our Ariens and Gravelly brands. Areas of focus include but are not limited to Facebook, Twitter, Instagram, LinkedIn, Snapchat. These social media platforms are utilized for equipment promotions, trade show awareness, government contract marketing, new product introduction, recent awards, giveaways, etc. Again, please see example marketing materials in the document upload section of the response.	*
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	In my view, Sourcwell's role in promoting contracts is to provide proper training and information to the awarded vendor in order to succeed. Provide ideas or examples of how awarded vendors have promoted contracts in the past. Passing along information of any partnerships that Sourcwell has (ex. AASA - School Superintendents Association) for vendor ad/listing opportunities. Providing marketing materials to be used at trade shows, conferences, industry events, sales team use, and at the point of sale within our dealer network locations. A Sourcwell awarded contract will be implemented by accountability as sales management is provided the proper tools to succeed with target goals in specific areas. A Sourcwell awarded contract will be an area of focus and with a team effort we will all reach our goal to success.	*
35	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.	No, not at this time. With that being said, Ariens Company has developed a dedicated team to make e-procurement a reality within the next couple years.	*



**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	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.	Upon delivery, all Sourcewell members will receive training on safety, operation and maintenance as part of Ariens Company "White Glove" service provided by dealer and/or District Manager. There is no cost to the member for this training. Success is a happy customer; a happy customer is trained confident customer. Upon request, Ariens Company has completed safety and operation training to a group, great opportunity to bring value and strengthen relationship.
37	Describe any technological advances that your proposed products or services offer.	New for 2021, the first all-day electric commercial zero-turn mower - The Pro-Turn EV. Four swappable lithium-ion batteries are utilized to power the unit resulting in minimal noise, no refueling, less maintenance and environmentally friendly. In addition, Auto-Turn technology is available on Ariens two-stage snow blowers an enables operator to turn effortlessly without adjusting speed. Kawasaki and Kohler EFI engines are available on a variety of Gravely Commercial Mowers resulting in increased torque, fuel efficiency and easier starting capabilities.
38	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.	Ariens Company support "green" initiatives plant wide by utilizing recycle bins located throughout the facility and office area. Use of energy efficient equipment and recycled supplies/materials is mandatory plant wide. Geothermal heating and cooling is utilized throughout plant restrooms, etc. Ariens Company also has announced a major conservation project on the grounds of our headquarters in Brillion, WI. We have committed to restoring and conserving 150 acres of land, as well as cultivating and managing the wide variety of native animal species that will call it home. Approximately 86 acres of this will be prairie oak savanna. The remaining 64 acres of the project will be comprised of forest and wetlands. In regards to equipment, as stated in Line Item #37, the Pro-Turn EV is being released. It is the first all-day electric commercial zero-turn mower that is powered on four swappable lithium-ion batteries. Furthermore, Ariens and Gravely products contain recycled content of rubber, plastic and steel components. All packaging consists of recycled content and returnable steel crates for large equipment.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
40	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.	Ariens Company current business classification relating to NAICS 333112 is "Small".
41	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?	Ariens Company has been a family owned business since 1933. Built upon solid core values; be honest, be fair, keep our commitments, respect the individual and encourage intellectual curiosity along with our vision statement of "Passionate People, Astounded Customers". Ariens Company employees live and breathe the core values and vision statement each and every day. Ariens Company is an American manufacturer, giving back to our youth and the future of the green industry by participating/sponsoring industry events including NALP Collegiate Competition, Earth Day, Education Workshops at GIE+EXPO, Landscape Sessions, etc. Ariens Company is unique because of the focus and effort of relationship building before and after the sale.

**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 *
42	Do your warranties cover all products, parts, and labor?	Yes.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, other than Commercial or Residential use.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No.
45	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?	No. Warranty service is provided in both the United States and Canada.
46	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?	Warranty coverage is bumper to bumper excluding the engine manufacturer. Ariens Company has a solid working relationship with engine suppliers and will assist as necessary.
47	What are your proposed exchange and return programs and policies?	No exchange or return policy. If a customer is unhappy with purchase or experiencing issues, Ariens Company will work with customer towards a fair and reasonable resolution.
48	Describe any service contract options for the items included in your proposal.	Ariens Company does not provide service contracts. Agencies are encouraged to review service contracts with their local dealer.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	2% 10, NET 30
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes. Ariens Company has partnered with several leasing and financing companies specializing in schools and government entities. The following are the companies Ariens Company has partnered with: NCL Government Capital, New Equipment Leasing, Lanco Financial, Advance Acceptance, Sheffield and TD Bank.
51	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.	All orders are submitted directly to Tyler Walimaa, Government Sales Representative, via e-mail or fax as instructions are provided on all quotes. Agencies may request specific dealer whom they would like to provide setup and delivery of the equipment verbally or on the purchase order. Dealers are aware of the strict policy relating to contract orders, no exceptions. If an order is submitted directly to dealer, they will submit to Tyler Walimaa. All received orders are assigned an account for reporting, depending on specific contract, all accounts begin with the name of the contract. Sample - Account Number 78912345 Sourcewell Minnesota - City of Minneapolis. This allows Ariens Company to determine areas of focus, sales volume, customer registrations, sales reporting, administrative fees, etc.
52	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?	Yes, Ariens Company accepts P-Cards at no cost. PPT discount is not available for P-Card purchases.

