

**COOPERATIVE PROCUREMENT CONTRACT 6000046-26-R  
BETWEEN THE CITY OF SAN DIEGO  
AND CLAIREMONT EQUIPMENT (ALSO KNOWN AS ZAGAMI, INC.) FOR FINN  
CORPORATION ROAD RIGHT-OF-WAY MAINTENANCE EQUIPMENT**

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**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) 070821 for Road Right-of-Way Maintenance Equipment on May 18, 2021 as described in the following publications and websites: (i) USA Today, (ii) in South Carolina's The State, (iii) in The Oklahoman, (iv) on the Sourcewell website ([www.sourcewell-mn.gov](http://www.sourcewell-mn.gov)), (v) on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>), (vi) Biddingo, (vii) Merx, (viii) The New York State Contract Reporter ([www.nyscr.ny.gov](http://www.nyscr.ny.gov)), and (ix) PublicPurchase.com. The RFP was also posted on May 19, 2021 in Oregon's Daily Journal of Commerce. All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal on July 8, 2021, at 4:34:00 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on July 8, 2021, the date and time specified in the Solicitation Schedule. Therefore, RFP #070821 was advertised in the named print publication(s) and website(s) for more than ten (10) days prior to the Contract closing date in compliance with SDMC 22.3208 and the City's Administrative Regulation 35.11.

C. On August 10, 2021, based on the results of the competitive process, Agency awarded a contract with Finn Corporation and executed the Road Right of Way Equipment Contract with Contractor, identified as RFP No. 070821, cumulatively referred to as the "Agency Agreement", attached as Exhibit 1.

D. On December 5, 2025, the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.

E. Clairemont Equipment, also known as Zagami, Inc., (Contractor) has agreed to provide to City the same pricing offered to Agency for the procurement of Finn Corporation, Road Right-of-Way Maintenance Equipment 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. Finn Corporation represents and acknowledges that Clairemont Equipment is the sole source provider of Finn products for parts, sales, and service, for the Southern California Region.

G. City wishes to purchase from Contractor (EQUIPMENT) as set forth in the Agency Agreement and Contractor Quotation attached hereto.

H. As of the date of execution of this Contract, Contractor is known and understood to be an authorized dealer of Finn Corporation and the City's authorized dealer for the purpose of this Contract. Finn 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, Distributers, and/or Resellers, authorized dealers are allowed. Contractor represents it is authorized to execute and sign this Contract as an authorized dealer of Finn Corporation for the City. As an authorized dealer of Finn Corporations, Contractor is authorized to utilize the Sourcewell RFP Number 070821 Contract and it's 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 August 09, 2026, with no additional option periods.
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 Contractor, 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 Environmental Services (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Edward Baskin, Recycling Specialist III  
9601 Ridgehaven Court, Suite 320, MS 1103B  
San Diego, CA 92123  
858-492-5058  
EBaskin@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  
Attention: Rene Lelevier  
1200 3<sup>rd</sup> Avenue-Suite 200  
San Diego, CA 92101  
RLelevier@sandiego.gov  
619-236-5923

### **IV. COMPENSATION**

1. City shall pay Contractor for the goods or services provided in accordance with this Contract in an amount not to exceed \$850,000. 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 Solicitation No. 070821 for Road Right-of-Way Maintenance Equipment, the Finn Corporation Response to Solicitation, and Contract No. 070821-FINN for Road Right-of-Way Maintenance Equipment between Contractor and Agency, which are attached as Exhibits hereto and incorporated by reference (collectively, "Contract Documents"). 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:

- |                 |  |
|-----------------|--|
| 1 <sup>st</sup> | This Contract  |
| 2 <sup>nd</sup> | Agency Contract and any properly executed written amendment(s) |
| 3 <sup>rd</sup> | Finn Corporation's Response to Solicitation                    |
| 4 <sup>th</sup> | 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.

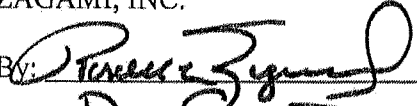
8. Noise Abatement. Contractor shall not operate, conduct, or construct within City's jurisdictional limits in violation the City's Noise Abatement Ordinance codified in SDMC sections 59.5.0101 through 59.5.0301.

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.

10. Any other applicable City mandated clauses or general terms and conditions.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CLAIREMONT EQUIPMENT aka  
ZAGAMI, INC.


By: 

Name: Ronald C. Zagami

Title: President

Date: 4-13-26

THE CITY OF SAN DIEGO

By: 

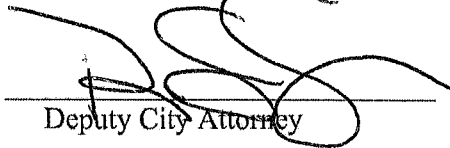
Name: Claudia C. Abarca

Title: Director, Purchasing & Contracting

Date: April 21, 2026

Approved as to form this 28 day of  
April, 2026.

HEATHER FERBERT, City Attorney

By: 

Deputy City Attorney

Print Name: R. Scott Sokol

**EXHIBIT 1: AGENCY AGREEMENT**

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and FINN Corporation, 9281 LeSaint Drive, Fairfield, OH 45014 (Supplier).

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

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

**1. TERM OF CONTRACT**

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

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

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

### **3. PRICING**

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to 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**

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and

- Business reviews to Sourcewell and Participating Entities, if applicable.

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

### **11. INDEMNITY AND HOLD HARMLESS**

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

### **12. GOVERNMENT DATA PRACTICES**

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

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

#### **A. INTELLECTUAL PROPERTY**

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

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

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

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

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

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

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

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

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

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

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcewell

FINN Corporation

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 8/6/2021 | 7:29 AM CDT

DocuSigned by:  
*Todd Thornicroft*  
By: 748E6A619008446...  
Todd Thornicroft  
Title: Director of Sales and Marketing  
Date: 8/10/2021 | 10:03 AM CDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 8/10/2021 | 10:05 AM CDT

# RFP 070821 - Road Right-of-Way Maintenance Equipment

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## Vendor Details

Company Name: Finn Corporation  
9281 LeSaint Dr  
Address: Fairfield, OH 45014  
Contact: Todd Thornicroft  
Email: tthornicroft@finncorp.com  
Phone: 513-642-0142  
HST#: 31-0281850

## Submission Details

Created On: Wednesday June 16, 2021 10:52:54  
Submitted On: Thursday July 08, 2021 10:42:16  
Submitted By: Todd Thornicroft  
Email: tthornicroft@finncorp.com  
Transaction #: d045855c-d766-4469-8419-4708568df1f0  
Submitter's IP Address: 216.196.183.98

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	FINN Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Proposer Physical Address:	9281 LeSaint Drive Fairfield, OH 45014
5	Proposer website address (or addresses):	www.finncorp.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Todd Thornicroft Director of Sales and Marketing FINN Corporation 9281 LeSaint Drive Fairfield, OH 45014 Email: tthornicroft@finncorp.com PH: 513-642-0142
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Todd Thornicroft Director of Sales and Marketing FINN Corporation 9281 LeSaint Drive Fairfield, OH 45014 Email: tthornicroft@finncorp.com PH: 513-642-0142
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Donley Marketing Communications Manager FINN Corporation 9281 LeSaint Drive Fairfield, OH 45014 Email: mdonley@finncorp.com PH: 513-642-0136  Chris Casteel Director of Customer Service FINN Corporation 9281 LeSaint Drive Fairfield, OH 45014 Email: ccasteel@finncorp.com 513-642-2233  Josh Bruno Product and Technical Support Manager FINN Corporation 9281 LeSaint Drive Fairfield, OH 45014 Email: jbruno@finncorp.com PH: 513-682-8932

