

**COOPERATIVE PROCUREMENT CONTRACT BETWEEN
THE CITY OF SAN DIEGO
AND RDO EQUIPMENT CO. FOR VERMEER MANUFACTURING COMPANY DBA
VERMEER CORPORATION
TREE MAINTENANCE EQUIPMENT, ATTACHMENTS, AND ACCESSORIES**

I. RECITALS

A. San Diego Municipal Code (SDMC) section 22.3208 authorizes the City of San Diego, a municipal corporation (City), to use a cooperative procurement contract awarded by another agency where the City's Purchasing Agent certifies in writing that the cooperative procurement contract is in the City's best interests, to the City's economic advantage, and the agency's contract was awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager.

B. Sourcewell (Agency) issued a Request for Proposal (RFP) Number 031721 for Tree Maintenance Equipment, Attachments, and Accessories by posting the solicitation on the Agency's website (Sourcewell Procurement Portal), and by advertising in at least five (5) newspapers of general circulation at least ten (10) days before the bid or proposal was due.

C. On May 11, 2021, based on the results of the competitive process, Agency awarded a contract with Vermeer Manufacturing Company dba Vermeer Corporation, and executed the RFP Number 031721 for Tree Maintenance Equipment, Attachments, and Accessories Contract with Vermeer Manufacturing Company dba Vermeer Corporation, identified as RFP Number 031721-VRM, (cumulatively referred to as the "Agency Agreement"), attached as Exhibit 1; and

D. On August 20, 2024, the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.

E. RDO Equipment Co. (Contractor) has agreed to provide to City the same pricing offered to Agency for the procurement of Vermeer Manufacturing Company dba Vermeer Corporation Tree Maintenance Equipment, Attachments, and Accessories consistent with the terms and conditions in the Agency Agreement except as modified herein. The parties agree and acknowledge that no consulting services will be procured under this Contract as defined in SDMC section 22.3003.

F. As of the date of execution of this Contract, Contractor is known and understood to be an authorized dealer of Vermeer Manufacturing Company dba Vermeer Corporation and is the City's authorized dealer for the purpose of this Contract. Vermeer Manufacturing Company dba Vermeer Corporation represents that the authorized dealer for the City is Contractor, and that City must purchase the goods and services through Contractor. As allowed under the Contract Documents, which include the Agency Agreement, Contractor will provide the goods and services to be procured under this Contract. Pursuant to the Agency Agreement at Article Two Section C. Dealers, Distributors, and/or Resellers, authorized dealers are allowed. Contractor represents it is authorized to execute and sign this Contract as an authorized dealer of Vermeer

Manufacturing Company dba Vermeer Corporation for the City of San Diego. As an authorized dealer of Vermeer Manufacturing Company dba Vermeer Corporation, Contractor is authorized to utilize the Sourcewell RFP Number 031721-VRM Contract and its pricing to meet the needs of the City.

II. GENERAL PROVISIONS

In consideration of the above recitals and mutual covenants and conditions set forth in this Contract, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Contractor hereby agree to the terms and conditions as set forth in the Agency Agreement with the exception of the following modifications:

1. **Incorporation.** This Contract shall fully incorporate the Recitals which the parties agree are true and correct.
2. **Effective Date.** This Contract is effective on the last date that this Contract is signed by City and Contractor and approved by the City Attorney through May 7, 2025, with up to an additional one-year option period, which may be exercised at City's sole and absolute discretion subject to the restrictions in San Diego Charter section 99 and provided that Agency exercises its one (1) year option within its Agency Agreement. City, through the Mayor or his designee, may exercise the option by written notice to Contractor sent thirty (30) days prior to the expiration of the current term. Contractor may not decline the option to renew. The total duration of this Contract, including the exercise of any options under this section, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance.
3. **Early Termination.** Contractor must provide written notice within ten (10) calendar days of the date in which the Agency Agreement is terminated to the Contract Administrator identified in Section III, below. Such written notice must explain the basis for termination and the date upon which the termination is effective. Early termination of the Agency Agreement by Agency or Vermeer Manufacturing Company dba Vermeer Corporation, or failure by Agency to exercise an option to extend the Agency Agreement, shall not in any way affect the existence of this Contract.
4. **Compliance with Controlling Laws.** Contractor shall comply with all applicable local, state, and federal laws and regulations. In addition, Contractor shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.
5. **Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.
6. **Jurisdiction and Venue.** The venue for any suit concerning this Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

7. Modifications. The modifications described in Exhibit 2, which is attached hereto and incorporated herein by reference, shall affect only the page(s) and section(s) and terms and conditions referred to therein. All other terms and conditions of the Agency Agreement shall be in full force and effect as to City and Contractor as incorporated in this Contract.

III. CONTRACT ADMINISTRATOR

1. Contract Administrator. The Department of General Services, Fleet Operations Division (Department) is the Contract Administrator for this Contract. Contractor shall provide the Goods and Services under the direction of a designated representative of the Department as follows:

Fleet Operations Division
Attention: Donny Nguyen
2740 Caminito Chollas
San Diego, CA 92101
(619) 527-7594
DQNguyen@sandiego.gov

2. Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice shall be effective on the date of personal delivery or five (5) days after deposit in the United States postal mailbox. Notices shall be sent to:

Purchasing and Contracting Department
Attn: Oscar Garcia
1200 3rd Avenue – Suite 200
San Diego, CA 92101
olgarcia@sandiego.gov
(619) 236-6037

IV. COMPENSATION

1. City shall pay Contractor for the goods or services provided in accordance with this Contract in an amount not to exceed \$2,000,000. Contractor is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this Contract is amended in writing duly executed by City and Contractor increasing this not-to-exceed amount.

2. Annual Appropriation of Funds. Contractor acknowledges that the contract term may extend over multiple City fiscal years and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

V. CONTRACT

1. Contract Documents. This Contract consists of this Contract and its Exhibits; the Sourcewell's Solicitation Number 031721; the Vermeer Manufacturing Company dba Vermeer Corporation's Response to Solicitation, including all Specifications and the Proposer's Affidavit and Assurance of Compliance; and the Agency Agreement (all of which include current pricing information and any pricing sheets, and any properly executed written amendment(s) to the Agency Agreement), which are attached as Exhibits hereto and incorporated by reference (collectively, "Contract Documents"). Pursuant to Article 4 "PRODUCT AND PRICING CHANGE REQUESTS" of the Agency Agreement, a fully executed Sourcewell Price and Product Change Request Form will be an amendment to the Agency Agreement and be incorporated by reference into the Agency Agreement; when this occurs, the Contract between City and Contractor must be amended in writing by and through their authorized officers to incorporate the fully executed Sourcewell Price and Product Change Request Form into the Contract between City and Contractor. These documents together contain all the terms and conditions of the Contract between City and Contractor.

2. Contract Interpretation. The Contract Documents completely describe the goods and/or services to be provided. Contractor shall provide any goods or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a different definition has been provided in the Contract Documents.

3. Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, City and Contractor will use the order of precedence as set forth below. The document in highest order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st This Contract
- 2nd Agency Contract and any properly executed written amendment(s) to the Agency Contract
- 3rd Vermeer Manufacturing Company dba Vermeer Corporation's Response to Solicitation, including all Specifications and the Proposer's Affidavit and Assurance of Compliance
- 4th Agency's Solicitation and any Addenda

4. Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties executed the same page.