**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 *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sourcewell pricing is 22% off Suggested List Price for all Ariens and Gravely products and accessories excluding the Gravely Atlas JSV. Sourcewell pricing is 12% off Suggested List Price for Gravely Atlas JSV and accessories. Reference price lists in document upload section of response for additional information.
54	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.	Pricing in my response represents a 22% discount off Suggested List Price for all Ariens and Gravely products and accessories excluding Gravely Atlas JSV. Pricing for the Gravely Atlas JSV represents a 12% discount off Suggested List Price for Gravely Atlas JSV and accessories. Reference price lists in document upload section of response for additional information.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Gravely Atlas JSV Base unit only may receive the following volume discounts: 5-9 Base Units = additional 2% discount. 10+ Base Units = additional 4% discount.
56	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.	In the event an Open Market Item is requested and/or required, Ariens Company will share best negotiated price for the item. Open Market Items are clearly identified on the quote and invoice. Open Market Item process is very rare, as the manufacture, Ariens Company typically has access to all accessories and/or attachments.
57	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.	Ariens Snow and Gravely Lawn & Garden products incur no additional freight or set-up charges. Gravely Atlas JSV 3200, 3400 and 3400SD have a \$735.00 destination fee and the Gravely Atlas JSV 6400 has a \$835.00 destination fee. Depending on attachment and accessories, an additional installation fee may be required at a rate of \$75.00 per hour. Additional accessory fees are provided at the time of the quote.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Gravely Atlas JSV 3200, 3400, 3400SD have a \$735.00 destination fee and the Gravely Atlas JSV 6400 has a \$835.00 destination fee. All equipment is delivered "turnkey", prepped and ready for use.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight is prepaid to the nearest embarkation point for Ariens Snow and Gravely Lawn & Garden products. Upon request, Ariens Company logistics team will assist with freight proposals "door to door" at the expense of the member. Process is the same for the Gravely Atlas JSV other than the destination fee to the nearest embarkation point.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Upon request, an item may be shipped directly to agency. This process is often requested for smaller items, i.e. 18" or 21" Single-Stage Snowblower.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	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.	Every Sourcewell member is assigned an account when an order is received, account systematically assigns discount per product family, Ariens, Gravely and Atlas JSV. Three managers review order through entry process to confirm and ensure pricing, model, terms, billing address and contract info is listed on purchase order. Each contract is assigned a code which allows queries to be filtered to a specific contract and period for reporting to determine sales volume for sales strategies and proper payment of administrative fees.
63	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.)	Ariens Company proposed administrative fee is 2% of Vendor's sales under the Contract.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Ariens grounds maintenance and snow removal products such as snow blowers, power brushes and a multi-attachment stand-on snow unit. Gravely lawn & garden products such as zero-turn mowers, stand-on mowers and walk-behind mowers. Gravely Utility Vehicle products such as 3-seater and 6-seater heavy duty utility vehicles with multiple accessories and attachments.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Commercial Mid-Mount Zero-Turn, Commercial Walk-Behind Mower, Commercial Stand-On Mower, Commercial Universal Two-Wheel Tractor Walk-Behind, 3-6 Seater Utility Vehicle, Commercial Single-Stage Snow Blower, Two-Stage Snow Blower, Two-Stage Track Snow Blower, Power Brush, Stand-On Multi-Attachment Snow Unit.