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

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	FINN Corporation provides innovative solutions for ground and soil management to the landscape and erosion control industries. We pride ourselves on manufacturing products that give our customers the ability to work more profitably by completing more jobs for less cost. Innovation, productivity, and efficiency are the design foundations of FINN equipment. We began in 1935 with the invention of the Straw Blower by Charles Finn, for blowing straw over bare soil, specifically for seed protection. Today, we offer three models of Straw Blowers that range from 4 tons of straw and hour to over 20 tons an hour. Following the Straw Blower, in 1953 Charles Finn invented the HydroSeeder to efficiently shoot seed, fertilizers, and other soil amendments over broad areas. Today, we offer the widest range of HydroSeeder sizes in the industry and have sold more than 25,000 units. With fifteen models ranging from the T30 at 335 gallons to the HT400 at 3,975 gallons, we have the right size machine to fit any landscape/grounds maintenance or erosion control needs. Also, 25 years ago FINN developed and began manufacturing the Material Blower product line. These small to mid-size Material Blowers pneumatically apply mulches, soil blends, compost, and wood chips. They are often used to spread bark or mulch for flower and garden beds, tree rings, "fill-in-place" sediment control filter sock, and the application of erosion control blankets. Most recently, Finn has added a line of Ground Preparation Attachments to its equipment offering. Soil bed preparation is key to successful re-vegetation, and this new line of tractor, skid-steer, and mini-skid steer attachments are the ideal tools for preparing the ground before seeding.
10	What are your company's expectations in the event of an award?	FINN Corporation looks forward to continuing to work with Sourcewell members to provide them with the best in class products and services. Our goal is to continue to nurture these relationships that we have made with Sourcewell members and provide long-term business opportunities.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	FINN Corporation will provide financial data to support our financial strength. The company has been in business for 86 years and has the financial stability to support future business operations.
12	What is your US market share for the solutions that you are proposing?	We estimate that our HydroSeeder market share for the US is 70%, based on EDA data and other industry markers. FINN remains the only manufacturer of the small to mid-size Material Blowers, and represents 100% of the market share. We maintain a 75% market share in Straw Blowers. Our Ground Preparation Attachments have only been out in the market for 12 months, so it is too early for us to give a market share estimate.
13	What is your Canadian market share for the solutions that you are proposing?	We estimate that our HydroSeeder market share in Canada is 80%, based on EDA data and other industry markers. FINN remains the only manufacturer of the small to mid-size Material Blowers, and represents 100% of the market share. The straw blowing market in Canada is much smaller than the US, and we maintain a 70% market share in this category. Our Ground Preparation Attachments have only been out in the market for 12 months, so it is too early for us to give a market share estimate.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer with a dealer network. We currently have 28 separate dealers throughout the United States and Canada. Currently, this provides our customers with 137 sales and service locations. To support our dealer network, we have our own FINN Regional Sales Managers, Inside Sales Coordinators, and Customer Service Representatives. These people are employed by FINN and work in teams with their assigned dealers to ensure the best FINN support- both before and after the sale of the equipment. In order to cultivate our positive, beneficial manufacturer/dealer relationship, we hold an annual dealer conference with approximately 120 people in attendance, and offer in-person and virtual trainings throughout the year. We also offer technical service trainings both on-site, and at our manufacturing facility. Our dealers are not employed by FINN.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	No licenses or certifications are required. FINN dealers will provide the training necessary to properly operate our equipment when it is sold to Sourcewell members.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	FINN Corporation has not faced any "Suspension or Disbarment" issues during the past 10 years.

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

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	We have not received any awards within the past 5 years, but have been long-term members and financial supporters of the following: International Erosion Control Association (IECA), American Rental Association (ARA), International Association of Hydroseeding Professionals (IAHP), and the Professional Grounds Management Society (PGMS).
19	What percentage of your sales are to the governmental sector in the past three years	Three percent of our sales are to the government sector and are made through our dealer network.
20	What percentage of your sales are to the education sector in the past three years	0
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	FINN Corporation does not hold any additional cooperative purchasing contracts. Our dealer network handles all local, county, and state purchasing contracts.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not currently have any GSA contracts. We are SAM/CAGE registered for parts sales. We provided the Marine Corps with equipment over 10 years ago. Contract valued at \$2 million.

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Saginaw County Road Commission	Dan Medina	(989) 399-3773
City of Holdrege	Kim Parson	(308) 991-4855
Southeastern Public Service Authority	Henry Strickland	(757) 374-4548

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

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
N/A	Government	Michigan - MI	3,000 gallon hydroseeder purchased for landfill solutions	\$140,690	\$140,690
N/A	Government	New Jersey - NJ	6 cu. Yard Material Blower purchased for landscaping county properties	\$100,253	\$100,253
N/A	Government	Washington - WA	5 cu. Yard Material Blower purchased for landscaping city properties	\$87,052	\$87,052
N/A	Government	Nebraska - NE	1,200 gallon hydroseeder purchased for landfill solutions	\$77,895	\$77,895
N/A	Government	Ohio - OH	5 cu. Yard Material Blower purchased for landscaping campus properties	\$75,490	\$75,490

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

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

Line Item	Question	Response *
25	Sales force.	FINN is structured with a Director of Sales and Marketing, Marketing Communications Manager, Product and Technical Support Manager, 5 Regional Sales Managers, an Inside Sales Coordinator, Sales Support Manager, and 4 Customer Service Representatives, who are each assigned to a group of dealers to assist in their sales, marketing, and aftermarket support. In addition, we have a complete support staff including a warranty administrator, engineering team with certified engineers, logistics manager, plus IT and accounting professionals. These are all direct FINN employees.
26	Dealer network or other distribution methods.	The FINN Director of Sales and Marketing is responsible for ensuring that there is sufficient and effective coverage to service our customers throughout North America. Our network currently has 28 separately owned dealerships in North America that encompass a total of 137 sales and service locations. Attached you will find a table with our dealer network, locations, approximate number of employees, and years in business.
27	Service force.	Our dealers have 137 sales and service locations throughout North America. We estimate the number of dealer and direct personnel providing sales and service support is 350+ individuals in North America. Also, FINN has five Field Service Technicians that travel anywhere in North America, to provide service support and training to our dealers and customers. The five Field Service Technicians are employees of FINN Corporation.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	FINN Corporation has a full-time customer service team that operates out of our corporate/manufacturing facility and supports all dealer order entry, parts order entry, and technical service support. Dealers receive support to manage the sales, parts, and service operations in their exclusive territories. Dealers stock both parts and equipment, and FINN supports them with on-hand inventory.
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	With 25 dealers and 134 sales and service locations conveniently located throughout the United States, we are capable and willing to meet the needs of any Sourcewell members in the United States.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We currently have three equipment dealers located in Canada, that provide sales, service, and stock equipment and parts, and are willing and able to meet the needs of any Sourcewell members in Canada.
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We do not have a dealer or other sales/service presence in Hawaii. However, we do ship parts and equipment to Hawaii. We offer technical assistance, ongoing training, and warranty administration through video conferencing and email..
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We know of no Sourcewell member sectors that we could not serve
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.

**Table 7: Marketing Plan**

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We will continue to promote and educate our dealers on the benefits our contract, and increase awareness of the importance of the Sourcewell contract and what it means to our businesses. We will continue to meet with sales personnel and dealer partners to explain all aspects of the Sourcewell program and how it affects dealer business relationships. Also, we will continue to recognize outstanding dealer performance with Sourcewell, and continue our Government Dealer of the Year Award that is presented at our annual meeting with over 120 people in attendance. At the annual meeting, as well as virtually through webinars throughout the year, we will continue to train and create awareness on the benefits of the contract to all dealer personnel. We will continue to promote our contract through our typical advertising media including our recently re-designed corporate website that includes a page detailing our Sourcewell contract, company literature, special mailers, and trade shows, where both FINN Corporation and dealers have Sourcewell Awarded Contract flags to prominently display. We also will continue to promote through our Search Engine Optimization/Search Engine Marketing online program. A representative sample of current and past marketing materials is included.
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We maintain a strong online presence, with an aggressive social media program. We publish three times per week on average and have been able to significantly grow our Social Media interactions. We currently have over 2,300 followers on LinkedIn, nearly 1,700 followers on Facebook, over 1,000 on Instagram, over 300 on Twitter, and maintain a YouTube channel that we promote on a regular basis through PPC advertising with nearly 300 subscribers. We also have a vigorous Search Engine Optimization/Marketing program, including Retargeting Advertisements. We also dedicate some of our pay-per-click budget to promoting the contract. In addition to our newly re-designed website that is optimized for search, we have a FINN Mobile Application available to our dealer network. This app has been downloaded, on both Apple and Android devices, by over 150 dealer personnel. The mobile app gives dealers instant access to updated specification sheets, FINN contact information, product images, bid specifications, links to social media, and other information to help them in their sales and customer service efforts while in the field.
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to provide pertinent marketing information that we will use in our marketing programs, such as keywords for SEO purposes. If possible, we would also like additional Sourcewell videos and samples of other successful promotions that other companies have deployed. We will continue to showcase our Sourcewell Awarded Contract status with our dealers and with direct campaigns to end users.
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently, our products are not available through e-procurement, but we have already had initial conversations on how FINN Corporation can participate, and to what level, in the soon to be named Sourcewell Marketplace.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	FINN dealers would continue to provide all support and training to Sourcewell members. This includes start-up, operator training, equipment maintenance training, and parts support training. All trainings are standard procedure for purchases through FINN and our dealer network. There are no costs associated with any of these trainings.
39	Describe any technological advances that your proposed products or services offer.	<p>FINN equipment is manufactured to provide the most current and cost effective features that are available. Our equipment meets governmental safety and EPA standards. We continually strive to improve our products with the latest technologies to meet the needs of the customers using our equipment.</p> <p>The latest technological advancement in our product offering is a FINN telematics package for our HydroSeeders, Straw Blowers, and Material Blowers. This project is in development with a scheduled launch of Q4 2021. Our telematics offering will allow for operators, maintenance personnel, fleet managers, and department supervisors to have remote visibility of their FINN equipment. Machine usage, engine hours, location, and diagnostic information will all be available to help ensure maximum productivity, as well as identify potential service needs. We will be the only manufacturer of HydroSeeders, Straw Blowers, and Material Blowers in the industry that offers this capability.</p>
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Our equipment meets all EPA compliance initiatives, including Tier IV Final/Euro State IIIA/B diesel engine emissions standards as required. Our equipment is also used extensively in the construction and erosion control markets that meet local, state, and federal environmental standards.</p> <p>We also have several new projects and products in development that would fall into FINN Corporation's ongoing green initiatives. Over the last several years, we have been researching and developing technology to limit emissions and minimize our products environmental impact. This fall, we will debut our first, and industry first, all electric HydroSeeder, with other projects in development to carry this technology across our other product lines.</p> <p>FINN Corporation has also implemented many new green initiatives within the facility, with a goal of Zero Waste. We have instituted a recycling program, with over 36 recycling stations, strategically placed in every break room, conference room, common office space, and on the manufacturing floor. As part of our recycling efforts, we have also installed a 6 cubic yard recycling receptacle in our yard. We have eliminated company provided styrofoam cups, and encouraged employees to bring cups/mugs from home to help reduce waste, and are recycling the styrofoam from any new IT related/electronics purchased within the building.</p> <p>We also have a pallet recycling program, have started a cardboard recycling program and will be installing a cardboard compactor to aid in those efforts.</p> <p>In 2019, we converted every incandescent light bulb throughout the facility, both office and manufacturing floor, to LED bulbs.</p> <p>In 2020, FINN installed a new high efficiency fiber optic laser, which adds to our production capabilities at a very low energy consumption rate.</p> <p>FINN continually reviews all aspects of our business to minimize or eliminate waste, with our ultimate goal of becoming a Zero Waste facility.</p>
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A. FINN Corporation does not meet WMBE, SBE, or veteran owned business certifications.
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We are a U.S. manufacturing company that has been in business for over eighty-five years. We focus on strategic niche markets that provide support to ground and turf maintenance, road and highway construction, sports complexes, facility maintenance, erosion control, water quality maintenance, landfill maintenance, park maintenance, and a variety of environmental activities. Our equipment is designed to provide cost effective solutions that help Sourcewell members control their costs and meet their budget needs.