5. Public Agencies. Other public agencies as defined by California Government Code section 6500 may choose to use the terms of this Contract, subject to Contractor's acceptance. City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another public agency.

VI. CITY'S ADDITIONAL TERMS

1. **Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Contract by reference.
2. **ADA Certification.** Contractor shall comply with the City's Americans with Disabilities Act Compliance/City Contracts requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference.
3. **Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between Contractor and any subcontractors or suppliers shall contain this language.
4. **Compliance with the City's Equal Employment Opportunity Outreach Program (EOCP):** Contractor shall comply with the City's EOCP requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a prime Contractor liable for any discriminatory practice of its subcontractors.
5. **Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against Contractor up to and including contract termination, debarment, and other sanctions.
6. **Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate and to provide a copy to the City before any contract is executed.
7. **Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

8. Noise Abatement. Contractor shall not operate, conduct, or construct within City's jurisdictional limits in violation of the City's Noise Abatement Ordinance codified in SDMC sections 59.5.0101 through 59.5.0301.

9. Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment and other sanctions.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers. Contractor agrees to comply with and be bound by the terms of this Contract as an authorized dealer of Vermeer Manufacturing Company dba Vermeer Corporation.

RDO EQUIPMENT CO.

THE CITY OF SAN DIEGO

By: Kelly Maes
RDO Equipment Co., an authorized dealer
of Vermeer Manufacturing Company dba
Vermeer Corporation

By: C. Abarca

Name: Kelly Maes

Name: Claudia C. Abarca

Title: Reg. Sales Mgr.

Title: Director, Purchasing & Contracting
Department

Date: 9/11/2024

Date: October 16, 2024

Approved as to form this 17th day of
October, 2024.

MARA W. ELLIOTT, City Attorney

By: Markecia Simmons
Deputy City Attorney

Print Name: Markecia Simmons

EXHIBIT 1: AGENCY AGREEMENT

**Solicitation Number: RFP #031721****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vermeer Manufacturing Company dba Vermeer Corporation, 1210 Vermeer Road East, Pella, IA 50219 (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 Tree Maintenance Equipment, Attachments, and Accessories 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 May 7, 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 0.75% 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 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 Sourcewell 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 Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell 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 Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may 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

Vermeer Manufacturing Company dba
Vermeer Corporation

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Chad Tousey
04052E97E152483...

By: _____

By: _____

Jeremy Schwartz

Chad Tousey

Title: Chief Procurement Officer

Title: Corporate Accounts Manager

5/10/2021 | 7:52 PM CDT

5/11/2021 | 6:31 AM PDT

Date: _____

Date: _____

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...

By: _____

Chad Coquette

Title: Executive Director/CEO

5/11/2021 | 8:36 AM CDT

Date: _____

RFP 031721 - Tree Maintenance Equipment, Attachments, and Accessories

Vendor Details

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

Submission Details

Created On: Friday February 19, 2021 13:29:53
Submitted On: Wednesday March 17, 2021 13:29:36
Submitted By: Chad Tousey
Email: ctousey@vermeer.com
Transaction #: 6d5985b8-3f2c-4e6b-a826-6870a780d097
Submitter's IP Address: 75.162.12.76

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):	Vermeer Manufacturing Company (dba Vermeer Corporation) Tax ID: 42-0663191 Phone: (641) 628-3141 Email: salesinfo@vermeer.com
2	Proposer Address:	1210 Vermeer Road East, Pella, IA 50219 U.S.A.
3	Proposer website address:	www.vermeer.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):	Chad Tousey Corporate Accounts Manager ctousey@vermeer.com 641-629-6903
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Tousey Corporate Accounts Manager ctousey@vermeer.com 641-629-6903
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Samantha Van Wyk Corporate Accounts Specialist samanthavanwyk@vermeer.com 641-621-7548

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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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.	<p>Since its inception in 1948, Vermeer Corporation has grown from a one-person Iowa operation, to an international organization that manufactures agricultural, construction, environmental, and industrial equipment. Vermeer Corporation has been in the industry since it was founded in Pella, Iowa, in 1948. Gary Vermeer once said, "Find a need. Fill that need with a product built to last. And simply build the best!" This is a guiding principle for Vermeer. Stemming from this philosophy, Vermeer provides its customers with equipment through a dedicated independent, authorized dealer network offering sales, support, service, and parts. Vermeer is committed to its vision of "Equipped To Do More"</p> <p>In the early years and shortly thereafter, Vermeer developed many "firsts" including the world's first large round hay baler, tree spade, and stump cutter. Now more than 6 decades later, Vermeer Corporation is still developing new products and is an industry market leader in brush chippers, tub and horizontal grinding equipment, composting equipment, trommel screens, trenchers, directional drills and mini skid steers. As a leading trencher equipment manufacturer, Vermeer trenching equipment has been utilized on road construction and mining projects, within the equipment rental industry, and various other job applications.</p> <p>Vermeer corporate offices and manufacturing facilities are in Pella, Iowa, U.S.A., and have 194 dealerships located worldwide. This includes 127 dealerships covering all the United States and 16 dealerships that cover all of Canada. The Vermeer philosophy strongly reflects the Company's character, which encompasses the solid foundation built from decisions made in the past and planning for the organization's present and future. Vermeer's 4P philosophy, Principles, People, Products and Profit, is at the forefront of Vermeer. These principles steer the hub for Vermeer. Now, Vermeer is recognized within our industry as the company that "sets" the standards for quality and customer support.</p>								
8	What are your company's expectations in the event of an award?	<p>In the event the Sourcwell evaluation team determines that Vermeer is a company that can provide great value to its members and because we believe Sourcwell has its own unique attributes, we would like to continue our efforts in promoting the overall program. This would include continuing our efforts to design, enhance and build quality products that offers the most value over the life cycle of any given product. We plan to enhance our efforts to promote the Sourcwell program, which we feel also provides great value to any existing or potential member. Vermeer would put a strong focus on training; utilizing Sourcwell's assets (web training, promotional literature, and contract administrators) and our assets (internal training links, education of sales representatives on the street, and attending trade shows promoting the Sourcwell Contract). The use of periodicals, mass mailings, newsletters and web presence will also be utilized.</p>								
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See document: Company Information and Financial Strength								
10	What is your US market share for the solutions that you are proposing?	<table border="0"> <tr> <td>Brush Chippers -</td> <td>Greater Than 50%</td> </tr> <tr> <td>Stump Cutters -</td> <td>Greater Than 50%</td> </tr> <tr> <td>Compact Utility Loaders-</td> <td>Greater than 15%</td> </tr> <tr> <td>Trenchers -</td> <td>Greater than 10%</td> </tr> </table>	Brush Chippers -	Greater Than 50%	Stump Cutters -	Greater Than 50%	Compact Utility Loaders-	Greater than 15%	Trenchers -	Greater than 10%
Brush Chippers -	Greater Than 50%									
Stump Cutters -	Greater Than 50%									
Compact Utility Loaders-	Greater than 15%									
Trenchers -	Greater than 10%									
11	What is your Canadian market share for the solutions that you are proposing?	<table border="0"> <tr> <td>Brush Chippers -</td> <td>Greater Than 50%</td> </tr> <tr> <td>Stump Cutters -</td> <td>Greater Than 50%</td> </tr> <tr> <td>Compact Utility Loaders-</td> <td>Greater than 15%</td> </tr> <tr> <td>Trenchers -</td> <td>Greater than 10%</td> </tr> </table>	Brush Chippers -	Greater Than 50%	Stump Cutters -	Greater Than 50%	Compact Utility Loaders-	Greater than 15%	Trenchers -	Greater than 10%
Brush Chippers -	Greater Than 50%									
Stump Cutters -	Greater Than 50%									
Compact Utility Loaders-	Greater than 15%									
Trenchers -	Greater than 10%									
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No								