**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
66	Lawn and garden equipment, tools, attachments, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ariens Company offers lawn and garden equipment, tools, attachments, and accessories. Refer to previous line item responses and price lists/product literature documents in the document upload section of the proposal for additional information.
67	Irrigation systems, equipment, parts, and related installation and maintenance services	<input type="radio"/> Yes <input checked="" type="radio"/> No	Ariens Company does not offer irrigation systems, equipment, parts, and related installation and maintenance services.
68	Beach and waterfront maintenance equipment and accessories	<input type="radio"/> Yes <input checked="" type="radio"/> No	Ariens Company does offer beach and waterfront maintenance equipment and accessories.
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ariens Company offers accessories, parts and warranty programs for the solutions described above. Maintenance and repair work is completed by our Ariens and Gravely authorized dealers.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
70	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.	If Ariens Company is awarded a Sourcewell Contract we will continue to categorize government sales by contract. A weekly sales report is sent to the Sales Team (utilizing queries to get sales numbers) that is reviewed. From that report we can track total sales from the Sourcewell Contract and break it down by region. Measuring success of the contract would include a District Manager that has had low government contract sales over the past quarter and utilizing the Sourcewell Contract to close sales and increase their total sales number for the next quarter, attaining their goal. We want to see a YOY increase in Sourcewell Contract sales across the board for our Sales Team and Dealers. Repeat business is critical to the success of the contract which is also an internal metric that is tracked. Our CRM System holds information on all current Sourcewell members that have purchased from Ariens Company via the Sourcewell Contract. We want to see a YOY increase in sales from current (repeat) government customers. Additionally, closing sales with new Sourcewell members is also tracked by sales reporting and our CRM. The Sales Team has individual goals to close sales with new government customers every year. By tracking current and new customer sales we are able to tell if Ariens Company is having success with the contract.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	All Ariens and Gravely products are supported by a national network of over 3,500 independent power equipment dealers. These dealers are equipped with Service Teams to provide customers top-notch repair/warranty/technical services. Ariens Company also has its own dedicated Technical and Warranty Department that answers online inquiries, e-mails, phone calls, etc. from Customers and Dealers. Additionally, Ariens Company developed a new plant in Brillion, WI dedicated to fulfilling parts, attachments and accessory orders. This plant is fully stocked with fast moving parts with same day shipping available. Also, all of our dealers are required to place a minimum parts order so they will be stocked when a customer needs a part ASAP allowing the customer to have minimal machine down time. Our customers have the ability to order online, over the phone through Ariens Company or visit a local Ariens/Gravely dealer to get the parts they need ASAP. The warranty for our products is one of the best in the outdoor power equipment industry. Additional details on warranty are provided in earlier line item responses and the document upload section of the proposal.
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	Ariens Company product advancements include all the new Pro-Turn EV; the first all day-electric commercial zero-turn mower. Safety is top of mind with this innovative mower. Being a battery powered machine, noise is greatly lessened which greatly helps reduce hearing damage for the operator and bystanders. Our entire Gravely Commercial Zero-Turn Mower line-up comes standard with ROPS (Rollover Protection System) to protect the operator in the event of a rollover. Longevity has always been a part of the engineering and manufacturing process for Ariens and Gravely products with heavy duty materials designed to withstand a beating day after day and year after year. This includes a cast-iron gear case on Ariens Snowblowers, 7-gauge fabricated decks with a heavy duty leading edge on commercial mowers and an all-steel dump box on the Atlas JSV. Life cycle cost measures are very evident with the Pro-Turn EV. Daily maintenance on this unit is reduced tremendously by having no oil changes, no gas fill-ups, no belts, no pulleys, etc. The ROI (Return on Investment) for this unit is great with limited spend on routine maintenance compared to other gas powered machines.

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

**Line Item 73. 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

## Proposer's Affidavit

### **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:
  - a. 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>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. 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. - Tyler Walimaa, Government Sales Representative, Ariens Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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
<b>Addendum_11_Grounds_Maintenance_Equipment_RFP_031121</b> Thu March 4 2021 06:08 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_10_Grounds_Maintenance_Equipment_RFP_031121</b> Thu February 25 2021 01:00 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_9_Grounds_Maintenance_Equipment_RFP_031121</b> Tue February 23 2021 10:33 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_Grounds_Maintenance_Equipment_RFP_031121</b> Mon February 22 2021 10:21 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests</b> Wed February 17 2021 09:01 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Grounds_Maintenance_Equipment_RFP_031121</b> Tue February 16 2021 11:03 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Grounds_Maintenance_Equipment_RFP_031121</b> Fri February 12 2021 03:14 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Grounds_Maintenance_Equipment_RFP_031121</b> Tue February 2 2021 02:12 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Grounds_Maintenance_Equipment_RFP_031121</b> Thu January 21 2021 03:47 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Grounds_Maintenance_Equipment_RFP_031121</b> Wed January 20 2021 02:02 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Grounds_Maintenance_Equipment_RFP_031121</b> Tue January 19 2021 03:36 PM	<input checked="" type="checkbox"/>	1

# KANSAS GOLF AND TURF, INC

VEHICLE      LAWN      SERVICE

9900 Lackman Rd  
Lenexa, KS US 66219

913-495-5527

Website

MESSAGE US

GET DIRECTIONS

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## ABOUT US

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### About Kansas Golf And Turf, INC

We are Kansas Golf And Turf, INC, a proud dealer of Gravely products - commercial mowers built with the durability and dependability to mow the distance. We serve the Lenexa, KS area, providing the knowledge and superior customer service lawncare professionals need to get the job done season after season.