**Table 9: Warranty**

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

Line Item	Question	Response *	
44	Do your warranties cover all products, parts, and labor?	Yes, except for specific wear related items. These items are covered in the individual equipment model warranty information.	*
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. Wear related items will not be covered under standard warranty protocol.	*
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, they do.	*
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. There are no areas where we cannot provide warranty repairs. We do not have a dealer located in Hawaii, but we have outside service providers that will provide warranty repair work.	*
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As applicable, engine and chassis warranties plus trailer tire warranties are covered by the original equipment manufacturers.	*
49	What are your proposed exchange and return programs and policies?	We do not offer exchanges or returns on equipment unless the unit is covered under state lemon laws.	*
50	Describe any service contract options for the items included in your proposal.	Our local FINN dealers may offer promotional service contract options on certain equipment models.	*

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

Line Item	Question	Response *	
51	Describe your payment terms and accepted payment methods?	Our payment terms are Net 30 Days. Our accepted payment methods are check, or bank wire transfer.	*
52	Describe any leasing or financing options available for use by educational or governmental entities.	Our dealers provide leasing and equipment rental programs. Financing can be established through our dealers. Our dealers work with local finance institutions, Wells Fargo, Oakmont Capitol, and Bank of Oklahoma.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Purchase orders will be submitted to the local dealer serving the customer. The dealer will turn the order into FINN and FINN will track all sales information. This information will be provided to Sourcewell on a quarterly basis.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Attached is our standard Sourcewell Member Quotation form, to help streamline and simplify the Sourcewell ordering process through our Dealer Network.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do not currently accept the P-card procurement and payment process, but are willing to review the process.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	We provide an MSRP based price list to our dealer base. This covers the equipment and equipment option pricing. I have attached our current Price List that covers SKU and pricing for each model and available options.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Sourcwell discount will be 5 percent (5%) off from MSRP on all equipment and options.
58	Describe any quantity or volume discounts or rebate programs that you offer.	All quantity, volume discount, or special product orders will be handled on a one-off quotation submission.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All special requests will be handled on a one-off quotation basis.
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	None.
61	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Equipment delivery costs will be in addition to the quoted MSRP Price List that is included. Freight is calculated from the factory FOB Point (Fairfield, OH) to the final dealer location. This delivery cost will be added to the invoice.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipments to Alaska and Hawaii will be quoted FOB: Finn Corporation - Fairfield, OH.  Shipments to Canada will be quoted FOB: Finn Corporation - Fairfield, OH.  Shipments to offshore facilities will be quoted FOB: Finn Corporation - Fairfield, OH.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell.	FINN Corporation will be monitoring all order and payment transactions to ensure compliance with our Sourcwell agreement. We will report all quarterly sales to Sourcwell and submit all agreed upon administrative fees to Sourcwell.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We will continue to evaluate the success of the contract based on the overall sales, quotes, and order volumes, as well as track sales and quotes for government agencies choosing not to participate in the Sourcwell Cooperative Purchase program.
67	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	FINN Corporation will provide an administrative fee of one percent (1%) to Sourcwell for facilitating, managing, and promoting the Sourcwell contract. We would prefer to pay this fee on a quarterly basis to limit paperwork and handling costs.

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>FINN HydroSeeders: Ranging from 300-4,000 gallon capacities, the FINN HydroSeeders are used for large and small seeding jobs, for new turf installation and repair, for temporary and permanent erosion control, for soil restoration projects, for dust control, as a Landfill Alternative Daily Cover (ADC) applicator, for remote watering, and for fire suppression. FINN HydroSeeders have an exclusive pump system to handle the thickest slurries in the most difficult conditions. These units are designed to be operator friendly with variable speed reverse mechanical agitation to safely speed up the loading and mixing process, plus they have ergonomically balanced booms and OSHA compliant railings. A new product innovation scheduled for release in Q4 of 2021 is a telematics package, that will provide the equipment owner remote visibility of their machines. Fleet managers will be able to remotely monitor machine use, view diagnostic information, and receive service interval reminders based on machine hours. Optional equipment, such as stainless steel tank systems, hydraulic or electric hose reels, remote controls, ground level controls, and high flotation tires are readily available. Skid, trailer, and gooseneck configurations are available depending on the model.</p> <p>FINN Straw Blowers: Available in three sizes that process 4 tons to 20 tons per hour, the FINN Straw Blowers provide maximum shredding and straw discharge, making quick work of straw mulching regardless of the conditions or size of the project. Blown on straw application ensures soil moisture retention and protects freshly seeded areas against erosion damage. The balanced discharge head allows for one-handed operation and reduces operator fatigue. Available in self-contained skid or trailer mounts, all FINN Straw Blowers are portable and self-powered. Optional equipment includes an extension hose and adapter to reach difficult areas at greater distance, plus we also offer the FINN Krimper for anchoring the straw into the soil.</p> <p>FINN Material Blowers: Offering a range of sizes, the FINN Material Blowers provide for the quick and efficient blown-on application of a variety of mulches, bark, soil blends, and compost for the landscape, erosion control, construction, playground, and green-roof industries. The Material Blower saves labor, time, and materials. We offer smaller tow-behind machines starting at 1.5 cubic yard hopper capacity up to the FINN MBX22, a 22 cubic yard capacity machine on its own chassis or trailer configuration. These machines are capable of efficiently applying material up to 300'+ away from the machine.</p> <p>FINN Ground Preparation Attachments: Available for tractors, skid-steers, and mini-skid steers, our Ground Preparation Attachments are the ideal tool for preparing the ground for seeding. These attachments are used on projects where clearing the terrain, de-compacting soil, and leveling the site is needed.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Lawn, field and turf care  Parking area maintenance  Beach and waterfront maintenance  Golf course maintenance  Landscape maintenance  Sidewalk and walking path maintenance</p>

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

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

Line Item	Category or Type	Offered *	Comments
70	Flail, boom, rotary, wing, sickle, and slope mowers	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
71	Seeders, tillers, mulchers, and sprayers	<input checked="" type="radio"/> Yes <input type="radio"/> No	FINN Corporation's HydroSeeders could be classified under "seeders", due to their primary use in the re-vegetation process.
72	Erosion control equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Each of our product lines are used in erosion control applications. HydroSeeders are used for turf installation/repair, re-vegetation, and erosion control. Material Blowers are used for landscape beautification, but also are used for blown-in-place installation of sediment control filter sock. Straw Blowers are used for moisture retention of newly seeded areas as well as providing temporary erosion control measures.
73	Ditch maintenance equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
74	Signage, signals, and message boards	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
75	Radar equipment, traffic cameras or traffic sensors	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
76	Other road right-of-way maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	FINN Corporation's HydroSeeders and Straw Blowers could be classified under "other road right-of-way maintenance equipment", due to their use in re-vegetation projects.