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.</p> <p>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?</p> <p>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>Vermeer Corporation is a manufacturer with production facilities in Pella, Iowa, and wholly owned manufacturing subsidiaries in Freeman, SD, Greenville, SC and Okahumpka, FL. Vermeer products are sold, distributed, and supported by an independent, dedicated and authorized dealer network, a true extension of Vermeer's ideals and sales efforts.</p> <p>Vermeer's dealers are dedicated to Vermeer and Vermeer's full Product Line. This contrasts with most dealerships in our industry which represent multiple products from multiple manufacturers. Having "dedicated" dealerships provides greater benefits to the end users and to the members of Sourcewell. Each Dealer has multiple field sales personnel and technicians that specialize in this complicated machinery industry. Each dealer provides complete parts and service capabilities for all Vermeer equipment they sell. Each Dealership maintains an inventory of various units that are ready for delivery allowing for shorter delivery times. This is extremely beneficial when immediate needs arise, such as storm cleanup.</p> <p>The sales and service specialists are trained by Vermeer annually and network with each other, so all operate as one group, providing consistent value to our customers and Sourcewell members.</p> <p>The entire Vermeer dealership network has a limited number of independent principle owners and works directly with Vermeer Corporation. Vermeer Corporation and Vermeer dealers work together with professionalism and shared values.</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>Vermeer holds a certificate of existence to do business in the state of Iowa, along with a certificate of insurance. See the following document:</p> <p>Company Information and Financial Strength</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	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>January 1, 2014 – present (March 2021)</p> <p>Best Place to Work in Marion County (2014, 2015, 2016, 2017)</p> <p>Named Best Place to Work (250+ employees) and Best Supporter of Community Projects (250+ employees) in the Best of Red Rock Awards (2018, 2019, 2020)</p> <p>401(k) Plansponsor of the Year Finalist by Plansponsor Magazine (2017)</p> <p>Plansponsor Magazine's Best in Class 401(k) plans</p> <p>Plansponsor of the Year Award from ABG (2019)</p> <p>2nd place in the Special Projects Category of Pension and Investments Eddy Awards (2021)</p> <p>North American Equipment Dealer Association's Dealer Choice Award (2013, 2014, 2015, 2016)</p> <p>Equipment Dealer's Association Dealer Choice Award (2019, 2020)</p> <p>Des Moines Register's Top 100 Workplaces in Iowa (2014, 2015)</p> <p>Business of the Year Award by Habitat for Humanity</p> <p>Private Board of the Year Award for serving the business, team members and community with best practices in structure and performance (2019)</p> <p>Chair Emeritus Bob Vermeer inducted into the Association of Equipment Manufacturers Hall of Fame (2016)</p> <p>Founder Gary Vermeer inducted into the Association of Equipment Manufacturers Hall of Fame (1996)</p> <p>Founder Gary Vermeer induction into Power and Communication Contractors Association (PCCA) Hall of Fame (2015)</p> <p>Chair Emeritus Mary Andringa inducted into the Association of Equipment Manufacturers Hall of Fame (2019)</p> <p>Chair Emeritus Mary Andringa was inducted into the Power and Communication Contractors Association (PCCA) Hall of Fame (2019)</p> <p>Chair Emeritus Mary Andringa was Iowa Business Record's Women of Influence honoree (2020)</p> <p>Chair Emeritus Mary Andringa receives the National Association of Women Business Owners Iowa Legacy Award and inducted into NAWBO Hall of Fame</p> <p>Chair Emeritus Mary Andringa commissioned as Honorary Iowa Colonel of the Militia for contribution to community service</p> <p>Third-Generation Shareholder Mindi Vanden Bosch receives the Red Rock Area Top</p>

		<p>10 Young Professionals Award</p> <p>Vermeer Corporation awarded 2021 Trade & Industry Magazine's CiCi (Corporate Investment/Corporate Impact) Award in the Community Impact category for work following 2018 tornado</p> <p>Habitat for Humanity Service Above Self Award to Kevin Glesener</p> <p>2017 Trenchless Technology Person of the Year to Jim Rankin</p> <p>STEP Awards to Mary Andringa, Wanti Muchtar, Alicia Kuhlman and Eileen Eick</p> <p>Red Rock Area Top 10 Under 40 Awards to Liz Sporrer (2018), Dan Huitink (2019) and Seth Williams (2020)</p> <p>National Certified Welding Inspector (CWI) of the Year Award received by Jeff Redding at FABTECH Metal Manufacturing Conference (2019)</p> <p>Vermeer security team members along with local first responders were honored with the American Heart Association's HeartSaver Hero Award for saving the life of Product Specialist II Kyle Newendorp (2020)</p> <p>Todd Atchison and Seth Howard awarded Patriot Award by the Iowa Employer Support of the Guard and Reserve (ESGR)</p> <p>Two Bronze Telly Awards in the Branded Content: Promotional category and one Silver Telly Award in the Non-Broadcast: Corporate Image category (2019)</p> <p>Public Relations Society of America (PRSA) Award of Excellence in Crisis Communications category (2019)</p> <p>Ames Economic Impact Award by Ames Economic Development Commission</p> <p>Vermeer invited to National Governors' Association Showcase</p> <p>Association of Equipment Manufacturers Pillar of Industry Award (2015, 2016)</p> <p>Vermeer FT100 receives 2015 Contractors' Top 50 New Products from Equipment Today</p> <p>STEM Culture of Excellence Award</p> <p>Vermeer inducted into International Mining Technology Hall of Fame</p> <p>Vermeer MC Series Mower Conditioner receives 2015 FinOvation Award from Farm Industry News</p> <p>Vermeer Freeman receives the Meritorious Achievement Award for better-than-industry-average incident rates</p> <p>Vermeer MV Solutions – South Carolina received Workplace Safety Award from McGriff Insurance Services for excellent 2019 safety performance</p> <p>BC1000XL receives top new products in 2014 by Arbor Age</p> <p>Legends of Manufacturing Award from the Iowa Association of Business and Industry</p> <p>Association of Equipment Manufacturers Pillar of Industry Award</p> <p>Association of Equipment Manufacturers I Make America Legacy Award</p> <p>Vermeer ZR5 self-propelled round baler on the top 10 stories list for Agriculture.com</p> <p>Named Manufacturing Technology Company of the Year at the Technology Association of Iowa (TAI) Awards (2019)</p> <p>Manufacturing Leadership Award winner in Operational Excellence Leadership for our work with digital instructions (DI) and the role it played in quickly recovering after the tornado (2019)</p> <p>Awarded the Pella Area Community & Economic Alliance (PACE) Impact award (2019)</p>	
17	What percentage of your sales are to the governmental sector in the past three years	<p>2018: 4.1% of total sales are to the government sector</p> <p>2019: 4.4% of total sales are to the government sector</p> <p>2020: 4.3% of total sales are to the government sector</p>	*
18	What percentage of your sales are to the education sector in the past three years	<p>2018: 0.09% of total sales are to education sector</p> <p>2019: 0.08% of total sales are to education sector</p> <p>2020: 0.09% of total sales are to education sector</p>	*
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?	<p>Vermeer Corporation holds contract STS515 with the State of Ohio that includes a select group of equipment.</p> <p>2018: \$918,473</p> <p>2019: \$983,552</p> <p>2020: \$720,263</p> <p>Vermeer holds contract GSS13673-GRND_MAINT with the State of Delaware. The State of Delaware adopted Vermeer Corporation's Sourcwell contract #062117-VRM</p> <p>2018: \$121,124</p> <p>2019: \$0</p> <p>2020: \$0</p>	*