#### SERVICE HOURS

M: 8:00am-5:00pm  
T: 8:00am-5:00pm  
W: 8:00am-5:00pm  
Th: 8:00am-5:00pm  
F: 8:00am-5:00pm

#### SHOWROOM HOURS

M: 8:00am-5:00pm  
T: 8:00am-5:00pm  
W: 8:00am-5:00pm  
Th: 8:00am-5:00pm  
F: 8:00am-5:00pm







Proposal Evaluation  
 Grounds Maintenance Equipment, Attachments, and Accessories with Related Services RFP #031121

Possible Points	Aebi Schmidt North America	Altoz, Inc	Ariens Company	Bandit Industries, Inc.	BCS America, LLC	Blue Diamond Attachments	Bonnell Industries Inc.	BUCEPHALUS BUYER, LLC	C & B Manufacturing	Clark Equipment Company	Crary Bear Cat	Deere & Company	DuCo, LLC	Embankscape Equipment LLC	Exmark Mfg. Co., Inc.	Ferri	Generac Power Systems	Green Climber of North America	GRYB USA	H. Barber & Sons, Inc.	Husqvarna Professional Products, Inc.	
Conformance to Terms/ Conditions to Include																						
Documentation	50	43	39	43	42	36	42	42	37	39	44	43	41	45	41	36	43	41	35	42	43	
Pricing	400	324	326	331	314	240	323	325	304	271	346	328	329	328	316	323	311	339	289	272	335	329
Financial, Industry and Marketplace Successes																						
Bidder's Ability to Self/ Service Contract Nationally	75	65	54	65	62	55	63	63	62	60	69	65	71	69	61	57	56	63	61	53	64	67
Value Added Attributes	100	84	66	86	78	75	83	71	83	70	88	83	87	85	74	81	65	86	72	68	73	83
Warranty Coverages and Information	50	43	28	43	37	35	40	41	38	32	43	44	43	46	40	42	36	42	38	35	43	44
Selection and Variety of Products and Services Offered	75	60	59	64	54	64	53	55	63	52	56	68	61	65	67	67	50	65	62	49	63	67
Total Points	50	44	41	43	42	37	39	38	41	34	43	43	43	46	41	38	41	40	40	40	42	42
Rank Order	1,000	814	768	839	779	677	798	787	781	696	873	815	854	840	775	826	730	841	742	686	808	849
		14	32	30	25	42	20	26	28	40	1	15	3	8.5	30.5	14	39	7	37	41	18	5

Possible Points	Hustler Turf Equipment, Inc	Kärcher Municipal North America Corp.	Kubota Tractor Corporation	Land Pride, A Division of Great Plains Mfg. Inc.	Max Distributing / BCS America	Moridge Manufacturing, Inc.	MTD Products	RhinoAg, Inc.	Scag Power Equipment	Schiller Grounds Care	Smithco, Inc	Stonebrooke Equipment, Inc.	Switch-N-Go, LLC	The Toro Company	Tobroco Machinery LLC	Trackless Vehicles Ltd.	TURFCO Manufacturing	VENTURE PRODUCTS INC.	Walker Manufacturing Company	Wiedenmann North America, LLC	Woods Equipment Company	
Conformance to Terms/ Conditions to Include																						
Documentation	50	42	42	43	43	40	41	43	39	43	39	42	42	42	42	41	42	40	41	41	41	40
Pricing	400	353	319	330	335	323	320	337	313	339	322	317	297	346	328	309	300	320	315	317	339	339
Financial, Industry and Marketplace Successes																						
Bidder's Ability to Self/ Service Contract Nationally	75	64	62	69	65	59	61	66	63	65	63	60	62	65	62	63	62	64	63	63	63	64
Value Added Attributes	100	82	79	88	86	72	77	87	82	85	75	79	71	73	86	75	79	74	79	79	76	85
Warranty Coverages and Information	50	43	41	43	42	39	38	42	42	40	42	37	37	43	42	41	42	43	42	41	42	45
Selection and Variety of Products and Services Offered	75	61	61	67	55	55	59	61	56	63	52	58	52	67	55	58	58	56	60	59	56	56
Total Points	50	43	44	39	41	43	41	44	43	43	36	43	42	40	38	39	43	44	41	40	42	43
Rank Order	1,000	853	809	847	829	758	791	840	798	836	745	796	749	734	862	775	762	796	798	786	836	836
		4	17	4	11	34	34	8.5	20	11.5	24	22.5	35	38	4	25	30.5	33	22.5	20	21	11.5

DocuSigned by:  
  
 6830543C58384D1  
 Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:  
  
 679614F597034BA  
 Bill Davison, CPPG, NIGP-CPP, Procurement Analyst

DocuSigned by:  
  
 36394C13F1E64C7...  
 Beverly Hoemberg, Procurement Analyst

DocuSigned by:  
  
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 Duff Erholtz, Procurement Analyst