**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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Domestic Equipment Price List rev.- effective 07-01-21 FINAL.pdf - Friday July 02, 2021 12:31:52
  - [Financial Strength and Stability](#) - Sourcewell Huntington Bank Reference Letter.pdf - Wednesday July 07, 2021 07:16:58
  - [Marketing Plan/Samples](#) - Sourcewell Marketing Examples.pdf - Wednesday July 07, 2021 16:06:55
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Finn-Policy-of-Limited-Warranty.pdf - Friday July 02, 2021 12:36:11
  - [Standard Transaction Document Samples](#) - Sourcewell Member Quotation Form.pdf - Wednesday July 07, 2021 14:12:55
  - [Upload Additional Document](#) - FINN Dealer Locations for Sourcewell.xlsx - Friday July 02, 2021 12:38:42

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Todd Thornicroft, Director of Sales and Marketing, FINN 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
<b>Addendum_4_Road_ROW_Maintenance_Eqpt_RFP_070821</b> Fri June 18 2021 05:04 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Road_ROW_Maintenance_Eqpt_RFP_070821</b> Thu June 17 2021 06:20 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Road_ROW_Maintenance_Eqpt_RFP_070821</b> Wed June 16 2021 05:21 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Road_ROW_Maintenance_Eqpt_RFP_070821</b> Wed May 26 2021 04:28 PM	<input checked="" type="checkbox"/>	1



### CONTRACT EXTENSION

**Contract Number: 070821-FNN**

Sourcewell  
202 12th Street Northeast  
P.O. Box 219  
Staples, MN 56479  
(Sourcewell)

and

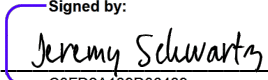
FINN  
9281 Le Saint Dr  
  
West Chester, Ohio  
(Vendor) 45014-5464

have entered into Contract Number: 070821-FNN  
for the procurement of: Road Right-of-Way Maintenance Equipment

The Contract has an expiration date of 2025-08-09 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-08-09 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:  
  
C0FD2A139D06489  
Authorized Signature

Jeremy Schwartz  
Name

Chief Operating and Procurement Officer  
Title

7/11/2025 | 7:20 AM CDT  
Date

DocuSigned by:  
  
8FEFA0D89FFFC4BF...  
Authorized Signature

Todd Thornicroft  
Name

Vice President of Sales and Marketing  
Title

7/11/2025 | 10:09 AM PDT  
Date



**RFP #070821**  
**REQUEST FOR PROPOSALS**  
**for**  
**Road Right-of-Way Maintenance Equipment**

**Proposal Due Date: July 8, 2021, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Road Right-of-Way Maintenance Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than July 8, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Solicitation Schedule**

Public Notice of RFP Published:	May 18, 2021
Pre-proposal Conference:	June 11, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	July 1, 2021, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>July 8, 2021, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	July 8, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;

- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

## **II. SOLICITATION DETAILS**

### **A. SOLUTIONS-BASED SOLICITATION**

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

## B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Road Right-of-Way Maintenance Equipment, including equipment, attachments, and accessories designed or primarily intended for use in the maintenance of road and highway rights-of-way, such as:
  - a. Flail, boom, rotary, wing, sickle, and slope mowers;
  - b. Seeders, tillers, mulchers, and sprayers;
  - c. Erosion control and ditch maintenance equipment; and,
  - d. Signage, signals, message boards, radar equipment, and traffic cameras or sensors.
2. This solicitation should NOT be construed to include:
  - a. Road and shoulder maintenance equipment; and
  - b. Road construction equipment.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
  - a. Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies (RFP #122017)
  - b. Public Utility Equipment with Related Accessories and Supplies (RFP #012418)
  - c. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #080818)
  - d. Trailers with Related Equipment, Accessories, and Services (RFP #121918)
  - e. Heavy Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #032119)
  - f. Medium Duty and Compact Construction Equipment with Related Attachments, Accessories, and Supplies (RFP #040319)
  - g. Portable Construction Equipment with Related Accessories and Attachments (RFP #041719)
  - h. Ag Tractors with Related Attachments, Accessories, and Supplies (RFP #110719)
  - i. Equipment Rental with Related Services (RFP #062320)
  - j. Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services (RFP #122220)
  - k. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #031121)
  - l. Tree Maintenance Equipment, Attachments, and Accessories (RFP #031721)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

### C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

#### D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

#### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$15 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

#### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

#### G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

### III. PRICING

#### A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

#### B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

### **IV. CONTRACT**

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

## **V. RFP PROCESS**

### **A. PRE-PROPOSAL CONFERENCE**

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

### C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

#### F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

#### G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

### **VI. EVALUATION AND AWARD**

#### A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and

price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities’ use.
  - A proposer’s sales and service network to assure availability of product supply and coverage to meet Participating Entities’ anticipated needs.
- Total evaluation scores.
- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

**B. AWARD(S)**

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	<u>400</u>
<b>TOTAL POINTS</b>	<b>1000</b>

**C. PROTESTS OF AWARDS**

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days’ following Sourcewell’s notice of contract award(s)

or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

#### D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



5/26/2021

Addendum No. 1

Solicitation Number: RFP 070821

Solicitation Name: Road Right-of-Way Maintenance Equipment

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Does this solicitation include the category of Pavement Marking/Striping Equipment?

**Answer 1:**

In the competitive process, Sourcewell will not pre-evaluate a proposer's equipment offering or advise a proposer on the content of the proposal. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. - Requested Equipment, Products or Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

**Question 2:**

Does this replace the Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies - RFP 052417?

**Answer 2:**

Each Sourcewell solicitation is separate and distinct from any previous solicitation, and do not constitute a replacement or renewal.

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End of Addendum

Acknowledgement of this Addendum to RFP 070821 posted to the Sourcewell Procurement Portal on 5/26/2021, is required at the time of proposal submittal.



6/16/2021

Addendum No. 2

Solicitation Number: RFP 070821

Solicitation Name: Road Right-of-Way Maintenance Equipment

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

How do you want the pricing to be listed? Do you want the base price listed then the discounted price, or the base price with % of discount that will be offered?

**Answer 1:**

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

**Question 2:**

Can you explain what is a P-Card procurement and payment process?

**Answer 2:**

Generally, the term "P-Card" is an abbreviation for purchasing card or procurement card. Additional background information can be found at the following site:

<https://www.napcp.org/page/WhatArePCards>

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End of Addendum

Acknowledgement of this Addendum to RFP 070821 posted to the Sourcewell Procurement Portal on 6/16/2021, is required at the time of proposal submittal.



6/17/2021

Addendum No. 3

Solicitation Number: RFP 070821

Solicitation Name: Road Right-of-Way Maintenance Equipment

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

The majority of our products fall within the scope of this RFP, but a portion of our products seem to be excluded, although they may also be considered complementary. Should the portion in doubt be excluded from our submission?

**Answer 1:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as stated in RFP Section II. B. - Requested Equipment, Products or Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 070821 posted to the Sourcewell Procurement Portal on 6/17/2021, is required at the time of proposal submittal.



6/18/2021

Addendum No. 4

Solicitation Number: RFP 070821

Solicitation Name: Road Right-of-Way Maintenance Equipment

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

If awarded a contract can our company use the Sourcewell logo on marketing materials and programs for the products or services listed in the contract?

**Answer 1:**

Refer to Section 13. A. 1. a. of the contract template for additional detail on the usual license of Sourcewell marks granted for purpose of marketing an awarded supplier's relationship with Sourcewell.

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End of Addendum

Acknowledgement of this Addendum to RFP 070821 posted to the Sourcewell Procurement Portal on 6/18/2021, is required at the time of proposal submittal.

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of Attachment A.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

070821-FNN - FNN Sourcewell Contract for Bank/maich  
Blowers  
City of San Diego Sourcewell Account Number: 150786

**B. BIDDER/PROPOSER INFORMATION:**

<u>Zagami Inc</u>	<u>Clairemont Equipment</u>		
Legal Name		DBA	
<u>7651 Ronson Rd.</u>	<u>San Diego</u>	<u>CA</u>	<u>92111</u>
Street Address	City	State	Zip
<u>Thomas Beny</u>	<u>858 278 8351</u>		<u>N/A</u>
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Ronald Zagami  
Name Title/Position President  
San Diego, CA  
City and State of Residence Employer (if different than Bidder/Proposer)  
Corporation Owner  
Interest in the transaction

Jerry Zagami  
Name Title/Position President  
San Diego, CA  
City and State of Residence Employer (if different than Bidder/Proposer)  
Corporation Owner  
Interest in the transaction

Thomas Beny  
Name Title/Position Sales Administrator  
San Diego, CA  
City and State of Residence Employer (if different than Bidder/Proposer)  
Contact Person  
Interest in the transaction

Casey Meyer  
Name Title/Position SALES REPRESENTATIVE  
San Diego, CA  
City and State of Residence Employer (if different than Bidder/Proposer)  
Salesperson  
Interest in the transaction

Name Title/Position  
City and State of Residence Employer (if different than Bidder/Proposer)  
Interest in the transaction

Name Title/Position  
City and State of Residence Employer (if different than Bidder/Proposer)  
Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
 Yes  No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
 Yes  No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
 Yes  No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

**Corporation** Date incorporated: 1974 State of incorporation: California  
 List corporation's current officers: President: Ronald Zagami + Jerry Zagami (Co-Presidents)  
 Vice Pres: \_\_\_\_\_  
 Secretary: Jerry Zagami  
 Treasurer: Ronald Zagami

Type of corporation: C  Subchapter S

Is the corporation authorized to do business in California:  Yes  No

If **Yes**, after what date: 1/14/1974

Is your firm a publicly traded corporation?  Yes  No

If Yes, how and where is the stock traded? \_\_\_\_\_

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods?  Yes  No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes  No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes  No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Western Alliance Bank

Point of Contact: Mistie McDougall

Address: 13220 El Camino Real #100, San Diego, CA 92130

Phone Number: 858-423-4600

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B1087007993 Year Issued: 2019

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes  No

If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Komatsu Financial

Contact Name and Phone Number: 847-437-3330

Contact Email: \_\_\_\_\_

Address: 1701 West Golf Rd., Rolling Meadows, IL 60008

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

Company Name: Multiquip Inc.