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?	None	*
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Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

Line Item 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	Government	California - CA	Brush Chippers Trommel Screens, Vacuums and Stump Cutters	\$118,000	\$1,885,000	*
City	Government	Georgia - GA	Brush Chippers	\$180,000	\$600,000	*
City	Government	Iowa - IA	Brush Chippers, Vacuums and Horizontal Grinder	\$246,000	\$1,229,000	*
City	Government	South Dakota - SD	Horizontal Grinder and Transport	\$453,000	\$905,000	*
Sanitation	Government	California - CA	Horizontal Grinders	\$673,000	\$1,344,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	Factory product specialists and our dealership network consists over 500 sales reps. Vermeer and its dealers can sell and support our products across the globe. This entire group focuses on Vermeer products such as those included in this RFP and overall customer support.	*
24	Dealer network or other distribution methods.	Vermeer has 127 dealership locations in the United States and 16 dealership locations in Canada, each with numerous sales people. With this dealership group, we can sell and support Vermeer's entire product line and our customers throughout all North America and Hawaii. Vermeer has an additional 74 offices and dealerships outside of North America that enables us to sell and support our products throughout the rest of the world. The entire group in North America focuses their efforts on Vermeer products such as those included in this RFP and overall customer support. Between Vermeer Corporation and the Vermeer dealership network we have a sales force of over 450 individuals in the United States. See Document: Ability to Sell and Deliver Service	*

25	Service force.	Vermeer Corporation has approximately 75 service technicians and product specialists that work directly with customers and with our dealership network. Between this group of individuals and our dealership network of 566 in the United States, and just under 50 in Canada, we can service and support our products across the globe. This entire group focuses their efforts on Vermeer products and related services such as those included in this RFP. Additionally, each of these dealerships has multiple equipped service trucks that allow us to provide support and service for our products and customers in the field or at the customer's facilities.	*
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.	<p>All Vermeer personnel are trained, in their respective roles, so they can offer the best services and ultimately, the most value to our customers. Customers often tell us our exceptional service and on-going support is one thing that differentiates us in the industries we serve. Vermeer construction equipment parts have stood the test of time on work sites throughout the world. Serious contractors choose Vermeer tooling and accessories for good reason: Using quality Vermeer tooling helps increase production, job completion and efficiencies. From compact utility loader and brush chipper parts to construction equipment parts, Vermeer parts are backed by a proven distribution and service network. Vermeer is committed to building reliable equipment and backing it with an exclusive, worldwide network of knowledgeable service personnel. Vermeer dealer service technicians can participate in Vermeer University training programs — an industry leading, field-proven educational training program</p> <ul style="list-style-type: none"> • Any Sourcewell member or customer can contact any Vermeer dealership for warranty, service or support. • Typically, a service representative is available at the point of contact to discuss a service concern or issue. • Response times to begin service work can vary depending on seasons and daily work load, but often service work itself can be done within hours or shortly thereafter. • Vermeer equipment parts are readily available to meet your service needs. To benefit our customers, each of our dealerships has a wide array of parts in stock around North America and the world. • Vermeer equipment parts and accessories are precision engineered and manufactured to exacting tolerances to provide rugged, longer-lasting service in the field. • Since 1948, our product support service teams have provided a level of experience and expertise that goes far beyond product knowledge, sales training and financing programs. • Vermeer is the only tree-equipment manufacturer that backs its products with an exclusive worldwide dealer organization. • Vermeer service technicians are a group of dedicated experts who believe in lasting relationships and take the time to understand your working conditions and stand ready to provide service, parts or equipment maintenance on your job site, your facilities or at our dealerships. • Vermeer is recognized as having one of the industry's best response time and overall product support. 	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Vermeer is honored to be a currently-awarded Sourcewell vendor. In the event of an award through this RFP, Vermeer will continue to eagerly place priority on serving, and selling our quality tree maintenance products to, the Sourcewell membership.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vermeer has a very robust dealer presence throughout Canada. Through our dealers, Vermeer is capable and willing to provide products to all Sourcewell participating entities in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Vermeer is capable of serving all geographic areas of the United States and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	With 127 store locations owned by 18 independent dealers throughout the United States, Vermeer Manufacturing Company's Industrial Distribution Network is well equipped to support all Sourcewell needs. Each store location includes either immediate parts inventory accessibility or the ability to order parts on short lead-times. In addition, the service technicians located at each location can access Vermeer's vast service library to help ensure equipment issues are addressed in an efficient manner.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	With store locations in both Anchorage, Alaska and Waipahu, Hawaii (just outside Honolulu), Vermeer Manufacturing Company is ready to serve the needs of customers working in these locations. Additionally, a store is in San Juan, Puerto Rico and the remainder of the Caribbean US Territories are easily supported via our Vermeer Industrial Dealer in Boynton Beach, Florida. The island of Guam is served via our Industrial Dealer that headquarters in Singapore but regularly does business on the island.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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.	<p>Vermeer's priority for marketing this contract will be to enable and empower our dealer sales force, our "feet on the street", through education and awareness. Our dealers will be the primary source to build customers' awareness of this Sourcewell contract and procurement method. We have very intentional training and support efforts in place to continually improve our dealers' understanding, embracement, and success of our Sourcewell contracts.</p> <p>Digital marketing is also a priority for Vermeer. Since 2016, Vermeer has proudly included a section within our website dedicated to describing the benefits of (NJPA) Sourcewell, cooperative purchasing and promoting Vermeer's inclusion in the Sourcewell family of awarded vendors. We reference resources directly from Sourcewell to support this content, including the "The Sourcewell Advantage" video to quickly describe the benefits and to build awareness and comfort for the viewers.</p> <p>In developing the page content for Vermeer.com, we utilized strategic keywords based on common terminology around the cooperative buying process. By including this in our page copy, it will help to capture the audience searching for cooperative buying solutions on equipment buying and drive that search traffic to this page.</p> <p>https://www.vermeer.com/NA/en/N/support/cooperative_buying</p> <p>In addition to the dedicated page currently on Vermeer.com for Sourcewell information, Vermeer will be adding information on each specific product page for applicable models to direct customers back to the Sourcewell page on Vermeer.com. This will increase awareness of not only Sourcewell, but let customers know during their research phase that the model can be purchased through a Sourcewell contract.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>As mentioned above, we have a significant Sourcewell presence on Vermeer.com and will continually monitor our effectiveness in driving traffic to our pages through search engine optimization. We are continually increasing our search engine marketing efforts, and will begin adding more Sourcewell and public sector cooperative purchasing terms into our ad sets moving forward to further increase awareness. In addition, we will also use our primary social channels (Vermeer Tree Care Facebook page with over 46,000 followers TreeViews.com blog) to further drive awareness of our Sourcewell contract.</p> <p>We will continue to share customer's stories highlighting those customers that have utilized Sourcewell contracts to purchase their Vermeer equipment. We are also actively working on better aligning with our sales team to be alerted of products purchased through the Sourcewell contract so we can look for more opportunities to share more stories throughout the year. Within our blogs, we can tag these customer stories with Sourcewell terminology to make it easier to search for and raise awareness; then link to these stories to our informational page on Vermeer.com enhance credibility.</p> <p>As an example, Vermeer featured a customer story on our blog and shared to our Facebook page about the purchase of a horizontal grinder using a formerly NJPA, now Sourcewell contract. This post reached over 12,000 people, received over 130 likes and was shared 17 times. As we continue to hear of customers who take advantage of the Sourcewell opportunity with Vermeer, we will continue to endorse those stories on our social channels and utilize them as testimonials to the value of purchasing Vermeer equipment through Sourcewell.</p>

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We view Sourcewell as the industry leader within the Cooperative Purchasing industry, which is the role we desire Sourcewell to maintain. We look to Sourcewell to continue to build awareness and acceptance among public procurement professionals, and we appreciate the tradeshow presence that Sourcewell has been committed to providing. We also look to Sourcewell to keep the vendor community informed on pending legislation, as well as any legal challenges relating to cooperative purchasing across US and Canada.</p> <p>The information provided on sourcewell-mn.gov is a helpful resource for both members and vendors, and to promote our contract and display current information on a Vermeer landing page.</p> <p>The contract administrator and contract administration specialist roles at Sourcewell are invaluable to the vendor from the Contract Launch and VBM to the report requests and weekly membership updates. We look to the contract administrator for assistance when we need government-to-government conversations, additional training whether it be a GTKU event or a vendor training event, in addition to all the support provided through trade shows and overall passion for Sourcewell. Vermeer will do its part through utilizing these great people resources and building upon existing relationships. We will promote the services that they provide to our dealership network. We will utilize the Sourcewell marketing materials at applicable trade shows.</p> <p>At Vermeer, our Sourcewell contracts are placed as our main go-to-market strategy in the public sector. We have integrated Sourcewell into our company culture, and continue to invest in training and support resources available to and for our dealers. Along with a dedicated internal governmental department, Vermeer recently added GST - Government Solutions Team, LLC to our support resources. GST specializes in providing factory sponsored, focused efforts to increase dealers' confidence and competency related to Sourcewell, and travels out in territories to encourage and mentor sales people and governmental fleet customers about Sourcewell. GST helps our dealers overcome customers' objections to using Sourcewell as a buying method. Our investment in GST is another example of Vermeer's commitment to doing all we can to make our Sourcewell contracts successful.</p>
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.	<p>Vermeer is currently considering the feasibility of implementing an E-procurement and E-marketplace system.</p>

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.	<p>Vermeer provides product training for operation and maintenance on our entire product line. The training is standard and is included with each new product delivered. Local dealers will conduct overview sessions or one-on-one reviews with operators. New product introductions and training programs are performed on a regular basis, for both existing and prospective customers. Offering localized ongoing training and support is another benefit of having long term dedicated dealers and specialists throughout the United States.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Vermeer is considered to be the innovator within the industry creating newer, more efficient products.</p> <p>We are continuously developing environmental and economic features in our products. Each product has its own features and benefits.</p> <p>Life cycle costs and safety are the key drivers used during the engineering and enhancement of all our products.</p> <p>Vermeer has designed many safety features into our products and makes them standard, not optional, features in all our products.</p> <p>The Vermeer website provides extensive product information and can be cross referenced by equipment type, i.e. construction or environmental and by industry (gas, electric, etc). This provides the members with information that is specific to their application and helps make the purchasing decision more efficient.</p> <p>A local Vermeer dealer can be located using the 'Dealer Locator' feature on the website.</p>
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.	<p>Vermeer has developed and implemented an Environmental Management System (EMS) that has been recognized by the U.S. EPA, the IDNR, and the Governor's office as an industry model for environmental excellence.</p> <p>Key elements of our Environmental Management System include:</p> <ul style="list-style-type: none"> • Corporate Vision – Following the "Stewardship Principle" of our "4-P Philosophy" we are committed to being good stewards of our resources by being "Resource Smart." Our desire is more than just being compliant; it's going above and beyond compliance to ensure that our activities and products have a positive impact on the global environment we

- all share. That's not only in our company efforts but also what our company is developing as a part of our products.
- Energy Reduction – Vermeer has committed to reduce our energy footprint by 25% by 2025 by partnering with the US Department of Energy's Better Plants Program.
 - o A 870kW solar field was installed and in operation in 2016 which will provide approximately 5% of Vermeer's total electrical usage
 - o Lighting technology has been upgraded in several locations to energy efficient LEDs as well as motion sensors and variable lighting depending on the time of day and natural light.
 - o Resource Conservation is achieved in three ways...Reduction...Reuse...and... Recycling. Multiple resource conservation initiatives have been implemented both internally and externally to positively impact each of these conservation mechanisms.
 - o In 2020, 76% of our waste was recycled.
 - o About 3000 pounds of organic waste is composted every month.
 - o Since a 2006 baseline year, Vermeer has reduced water usage by 40 percent.
 - Pollution Prevention – Vermeer has implemented multiple layers of pollution prevention mechanisms across our campus to minimize risk of environmental pollution from our operations. Recent additions include:
 - o Our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions.
 - o All shot blasting of parts and machines is done in an enclosed area and controlled with pollution control equipment.
 - Vermeer utilizes LEAN manufacturing principles and promotes Kaizen training and events to reduce waste and build efficiencies in the manufacturing process.
 - Community Outreach – is the very essence of what environmental stewardship is about. Examples of Vermeer's Community outreach efforts include:
 - o Annual waste collection days during Earth Day for the local community
 - o Environmental education grants
 - o Environmental Educational Tours and Programs (Teachers / Students / Community)
 - o Support volunteerism for disaster clean-up and recovery efforts
 - o Environmental Internships
 - o Partnerships with colleges for technical educational programs that benefit the environment
 - Product Innovation – Vermeer is driven to support our customers, local communities, and global nations, with exciting new products that enable them to be successful in the current and newly emerging recycling and resource conservation markets such as:
 - o Bio-waste conversion to energy and ethanol
 - o Geothermal applications
 - o Wind energy
 - o Water quality
 - o Waste processing and composting
 - Vermeer products are currently being used to install and maintain emerging alternative energy sources which reduce our reliance on fossil fuel power. The Vermeer line of organic recycling equipment – including brush chippers, whole tree chippers, horizontal and tub grinders, and compost turners – process organic waste quickly and efficiently, so that it can be turned into useful end product, and our utility installation products help bring energy sources to the grid.
 - o Brush chippers, whole tree chippers and horizontal and tub grinders are being used to process wood waste into biomass for power generation facilities.
 - o From soil amendment to erosion control, compost is utilized in a variety of applications and plays an important role in today's world. Vermeer compost turners introduce oxygen into the compost pile, helping speed the decomposition process.
 - o Horizontal directional drills are being used to help install loops for residential geothermal heat pump systems, while trenchers and directional drills are helping to bring wind energy from the farm to the grid. For the installation of commercial solar fields, Vermeer offers a solution in the PD10 pile driver for fast, easy installation of solar panels.
 - Innovations in Vermeer products help reduce environmental impact, with features such as Ecolde™ engine control system on select brush chippers that monitors engine inactivity to help reduce fuel consumption and noise.
 - Vermeer is puts environmental stewardship into the design and manufacturing of its products. Some recycled steel is being used in our products, and we're exploring ways to integrate more recycled plastics and rubber components. We've also made a conscious effort to begin incorporating engine hoods and shields made from recycled ABS plastic into some of our product designs. In addition, our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions.
 - Future Goals – Our continued efforts to minimize waste and conserve natural resources