Contact Name and Phone Number: 310-537-3700

Contact Email: \_\_\_\_\_

Address: 18910 Wilmington Avenue, CARSON, CA 90746

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

Company Name: JLG Industries, Inc.

Contact Name and Phone Number: 717-485-5161

Contact Email: \_\_\_\_\_

Address: 1 JLG Drive, m<sup>c</sup>Connellshurg, PA 17233-9533

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes  No

If **Yes**, please disclose the names of those relatives in Attachment A.

**I. BUSINESS REPRESENTATION:**

1. Are you a local business with a physical address within the County of San Diego?

Yes  No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes  No

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_

b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_

c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

**J. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**?  Yes  No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

**K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

Ronald Zagami                                            1.26.26  
Name and Title President                      Signature                      Date

City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.  
Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Ronald Zagami  
Print Name, Title *President*

*Ronald Zagami*  
Signature

1-26-26  
Date



**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Zagami Inc

Certified By Anna Watts  
Name

Title Office Manager

Anna Watts  
Signature

Date 1/26/26

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Zagami Inc. dba Clairemont Equipment DATE: 1/26/26  
 OFFICE(S) or BRANCH(ES): San Diego COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												3		
Professional														
A&E, Science, Computer												1		
Technical														
Sales			1									11	2	
Administrative Support				1								3	3	1
Services														
Crafts			5						1			6		
Operative Workers			1											
Transportation														
Laborers*			1									5		

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column			8	1					1			29	5	1
--------------------	--	--	---	---	--	--	--	--	---	--	--	----	---	---

Grand Total All Employees 45

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Grand Total All Employees**

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

## Work Force Report

### HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report<sup>1, 3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

### RACE/ETHNICITY CATEGORIES

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

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## Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

### Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers  
Business Operations Specialists  
Financial Specialists  
Operations Specialties Managers  
Other Management Occupations  
Top Executives

### Professional

Art and Design Workers  
Counselors, Social Workers, and Other Community and Social Service Specialists  
Entertainers and Performers, Sports and Related Workers  
Health Diagnosing and Treating Practitioners  
Lawyers, Judges, and Related Workers  
Librarians, Curators, and Archivists  
Life Scientists  
Media and Communication Workers  
Other Teachers and Instructors  
Postsecondary Teachers  
Primary, Secondary, and Special Education School Teachers  
Religious Workers  
Social Scientists and Related Workers

### Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers  
Computer Specialists  
Engineers  
Mathematical Science Occupations  
Physical Scientists

### Technical

Drafters, Engineering, and Mapping Technicians  
Health Technologists and Technicians  
Life, Physical, and Social Science Technicians  
Media and Communication Equipment Workers

### Sales

Other Sales and Related Workers  
Retail Sales Workers  
Sales Representatives, Services  
Sales Representatives, Wholesale and Manufacturing  
Supervisors, Sales Workers

### Administrative Support

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers  
Other Education, Training, and Library Occupations  
Other Office and Administrative Support Workers  
Secretaries and Administrative Assistants  
Supervisors, Office and Administrative Support Workers

### Services

Building Cleaning and Pest Control Workers  
Cooks and Food Preparation Workers  
Entertainment Attendants and Related Workers  
Fire Fighting and Prevention Workers  
First-Line Supervisors/Managers, Protective Service Workers  
Food and Beverage Serving Workers  
Funeral Service Workers  
Law Enforcement Workers  
Nursing, Psychiatric, and Home Health Aides  
Occupational and Physical Therapist Assistants and Aides  
Other Food Preparation and Serving Related Workers  
Other Healthcare Support Occupations  
Other Personal Care and Service Workers  
Other Protective Service Workers  
Personal Appearance Workers  
Supervisors, Food Preparation and Serving Workers  
Supervisors, Personal Care and Service Workers  
Transportation, Tourism, and Lodging Attendants

### Crafts

Construction Trades Workers  
Electrical and Electronic Equipment Mechanics, Installers, and Repairers  
Extraction Workers  
Material Moving Workers  
Other Construction and Related Workers  
Other Installation, Maintenance, and Repair Occupations  
Plant and System Operators  
Supervisors of Installation, Maintenance, and Repair Workers  
Supervisors, Construction and Extraction Workers  
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers  
Woodworkers

**Operative Workers**

Assemblers and Fabricators  
Communications Equipment Operators  
Food Processing Workers  
Metal Workers and Plastic Workers  
Motor Vehicle Operators  
Other Production Occupations  
Printing Workers  
Supervisors, Production Workers  
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers  
Other Transportation Workers  
Rail Transportation Workers  
Supervisors, Transportation and Material  
Moving Workers  
Water Transportation Workers

**Laborers**

Agricultural Workers  
Animal Care and Service Workers  
Fishing and Hunting Workers  
Forest, Conservation, and Logging Workers  
Grounds Maintenance Workers  
Helpers, Construction Trades  
Supervisors, Building and Grounds Cleaning  
and Maintenance Workers  
Supervisors, Farming, Fishing, and Forestry  
Workers

**Exhibit B: Work Force Report Job Categories-Trade**

**Brick, Block or Stone Masons**  
Brickmasons and Blockmasons  
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**

Carpet Installers  
Floor Layers, except Carpet, Wood and Hard  
Tiles  
Floor Sanders and Finishers  
Tile and Marble Setters

**Cement Masons, Concrete Finishers**  
Cement Masons and Concrete Finishers  
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**  
Drywall and Ceiling Tile Installers  
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**  
First-line Supervisors/Managers of  
Construction Trades and Extraction Workers

**Glaziers**

**Helpers, Construction Trade**  
Brickmasons, Blockmasons, and Tile and  
Marble Setters  
Carpenters  
Electricians  
Painters, Paperhangers, Plasterers and Stucco  
Pipelayers, Plumbers, Pipefitters and  
Steamfitters  
Roofers  
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration  
Mechanics and Installers  
Mechanical Door Repairers  
Control and Valve Installers and Repairers  
Other Installation, Maintenance and Repair  
Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment  
Operators  
Pile-Driver Operators  
Operating Engineers and Other Construction  
Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance  
Paperhangers

**Pipelayers and Plumbers**

Pipelayers  
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers  
Welding, Soldering and Brazing Machine  
Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**

## EXHIBIT 2: MODIFICATIONS TO THE AGENCY AGREEMENT

1. References. All references to “[Agency]” in the Agency Agreement shall mean and be understood to be “City of San Diego”.
2. The remaining portions of the Agency Agreement shall remain in full force and effect.

**EXHIBIT 3: PRICING PAGES**

## **FINN 070821-FNN**

Pricing for contract #070821-FNN offers Sourcewell participating agencies the following discounts:

- Pricing for contract 070821-FNN is provided at 5% off from MSRP.

2025 FINN CORPORATION DOMESTIC EQUIPMENT PRICELIST

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Item	Description		MSRP <small>USD</small>
<b>T30 HYDROSEEDER</b>			
<b>T30 (T30-19)</b>	Tank Size	335 liquid capacity, 281 working capacity	26,050
	Engine	19 hp Kohler Command Gas	
	Hose Reel	Electric [max storage capacity 100']	
	Hose	100' x 1-1/4" rubber hose [200 psi]	
	Nozzles	[1] wide fan, [1] narrow fan, [1] long distance	
	Mount	Skid	
	Fill Port	Fillport assembly	
	Other	Remote valve	
<b>T30E ELECTRIC HYDROSEEDER</b>			
<b>T30E (A6526-001)</b>	Tank Size	335 liquid capacity, 281 working capacity	75,345
	Engine	(3) 5 KWH, 48 VDC Vanguard Lithium-ion Batteries & Electric Motor	
	Hose Reel	Electric [max storage capacity 100']	
	Hose	100' x 1-1/4" rubber hose [200 psi]	
	Nozzles	[1] wide fan, [1] narrow fan, [1] long distance	
	Mount	Skid	
	Other	Remote valve	
<b>T60 HYDROSEEDER</b>			
<b>T60T (A7404-001)</b>	Tank Size	600 liquid capacity, 500 working capacity	35,490
	Engine	23.5 hp Kohler CH730 Gas	
	Mount	Trailer w/ electric brakes & DOT lights	
	Hitch	Standard pintle hitch	
	Other	Suction line valve	
<b>T60S (A7402-001)</b>	Tank Size	600 liquid capacity, 500 working capacity	32,875
	Engine	23.5 hp Kohler CH730 Gas	
	Mount	Skid	
	Other	Suction line valve	
<b>T60 Slurry Output Options (must choose 1)</b>			
A7832-001	Platform/Tower/Guard Rail	Operator platform, discharge boom, guard rails, & [4] Tower Nozzles ([2] wide fan, [1] narrow fan, [1] long distance)	4,400
A7832-002	Electric Hose Reel	Electric hose reel with 150' x 1-1/4" continuous hose [200 psi], remote valve, & [3] Hose Nozzles ([1] wide fan, [1] narrow fan, [1] long distance)	5,300
A7832-003	Deluxe (Includes options 1 & 2)	Operator platform, discharge boom, guard rails, [4] Tower Nozzles ([2] wide fan, [1] narrow fan, [1] long distance) & electric hose reel w/ 150' x 1-1/4" continuous hose (200 psi), remote valve & [3] Hose Nozzles ([1] wide fan, [1] narrow fan, [1] long distance)	9,500
<b>T60 Additional Options</b>			
A7833-002	Airflush	Airflush [requires connection to external air compressor]	1,195
A7736-003	Spare Tire	Spare tire and wheel, mounted & bolted on	815
<b>T75 HYDROSEEDER</b>			
<b>T75T (A7407-001)</b>	Tank Size	820 liquid capacity, 700 working capacity	42,875
	Engine	23.5 hp Kohler CH730 Gas	
	Mount	Trailer w/ electric brakes & DOT lights	
	Hitch	Standard pintle hitch	
<b>T75S (A7405-001)</b>	Tank Size	820 liquid capacity, 700 working capacity	40,250
	Engine	23.5 hp Kohler CH730 Gas	
	Mount	Skid	
<b>T75 Required Options (must choose 1)</b>			
A7743-001	Platform/Tower/Guard Rail	Operator platform, discharge boom, guard rails, & [4] Tower Nozzles ([2] wide fan, [1] narrow fan, [1] long distance)	4,650
A7743-002	Electric Hose Reel	Electric hose reel with 150' x 1-1/4" continuous hose [200 psi], remote valve, & [3] Hose Nozzles ([1] wide fan, [1] narrow fan, [1] long distance)	5,800
A7743-003	Deluxe (Includes options 1 & 2)	Operator platform, discharge boom, guard rails, [4] Tower Nozzles ([2] wide fan, [1] narrow fan, [1] long distance) & electric hose reel w/ 150' x 1-1/4" continuous hose (200 psi), remote valve & [3] Hose Nozzles ([1] wide fan, [1] narrow fan, [1] long distance)	9,875
<b>T75 Additional Options</b>			
A7738-002	Airflush	Airflush [requires connection to external air compressor]	1,300
A7736-002	Spare Tire	Spare tire and wheel, mounted & bolted on	834

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Item	Description	MSRP <small>USD</small>
<b>T90 &amp; T120 HYDROSEEDER</b>		
<b>T90T (A7396-001)</b>	Tank Size	940 liquid capacity, 800 working capacity
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final
	Tower/Guard Rail	Operator platform & discharge gun assembly
	Nozzles	[1] wide fan, [1] narrow fan, [2] long distance
	Controls	Ground level controls
	Mount	Trailer w/ electric brakes & DOT lights
	Hitch	Standard pintle hitch [ball hitch not optional]
<b>T90T Full Deck (A8218-001)</b>	Tank Size	940 liquid capacity, 800 working capacity
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final
	Tower/Guard Rail	Operator platform and gun assembly with <b>FULL deck rails</b>
	Nozzles	[1] wide fan, [1] narrow fan, [2] long distance
	Controls	Ground level controls
	Mount	Trailer w/ electric brakes & DOT lights
	Hitch	Standard pintle hitch [ball hitch not optional]
<b>T90S (A7394-001)</b>	Tank Size	940 liquid capacity, 800 working capacity
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final
	Tower/Guard Rail	Operator platform and gun assembly with <b>FULL deck rails</b>
	Nozzles	[1] wide fan, [1] narrow fan, [2] long distance
	Controls	Ground level controls
	Mount	skid
<b>T120T (A7399-001)</b>	Tank Size	1180 liquid capacity, 1000 working capacity
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final
	Tower/Guard Rail	Operator platform and discharge gun assembly with guard rails
	Nozzles	[1] wide fan, [1] narrow fan, [2] long distance
	Controls	Ground level controls
	Mount	Trailer w/ electric brakes & DOT lights
	Hitch	Standard pintle hitch [ball hitch not optional]
<b>T120GN (A7401-001)</b>	Tank Size	1180 liquid capacity, 1000 working capacity
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final
	Tower/Guard Rail	Operator platform and discharge gun assembly with guard rails
	Nozzles	[1] wide fan, [1] narrow fan, [2] long distance
	Controls	Ground level controls
	Mount	Gooseneck trailer w/ electric brakes & DOT lights
<b>T120S (A7397-001)</b>	Tank Size	1180 liquid capacity, 1000 working capacity
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final
	Tower/Guard Rail	Operator platform and discharge gun assembly with guard rails
	Nozzles	[1] wide fan, [1] narrow fan, [2] long distance
	Controls	Ground level controls
	Mount	Skid
<b>T90/T120 Additional Options</b>		
061273H-1-1/4-02	Hose Reel Package	Hydraulic hose reel, 200' x 1-1/4" hose [300 psi], nozzles, valve
061401-01	Airflush	Airflush [requires connection to external air compressor]
061023	Hardened Pump	Nitride treated pump case, impeller, wear plate [new build req'd]
061445	Hitch Extension	T90T/T120 hitch extension 20" long
061405	Spare Tire	T90T spare wheel/tire, mounted
061274	Spare Tire	T120T spare wheel/tire, mounted
061040	Spare Tire	T120GN spare wheel/tire, mounted
xxxxxx	Stainless T120S	T120 skid design w/ stainless tank, lid, & agitator [ss is blast finish, carbon parts painted black]
xxxxxx	Stainless T120T	T120 trailer (bumper pull) design w/ stainless tank, lid, & agitator [SS is blast finish, carbon parts painted black]
xxxxxx	Stainless T120GN	T120 trailer (Gooseneck) design w/ stainless tank, lid, & agitator [SS is blast finish, carbon parts painted black]
Bxxxx-xxx	Engine Uptime Service Kit	Engine oil, oil filter, air filter, fuel filters (included w/ new machine)

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Item	Description		MSRP USD
<b>LF120 HYDROSEEDER</b>			
<b>LF120 (A7400-001)</b>	Tank Size	1180 liquid capacity, 1000 working capacity	97,250
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final	
	Tower/Guard Rail	Operator platform and discharge gun assembly with guard rails	
	Nozzles	[1] wide fan, [1] narrow fan, [2] long distance	
	Controls	Ground level controls	
	Mount	Trailer on heavy duty axles and high flotation tires	
	Hitch	Standard pintle hitch [ball hitch not optional]	
	Other	Engine/fuel tank skid plates, full deck railings, 20" hitch extension	
<b>LF120 Additional Options</b>			
061273H-1-1/4-02	Hose Reel Package	Hydraulic hose reel, 200' x 1-1/4" hose [300 psi], nozzles, valve	8,000
061401-01	Airflush	Airflush [requires connection to external air compressor]	1,150
061023	Hardened Pump	Nitride treated pump case, impeller, wear plate [new build req'd]	1,265
061296	Foam Fill Service	Foam filling service for [4] high flotation tubeless tires	6,680
XXXXXX	Stainless LF120	LF120 tank, lid, & agitator [stainless is blast finish, carbon parts painted black]	Call RSM for Price
Bxxxx-xxx	Engine Uptime Service Kit	Engine oil, oil filter, air filter, fuel filters (included w/ new machine)	220
<b>T170 HYDROSEEDER</b>			
<b>T170</b>	Tank Size	1750 liquid capacity, 1500 working capacity	103,365
	Engine	65hp Cummins Turbo Diesel QSF2.8 Tier IV Final	
	Tower/Guard Rail	Operator platform and discharge gun assembly with guard rails	
	Nozzles	[2] wide fan, [2] narrow fan, [2] long distance	
	Mount	Skid [truck mounting optional]	
<b>T170 Additional Options</b>			
061329H-1-1/4-01	Hose Reel Package	Hydraulic hose reel [3 position pivoting, UV shield] 200' x 1-1/4" rubber hose [300 psi], nozzles, remote valve	9,725
061329H-1-1/2-01	Hose Reel Package	Hydraulic hose reel [3 position pivoting, UV shield] 200' x 1-1/2" rubber hose [300 psi], nozzles, remote valve	10,505
061409-01	Ground Level Controls	Engine throttle and clutch control from ground, with standard platform location	1,700
061356-01	Airflush	Airflush system [requires truck air supply & addition of 3-5 gallon auxiliary tank for proper flushing]	1,390
061306	Hardened Pump	Nitride treated pump case, impeller, wear plate [new build req'd]	1,390
061300	Fill Port Add	Add second fill port on drivers side at front of tank	1,390
A6306-001	Radio Remote w/out GLC	Remote control for throttle and pump functions **Does NOT work w/ 061409-01: GLC Option**	4,965
A6307-001	Radio Remote w/GLC	Remote control for throttle and pump functions **Includes GLC control box**	7,220
011562	Truck Mount Kit	Truck spring mount kit	1,685
061436	Stainless T170	Tank & lid [stainless is blast finish, carbon parts painted black]	Call RSM for Price
061437	Stainless T170	T170 SS agitators	Call RSM for Price
<b>T330 HYDROSEEDER</b>			
<b>T330</b>	Tank Size	3350 liquid capacity, 3000 working capacity	149,890
	Engine	134HP John Deere 4045HFC04 Tier IV Final turbo diesel	
	Tower/Guard Rail	Operator platform and discharge gun assembly with guard rails	
	Nozzles	[2] wide fan, [2] narrow fan, [2] long distance	
	Mount	Skid	
	Other	5" X 2.5" centrifugal pump 38 gal. fuel tank Reversible, variable speed agitators with liquid recirculation Ground level controls Truck spring mount kit is included (FINN P/N:011562)	
<b>T330 Additional Options</b>			
T330HR125	Hose Reel Package	Hydraulic hose reel, 200' x 1-1/4" rubber hose [300psi], nozzles, remote valve	10,100
T330HR150	Hose Reel Package	Hydraulic hose reel, 200' x 1-1/2" rubber hose [300psi], nozzles, remote valve	10,920
T330RR	Radio Remote	Remote control for throttle and pump functions	3,078
T330AF	Airflush	Airflush system [requires truck air supply & addition of 3-5 gallon auxiliary tank for proper flushing]	1,415
T330HP	Hardened Pump	Nitride treated pump case, impeller, wear plate [new build req'd]	1,390
T330FPA	Fill Port Add	Add second fill port on drivers side at front of tank [not available on stainless steel]	2,350
T330SB	Rear Spray Bar	Pressurized rear spray bar [3 nozzles]	5,625
T330SST	Stainless T330	Tank & lid [stainless is blast finish, carbon parts painted black]	Call RSM for Price
T330SSA	Stainless T330	T330 SS agitators	Call RSM for Price