		<p>will ensure our operations remain environmentally sustainable. The focus will be:</p> <ul style="list-style-type: none"> o Continue to focus on energy improvements to meet or exceed our 25% goal for reduction in electrical usage o Complete a water usage analysis and set new goals for reductions and reuse o Develop a longer-term sustainability process by reviewing and selecting a sustainability partner or tool to help plan and drive our next steps.
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.	Not Applicable
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.	<p>Vermeer has a small business partner who is certified HUBZone, certified Service-Disabled Veteran Owned Small Business (SDVOSB). With this program, agencies can purchase equipment for their underground/specialty excavation needs within the small business set-aside parameters. This program will incorporate a third party and any fees associated with that third party.</p> <p>Mary Andringa, daughter of Vermeer's founder Gary Vermeer has been involved in the business since 1982. Mary has served in many leadership roles including CEO and currently Chair of the Board. Mary has been a passionate ambassador for manufacturing, continuous improvement and global trade. One of 18 private sector members of President Obama's Export Council, representing manufacturing on important trade matters. Served two-year term as chair of the National Association of Manufacturers (NAM), the nation's largest manufacturing association, leading efforts to promote a stronger manufacturing industry. Past member of the Export-Import Bank Advisory Committee. Inducted into Industry Week's Manufacturing Hall of Fame.</p>

<p>41</p>	<p>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?</p>	<p>Brush Chippers</p> <p>Bottom feed stop bar is strategically located to make it possible for the operator's leg to strike the bar and shut off the feed mechanism either intentionally or automatically in an emergency situation.</p> <p>SmartFeed feed-sensing control enhances productivity by optimizing efficient hardwood processing</p> <p>Ecolde™ engine control system is adjustable, saves fuel and reduces noise by automatically reducing engine speed after one or five minutes of inactivity.</p> <p>Direct electronic pressure regulator that allows for greater control of fuel delivery, fuel economy and optimum combustion.</p> <p>Stump Cutters</p> <p>Vermeer exclusive AutoSweep® system, tree stumps are simply swept away, one pass after another. The proprietary Vermeer cutter systems are both designed to provide faster, easier serviceability, as well as extended tooth life.</p> <p>Control handle for the boom swing and boom raise/lower is equipped with operator presence capacitance-sensing handle. This system is intended to help protect the operator.</p> <p>Exclusive SmartSweep™ control system monitors engine load and provides continuous feedback, resulting in a smooth and consistent cutter wheel sweep rate</p> <p>Compact Utility Loaders</p> <p>Universal mounting plate for quick hookup</p> <p>Industry-leading safety features help protect the operator</p> <p>Strategic alliances with key attachments manufacturers</p> <p>3-year/3000-hour limited warranty on the loader arms.</p> <p>Compact Articulated Loaders</p> <p>Features a telescopic boom allowing customers great reach on the jobsite.</p> <p>Multi-tool attachment plate, the compact articulated loaders are able to complete diverse jobs such as snow removal, tree care work, landscaping projects and other various applications.</p> <p>Multifunction joystick utilizes electric-over-hydraulic toggles for ease of access to machine functions like the telescopic boom, auxiliary hydraulic controls and the DBS</p>
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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?	All materials and labor are covered as described in manufacturer Warranty Statements. See document: Warranty
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Standard Warranty is subject to one full year or 1,000 hours, whichever comes first as described in Manufacturer Warranty Statements. Extended warranties for parts and/or labor are available for a variety of terms and hours.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The Standard warranty repair or replacement must be made at the dealer location as described in manufacturer Warranty Statements. Extended warranties and preventative maintenance programs are available that would include some travel time.
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?	We have the facilities and technicians available to perform warranty throughout the entire United States and Canada. Sourcewell entities will be provided service/warranty repair in our dealer's shops or on the job site when applicable.
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?	Warranties will be passed on to the original equipment manufacturer.
47	What are your proposed exchange and return programs and policies?	Vermeer routinely accepts trade-ins for new equipment. The value for a specific piece can be discussed with a member and their local Vermeer representative. With the warranty we provide combined with a member's ability to try and/or see a piece of equipment operate in their local area, the need for simply returning or exchanging a product is not generally applicable to the type of equipment we deliver.
48	Describe any service contract options for the items included in your proposal.	Service contracts are available for purchase. It is marketed as Confidence Plus® with standard, base, and premium coverage options. See document: Warranty

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Payment Terms are 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?	A variety of leasing programs are available. This includes standard leases as well as leases with different purchase options at the end of the term. Purchase Options using predetermined or fair market values can be used to tailor monthly payments to a member's budget. Rates and terms can vary and be tailored to the members needs and based on their application.
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.	<p>Because Vermeer relies on its network of authorized independent dealers to work closely with Sourcewell members to execute the terms of this Agreement, Vermeer wishes to clarify that it may assign to those dealers certain of Vermeer's obligations under this Agreement and/or engage those dealers as subcontractors to fulfill the same.</p> <p>Vermeer acknowledges and agrees that it will remain fully responsible for the performance of its authorized dealers with respect to all obligations assigned or subcontracted hereunder."</p> <p>Vermeer Corporation will utilize a Business-to-Government order process and funds flow.</p> <p>The Process Flow for Sourcewell orders will be structured to minimize the impact for both the sales team and our customers as indicated below:</p> <p>Customer contacts the local dealer or factory for Sourcewell for a contract purchase</p> <p>Determine if local agency is Sourcewell member If member – proceed</p> <p>If not a current member – assist agency with online membership application</p> <p>Dealer determines product specifications and supplies quote</p> <p>Pricing – percentage discount from catalog pricing</p> <p>Develop quote with: Machine pricing Freight – based on zoned freight matrix Quote presented to local agency Accepted – proceed to order process Denied – Dealer does not proceed, seeks possible assistance; Vermeer Corporate & Sourcewell Dealer will use machine from current inventory or places an order and delivers when available</p>
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?	If the P-card is associated with one of the major charge card issuers, then the P-card can be used for parts and service at multiple dealerships.