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Item	Description		MSRP <small>USD</small>
<b>MBM3 MATERIAL BLOWER</b>			
<b>MBM3 (A8812-001)</b>	Hopper Capacity	3.0 cu. yd.	92,000
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final	
	Blower	500 cfm @ 10 psi	
	Mount	Skid	
	Hose	Hydraulic reel w/ 100' x 4" and 50' x 4" EcoStrike w/ spin-on couplers	
	Other	12v electrical system, 3 function/radio remote control operation [engine rpm and material feed]	
<b>MBM3 Additional Options</b>			
A8820-002	Standard Duty Hose	150' x 4" Standard Duty Hose Option, replaces EcoStrike Hose	500
A8825-001	Trailer	Trailer option	6,520
A8826-001	Feed Chute	Feed Chute Option	1,350
A8827-002	Dust Suppression 1	Garden Hose Hook-up Option	875
A8827-003	Dust Suppression 2	On-Board Water Tank Option	2,250
A8828-002	Work Lights	Integrated work light package	480
Bxxxx-xxx	Engine Uptime Service Kit	Engine oil, oil filter, air filter, fuel filters (included w/ new machine)	220
<b>MBH6 MATERIAL BLOWER</b>			
<b>MBH6 (A2548-001)</b>	Hopper Capacity	6 cu. yd.	141,990
	Engine	67HP Yanmar 4TNV98CT Tier IV Final	
	Blower	750 cfm @ 12 psi	
	Mount	Skid	
	Hose	Hydraulic reel w/ 100' x 4" and 50' x 4" standard duty hoses w/ quick couplers	
	Other	[3] function radio remote control operation [engine rpm, material feed on/off, variable material control] 6' x 4" hot air lead hose and electric tarp Dust suppression (requires external water source)	
<b>MBH6 Additional Options</b>			
052952	Severe Duty Hose	50' x 4" severe duty extension flex hose	1,200
A2578-002	Hose Swap	Removes 4" hose [100' & 50'], replaces with [2 x 50'] 5" standard duty	1,240
A2578-003	Hose Swap	Removes 4" hose [100' & 50'], replaces with [1 x 50'] and [1 x 100'] 4" severe duty	450
A2578-004	Hose Swap	Removes 4" hose [100' & 50'], replaces with [2 x 50'] 5" severe duty	1,050
A5466-001	Lighting Package	Integrated work light package	1,185
A4330-002	Feed Chute	Feed chute	1,150
A6401-002	Trailer	Trailer option	11,760
<b>MBX MATERIAL BLOWER</b>			
<b>MBX</b>	Hopper Capacity	10 cu. yd.	273,425
	Engine	134HP John Deere 4045HFC04 Tier IV Final turbo diesel	
	Blower	1250 cfm @ 14 psi	
	Mount	Skid	
	Hose	hydraulic reel w/ [1] 100' and [2] 50' sections x 4" standard duty hoses w/ quick couplers	
	Other	[6] function/radio remote control operation [blower rpm, material feed on/off, variable floor speed, in/out power hose reel, on/off seed injection and emergency stop] 6' x 4" hot air lead hose Electric tarp Dust suppression [requires external water source or addition of on-board water option]	
<b>MBX Additional Options</b>			
HC2	Hose Conversion	Removes 4" standard duty hose [1] 100' & [2] 50', replaces with 5" standard duty hose [1] 100' & [2] 50'	1,950
HC3	Hose Conversion	Removes 4" standard duty hose [1] 100' & [2] 50', replaces with 4" severe duty hose [1] 100' & [2] 50'	800
HC4	Hose Conversion	Removes 4" standard duty hose [1] 100' & [2] 50', replaces with 5" severe duty hose [4] 50'	2,500
EXT6	Extension Kit	6 cu. yd. extension kit	10,400
EXT6-SL	Extension Kit	6 cu. yd. extension kit w/ side loading doors	11,960
EXT12	Extension Kit	[2] 6 cu. yd. extension kits for 12 cu. yd. additional capacity	20,250
EXT12-SL	Extension Kit	[2] 6 cu. yd. extension kits for 12 cu. yd. additional capacity w/ side loading doors	23,520
Floor	Floor	Belt floor replaces chain floor	3,400
HA	Hardened Airlock	Airlock hardening process adder	4,260
OBT	On-Board Tank	75 gal. on-board water tank for dust suppression	2,530
SI	Seed Injection	Seed injection	14,850
MBLP	Lighting Package	Integrated work light package	1,150
SP	Skid Plate	Drop-out pan skid plate	1,440

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Item	Description	MSRP USD
<b>4" MATERIAL BLOWER HOSE &amp; FITTINGS</b>		
B0170-050	EcoStrike Hose	4" x 50' EcoStrike hose (Green) w/out couplers 610
B0170-100	EcoStrike Hose	4" x 100' EcoStrike hose (Green) w/out couplers 1,220
B0172-050	Standard Duty Hose	4" x 50' Standard duty hose (Gray) w/out couplers 780
B0172-100	Standard Duty Hose	4" x 100' Standard duty hose (Gray) w/out couplers 1,560
055398B	Standard Duty Hose w/ couplers	4" x 50' Standard duty hose (Gray) w/ internal banded couplers 975
055399B	Standard Duty Hose w/ couplers	4" x 100' Standard duty hose (Gray) w/ internal banded couplers 1,800
052952	Severe Duty Hose w/ couplers	4" x 50' Severe duty hose (Red) w/ internal banded couplers 1,200
052965	Severe Duty Hose w/ couplers	4" x 100' Severe duty hose (Red) w/ internal banded couplers 2,200
045304	Hot Air Hose, 4"	4" Hot Air Hose w/out couplers 420
B0168-001	Hose Connector	4" Spin-on connector, Full Flow, Female, Camlock 145
B0169-001	Hose Connector	4" Spin-on connector, Full Flow, Male, Camlock 145
055374	Hose Connector	4" Nyglass Adapter, Male (Threads onto machine side) 67
055374A	Hose Connector	4" NPT Aluminum Coupler, Male, Camlock (Hot Air Hose Fitting) 31
055375A	Hose Connector	4" NPT Aluminum Coupler, Female Camlock (Hot Air Hose Fitting) 54
<b>5" MATERIAL BLOWER HOSE &amp; FITTINGS</b>		
B0219-050	EcoStrike Hose	5" x 50' EcoStrike Hose (Green) w/out couplers 1,485
B0219-100	EcoStrike Hose	5" x 100' EcoStrike Hose (Green) w/out couplers 2,570
052744B	Standard Duty Hose w/ couplers	5" x 50' Standard Duty hose (Gray) w/ quick couplers 1,550
052745B	Standard Duty Hose w/ couplers	5" x 100' Standard Duty hose (Gray) w/ quick couplers 2,990
052958	Severe Duty Hose w/ couplers	5" x 50' Severe Duty hose (Red) w/ quick couplers 1,700
045307	Hot Air Hose, 5"	5" Hot Air Hose w/out couplers 727
B0229-001	Hose Connector	5" Spin-on connector, Full Flow, Male 195
B0230-001	Hose Connector	5" Spin-on connector, Full Flow, Female 195
012306	Hose Connector	5" NPT Aluminum Coupler, Male (Hot Air Hose Fitting) 41
052379	Hose Connector	5" NPT Aluminum Coupler, Female (Hot Air Hose Fitting) 63
<b>MATERIAL BLOWER HOSE WEIGHTS</b>		
	4" EcoStrike Blower Hose (Green) = .93 lbs. / ft.	
	4" FINN Standard Duty Hose (Gray) = 1.16 lbs. / ft.	
	4" FINN Severe Duty Hose (Red) = 1.48 lbs. / ft.	
	5" EcoStrike Blower Hose (Green) = 1.0 lbs. / ft.	
	5" FINN Standard Duty Hose (Gray) = 1.7 lbs. / ft.	
	5" FINN Severe Duty Hose (Red) = 1.85 lbs. / ft.	
<b>MATERIAL BLOWER HOSE ATTACHMENTS</b>		
053075AM	Diffuser Cone	4" Red Diffuser Cone Assembly 442
061066	5 x 4 Aluminum Adapter Asm.	5" x 4" Aluminum Adapter Assembly 1,439
061392	Filter Sock Cone	Filler cone for 8" Sock 800
061337	Filter Sock Cone	Filler cone for 12" Sock 1,152
061336	Filter Sock Cone	Filler cone for 18" Sock 1,173
061389	Filter Sock Cone	Filler cone for 24" Sock 1,519
061390	Filter Sock Cone	Filler cone for 32" Sock 1,645
EB9901000	Berm Maker	Compost Berm Maker 2,050