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 *
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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.	<p>Vermeer is offering percentage discounts from our stated list prices. For the equipment in the Tree Maintenance Equipment RFP, the discounts are up to 14%. This includes 14% discount on Brush Chippers, Stump Cutters and Mini-Skid Steers. Compact Articulated Loaders have a 2% discount. There is a pricing template for each model that incorporates the appropriate and stated discount for each unit and options for each model. The pricing templates utilize model numbers and sales codes rather than SKU numbers.</p> <p>Each pricing template includes a line item for freight. A Freight Matrix is included with our pricing files. The Freight Matrix is broken out by Zone and Machine for each Vermeer product. The Freight Matrix shows the maximum amount that can be charged to a Sourcewell member. In most cases the location allows the freight to be much lower than is listed on the matrix. In order to determine total price, the Vermeer dealer will utilize the discounted list price on the pricing template and the freight matrix. By supplying both product price and freight as part of the "contract price", the member will be able to have full assurance of contracted pricing eliminating all the potential "gray area" for the Purchasing Officer</p> <p>This is the same system that has been used, and refined, for the past ten years. To date, feedback from our contract administrator, the use of these templates works well for Sourcewell and their members. We will continue to work with Sourcewell to refine this method if needed.</p> <p>See document: Pricing and Delivery</p>
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.	<p>For equipment related to this RFP, discount is up to 14%. It is important to note that Vermeer utilizes one pricing system which is not inflated. Vermeer does not have a separate list price which includes higher prices for government entities or for discounting purposes. We have used the same process for establishing list prices for many decades.</p>
55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Our dealership network have the authority to consider volume discounts, member loyalty and may offer additional discounts at their discretion. Please contact the appropriate Vermeer Dealer or the Vermeer Corporate Accounts Department to discuss.</p>
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.	<p>Sourced goods will be provided through the Vermeer dealership with the following pricing maximums: Cost Plus up to 18% trailers Cost Plus up to 35% all other items</p>
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.	<p>Equipment Parts-Vermeer Corporation at 1210 Vermeer Road East in Pella, Iowa is the sole source manufacturer of Vermeer Genuine Parts. The Vermeer dealership network is the sole source distributor for genuine Vermeer parts that are recommended for use on all equipment. The pricing should not exceed the suggested list price. There are some specific local and state taxes that might be included in the acquisition price from the dealer. A few examples are the following:</p> <p>RDO Pacific in Oregon has a state privilege tax of 0.5% on all towable equipment</p> <p>RDO Vermeer Pacific in California, which is part of the Vermeer dealership network includes the following additional charges:</p> <p>CARB registration fee for any unit with a 50 hp engine and over. CARB is California Air Resources Board. This is government mandated. The dealership begins the registration process as soon as they can because the machine must sit until the registration process is complete or there is risk of being issued a citation.</p> <p>Tire tax of \$1.75 per tire. This is required for anything with tires.</p> <p>Registration fee for units that must be licensed and plated. This is done as a courtesy to the customer. If a customer prefers to take responsibility for this on their own, then the dealer does not charge a registration fee.</p>

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.	We have provided a freight matrix which includes any applicable freight costs. We included a maximum freight rate to provide the Sourcewell member with a check point and a not to exceed amount. The total price for each piece of equipment is determined by using the discounted model price in conjunction with the zone-based freight matrix. Delivery is included in this total price for each unit	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have Vermeer dealerships covering Alaska, Hawaii, Canada, as well as throughout the globe. The Vermeer dealer works with Vermeer Corporation's logistics team to ship the product from the manufacturing plant to their location. The dealer then preps and delivers the equipment to the customer.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Due to the nature of our product and business model, Vermeer is set up to distribute and deliver through the Vermeer dealership network. The service, longevity, and expertise of this dealership network along with the relationship with Vermeer Corporation is what makes it a unique distribution channel. Having a zoned freight matrix is something Vermeer does specific for Sourcewell.	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
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.	Each dealer receives funding from Vermeer Corporation for products sold and delivered to Sourcewell members. To receive this funding the dealer must submit paperwork to the Vermeer Corporate Accounts Department, stating the Sourcewell program was utilized and who the purchasing member is. This paperwork along with submitted equipment registration is used as an accounting tool and in our audit process. Vermeer Corporation supplies marketing materials and schedules training sessions, allowing Vermeer to educate the Vermeer Dealers in the proper use and promotion of the Sourcewell program
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.)	Vermeer Corporation is proposing a 0.75% administrative fee to be paid to Sourcewell when reporting monthly equipment sales. Vermeer Corporation assumes this fee and will not ask dealers or members to pay any additional costs.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Brush Chippers</p> <p>Built to withstand the daily grind, Vermeer brush chippers are engineered with exclusive features that promote easy operation, high efficiency and operator safety. These brush chippers are for crews looking to capitalize the process of clearing wood debris and logs or limbs with small to medium diameters.</p> <p>The SmartFeed feed-sensing control enhances productivity by optimizing efficient hardwood processing. The Ecolde™ engine control system is adjustable, saves fuel and reduces noise by automatically reducing engine speed after one or five minutes of inactivity.</p> <p>Each is engineered with exclusive features that promote easy operation, high efficiency and operator safety. They are also easy to maintain and transport, making them a great value for municipalities, parks, recreation areas and other government</p>

entities who need to get rid of slash and other wood waste.

Proposed Brush Chipper Models:

AX19
 BC700XL
 BC900XL
 BC1000XL-49hp
 BC1000XL-74hp
 BC1000XL-89hp
 BC1200XL
 BC1500
 BC1800XL
 BC2100XL

Stump Cutters

Since Vermeer invented the stump grinder in the 1950s, stump removal is no longer the back-breaking, time-consuming chore it used to be. With a combination of power, ranging from 25-74 hp (18.6-55.2 kW), agility and toughness, Vermeer stump cutters are ready to take on almost any tree stump.

With the Vermeer exclusive AutoSweep® system, tree stumps are simply swept away, one pass after another. The proprietary Vermeer cutter systems are both designed to provide faster, easier serviceability, as well as extended tooth life. Plus, specific stump grinder models have tracks and provide low ground bearing pressure, which helps reduce the possibility of turf damage.

Proposed Stump Cutter Models:

SC30tx
 SC70tx
 SC292
 SC362
 SC382
 SC552
 SC802
 SC852

Compact Utility Loaders

Vermeer mini skid steers (or compact utility loaders) fit into small spaces and are lightweight. With a wide variety of attachments available – and a universal mounting plate for quick hookup – these mini skid steers are ready to tackle your jobsite tasks.

The Vermeer mini skid steer lineup has an operating capacity range from 500 lb - 1600 lb (226.8 kg - 725.7 kg), and several industry-leading safety features help protect the operator. These highly productive mini skid steers maneuver easily around tough worksites and reduce workloads in the process.

Proposed Compact Utility Loader Models:

CTX50
 CTX100
 CTX160
 S450tx
 S925tx
 MSSA-Compact Utility Loader Attachments

Compact Articulated Loaders

The Vermeer compact articulated loaders (ATX) are designed to meet the need for a highly maneuverable, versatile machine while having an added benefit of low turf disturbance. These ATX machines also feature a telescopic boom allowing customers great reach on the jobsite. With the multi-tool attachment plate, the compact articulated loaders are able to complete diverse jobs such as snow removal, tree care work, landscaping projects and other various applications.

Proposed Compact Articulated Loader Models:

ATX530
 ATX720
 ATX850
 Compact Articulated Loader Attachments

65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are no subcategories under Brush Chippers, Stump Cutters, Compact Utility Loaders and Compact Articulated Loaders.	*
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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	Purpose-built tree cutting, trimming and removal equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Designed with professional landscapers and tree care contractors in mind, Vermeer mini skid steers (or compact utility loaders) fit into small spaces and are lightweight.	*
67	Stump cutters and grinders	<input checked="" type="radio"/> Yes <input type="radio"/> No	With a combination of power, ranging from 25-74 hp (18.6-55.2 kW), agility and toughness, Vermeer stump cutters are ready to take on almost any tree stump.	*
68	Purpose-built portable tree and brush incineration equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Vermeer does not supply incineration equipment, but brush chippers turn logs and limbs into wood chips	*
69	Brush and limb chippers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Built to withstand the daily grind, Vermeer brush chippers are engineered with exclusive features that promote easy operation, high efficiency and operator safety. These brush chippers are for arborists, contractors and tree care crews looking to capitalize the process of clearing wood debris and logs or limbs with small to medium diameters.	
70	Arborist equipment, apparel and supplies	<input type="radio"/> Yes <input checked="" type="radio"/> No	The contract does not include arborist equipment, apparel and supplies, but these can be acquired through our dealership locations	*
71	Vehicle and equipment attachments designed for tree maintenance	<input checked="" type="radio"/> Yes <input type="radio"/> No	With a wide variety of attachments available – and a universal mounting plate for quick hookup – Vermeer mini skid steers are ready to tackle your jobsite tasks.	
72	Tree Maintenance Equipment supplies and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	A wide variety of mini skid steer attachments are available along with sourced goods that are compatible with these machines	
73	Tree maintenance equipment related services	<input type="radio"/> Yes <input checked="" type="radio"/> No	Vermeer offers the tree maintenance equipment, but not related services to complete the work. Vermeer does know of contractors that can provide equipment related services when needed.	

Table 15: Industry Specific Questions

Line Item	Question	Response *
74	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Vermeer has a ten-year history of sales through NJPA and Sourcewell contracts. Each year, we like to see incremental growth with overall sales and sales per dealership location. As we assess the needs and training opportunities with each dealership, we focus our efforts not only on the high-volume locations, but also other dealerships that may have less volume, but opportunity for growth with Sourcewell purchases. We try to share best practices among the dealerships to drive success for all sales reps.
75	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	All products in our proposal can be maintained/repaired at our local dealership service centers or on the job site when applicable. Our dealership service centers stock a large range of inventory parts along with our factory part center that is able to ship parts overnight when needed.
76	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	<p>The top three differentiators for Vermeer are Cost of Ownership, Safety & Green Initiatives, and the Dealership Network.</p> <p>Cost of Ownership is determined by initial and long term quality and strength of a product, actual cost to operate and maintain a piece of equipment and the related safety built into a piece of equipment. We design our products with Gary Vermeer's original motto which is to "Find a need. Fill that need with a product built to last, and simply build the best!" Building the best includes overall reliability and cost of operation. Building equipment with the lowest life cycle costs is different, and ultimately not as economical, from building the cheapest initially. Our engineers design equipment to be the most reliable, cost efficient and safest equipment a member can own. In the industries we serve, Vermeer is known for providing this strong reliable equipment. We are also known for providing industry leading support over the life of a piece of equipment. This is done through our unusual dedicated dealership network. Building Safety into all our products, not only provides more safety for the individuals working with our equipment, it again plays a key role in the overall cost of ownership.</p> <p>Safety & Green plays a large role in our company. Green is used not only to reduce waste and build efficiencies in our manufacturing process; it also is designed into our equipment as much as possible. Examples include Eco-idle on our brush chipper products, remote controls to efficiently run our grinders and other products, cooling features (hydraulic and engine systems) used in a variety of products and the products themselves can all be used to reduce waste and build efficiencies. The safety enhancements of Vermeer Products have "set the standards" within our industry.</p> <p>Our dedicated dealership network is very unusual in the industries we serve. Most dealers in our industry represent many different products and manufacturers and can change often. Vermeer dealers are dedicated to Vermeer products. This dedicated service and support provides our customers and Sourcewell members with personnel and technicians that are well trained and focused on supporting them and work daily in their respective areas. This allows them to be close to actual Sourcewell Members and fully understand the conditions they are working on daily. Having a nationwide distribution network; facilitating local spending by the agencies, in lieu of sending purchases out of the state, help make Vermeer/Sourcewell a positive solution.</p>

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

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

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

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. - Chad Tousey, Corporate Accounts Manager, Vermeer Corporation

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Tree_Maintenance_Equipment_RFP_031721 Tue March 9 2021 09:32 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Tree_Maintenance_Equipment_RFP_031721 Mon February 22 2021 02:14 PM	<input checked="" type="checkbox"/>	1

EXHIBIT 2: MODIFICATIONS TO THE AGENCY AGREEMENT

1. References. All references to “Sourcewell” in the Agency Agreement shall mean and be understood to be “City of San Diego”. All references to “Vendor” or “Supplier” in the Agency Agreement shall mean and be understood to be “Vermeer Manufacturing Company dba Vermeer Corporation.” and “RDO Equipment Co.” All references to “Authorized Dealer(s),” “Authorized Distributor(s),” or “Authorized Reseller(s)” in the Agency Agreement shall mean and be understood to be “RDO Equipment Co.”

2. Invoice Detail. Contractor’s invoice must be on Contractor’s stationary with Contractor’s name, address, and remittance address if different. Contractor’s invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due. Invoices must be emailed to:

Email: IOB-Fleet-AcctsPayable PWAcctsPayable@sandiego.gov

3. Delivery and Inspection. As described in the Contract Documents.

4. Warranty. As described in the Contract Documents.

5. Insurance. As described in the Contract Documents.

6. Indemnification; and Liability. As described in the Contract Documents.

7. Purchases under this Contract must comply with all applicable laws and regulations, including the City’s Transparent and Responsible Use of Surveillance Technology Ordinance requirements set forth in SDMC section 210.0101 et. seq.

8. The remaining portions of the Agency Agreement shall remain in full force and effect.

EXHIBIT 3: PRICING PAGE(S)

Vermeer #031721-VRM

Pricing for contract #031721-VRM offers Sourcewell participating agencies the following discounts:

- Up to a 14% discount off list price
- In addition to the discount off MSRP, Vermeer's dealership network has the authority to consider volume discounts, member loyalty, and additional discounts at their discretion. Please contact the appropriate Vermeer Dealer or the Vermeer Corporate Accounts Department to discuss.