**2025 FINN CORPORATION DOMESTIC EQUIPMENT PRICELIST**

*Rev. 1- Effective 03.10.2025*

Item	Description	MSRP <small>USD</small>
<b>B40 STRAW BLOWER</b>		
<b>B40 (B40-13)</b>	Discharge Head	360° rotation, 50° vertical travel
	Engine	20.5 hp Kohler Command Gas, electric start
	Feed Tray	Horizontal, collapsible feed tray
	Mount	Skid with forklift channels
	Blower	17" blower fan with 6 fan blades
		16,260
<b>B40 Additional Options</b>		
061361	Custom Trailer Package	Independent suspension, 2500 lb. rubber torsion axle, 20.5 x 8 x 10 highway tread tires, fenders, DOT highway lights, expanded metal grating, safety rails, parking jack, 2" ball hitch, electric brakes w/ breakaway switch
		5,500
061452	Discharge Hose	100' x 6" w/ clamp and handle
		2,170
061105	Discharge Hose	50' x 6" w/ clamp and handle
		1,470
<b>B70 STRAW BLOWER</b>		
<b>B70T (B70T-44)</b>	Discharge Head	360° rotation, 50° vertical travel
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final
	Feed Tray	Horizontal, collapsible feed tray w/ adjustable height
	Mount	Trailer with electric brakes and DOT lights
	Blower	21" blower fan with 6 fan blades
	Hitch	Standard pintle hitch [2" ball option #061449-n/c]
		43,990
<b>B70RH (B70RH-39)</b>	Discharge Head	360° rotation, 50° vertical travel
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final
	Feed Tray	Right hand feed horizontal, collapsible feed tray adjustable height
	Mount	Skid
	Blower	21" blower fan with 6 fan blades
		40,540
<b>B70 Additional Options</b>		
021491	Discharge Hose	50' x 8" w/ clamp and handle
		1,890
Bxxx-xxxx	Engine Uptime Service Kit	Engine Oil, Oil Filter, Air filter, Fuel Filters
		220
<b>B230 STRAW BLOWER</b>		
<b>B230 (A5803-001)</b>	Discharge Head	359° horizontal rotation, 40° vertical travel
	Engine	72 hp (53.7 kW) YANMAR 4TNV98CT-NVT Turbo Diesel
	Production Capacity	Up to 20 tons/ hr
	Discharge Distance	90 ft.
	Feed Tray	Hydraulic powered conveyor chain
	Trailer	TANDEM rubber torsion axles w/ electric brakes, DOT lights and ST225/90D16 load range E tires
	Blower	Dynamically balanced 30" blower fan with 6 fan blades
	Other	Pintle hitch
		82,400
<b>B230 Additional Options</b>		
A7236-001	Dust Suppression	115 gallon dual tank system with 4 wide-spray nozzles, 5 gpm pump, and operator station mounted flow-control panel
		4,850
A5808-001	Seat Belt	Seat belt
		120
A5807-001	Spare Tire	Spare tire and wheel, mounted
		540
<b>KRIMPER</b>		
<b>KR6PQ</b>	Coulter Blades	9 blades spaced at 8"
	Ballast Boxes	2 boxes constructed from 3/16" steel
	Axle	1" square carbon steel gangbolt w/ locking nut and tension washer
	Axle Bearings	3 bearings
	Model	6' krimper w/ 3-point hitch
		8,800
<b>KR8PQ</b>	Coulter Blades	12 blades spaced at 8"
	Ballast Boxes	2 boxes constructed from 3/16" steel
	Axle	1" square carbon steel gangbolt w/ locking nut and tension washer
	Axle Bearings	4 bearings
	Model	8' krimper w/ 3-point hitch
		15,750
<b>KR8HQ</b>	Coulter Blades	12 blades spaced at 8"
	Ballast Boxes	2 boxes constructed from 3/16" steel
	Axle	1" square carbon steel gangbolt w/ locking nut and tension washer
	Axle Bearings	4 bearings
	Model	8' hydraulic krimper w/ hoses and tires
		17,650
<b>KR16HQ</b>	Coulter Blades	24 blades [12 on main frame, 6 on each wing]
	Ballast Boxes	2 boxes constructed from 3/16" steel
	Axle	1" square carbon steel gangbolt w/ locking nut and tension washer
	Axle Bearings	10 bearings [6 on main frame and 2 on each wing]
	Model	16' hydraulic krimper w/ hoses and tires
		34,450

**2026 FINN CORPORATION DOMESTIC EQUIPMENT PRICELIST**

*Rev. 0 - Effective 01.05.2026*

Item	Description	MSRP <small>USD</small>
<b>T30 HYDROSEEDER</b>		
<b>T30 (T30-20)</b>	Tank Size	335 liquid capacity, 281 working capacity
	Engine	19 hp Kohler Command Gas
	Hose Reel	Electric [max storage capacity 100']
	Hose	100' x 1-1/4" rubber hose [200 psi]
	Nozzles	[1] wide fan, [1] narrow fan, [1] long distance
	Mount	Skid
	Fill Port	Fillport assembly
	Other	Remote valve
<b>T30E ELECTRIC HYDROSEEDER</b>		
<b>T30E (A6526-001)</b>	Tank Size	335 liquid capacity, 281 working capacity
	Engine	(3) 5 KWH, 48 VDC Vanguard Lithium-ion Batteries & Electric Motor
	Hose Reel	Electric [max storage capacity 100']
	Hose	100' x 1-1/4" rubber hose [200 psi]
	Nozzles	[1] wide fan, [1] narrow fan, [1] long distance
	Mount	Skid
	Other	Remote valve
<b>T60 HYDROSEEDER</b>		
<b>T60T (A7404-001)</b>	Tank Size	600 liquid capacity, 500 working capacity
	Engine	23.5 hp Kohler CH730 Gas
	Mount	Trailer w/ electric brakes & DOT lights
	Hitch	Standard pintle hitch
	Other	Suction line valve
<b>T60S (A7402-001)</b>	Tank Size	600 liquid capacity, 500 working capacity
	Engine	23.5 hp Kohler CH730 Gas
	Mount	Skid
	Other	Suction line valve
<i>T60 Slurry Output Options (must choose 1)</i>		
A7832-001	Platform/Tower/Guard Rail	Operator platform, discharge boom, guard rails, & [4] Tower Nozzles ([2] wide fan, [1] narrow fan, [1] long distance)
A7832-002	Electric Hose Reel	Electric hose reel with 150' x 1-1/4" continuous hose [200 psi], remote valve, & [3] Hose Nozzles ([1] wide fan, [1] narrow fan, [1] long distance)
A7832-003	Deluxe (Includes options 1 & 2)	Operator platform, discharge boom, guard rails, [4] Tower Nozzles ([2] wide fan, [1] narrow fan, [1] long distance) & electric hose reel w/ 150' x 1-1/4" continuous hose (200 psi), remote valve & [3] Hose Nozzles ([1] wide fan, [1] narrow fan, [1] long distance)
<i>T60 Additional Options</i>		
A7833-002	Airflush	Airflush [requires connection to external air compressor]
A7736-003	Spare Tire	Spare tire and wheel, mounted & bolted on
<b>T75 HYDROSEEDER</b>		
<b>T75T (A7407-001)</b>	Tank Size	820 liquid capacity, 700 working capacity
	Engine	23.5 hp Kohler CH730 Gas
	Mount	Trailer w/ electric brakes & DOT lights
	Hitch	Standard pintle hitch
<b>T75S (A7405-001)</b>	Tank Size	820 liquid capacity, 700 working capacity
	Engine	23.5 hp Kohler CH730 Gas
	Mount	Skid
<i>T75 Required Options (must choose 1)</i>		
A7743-001	Platform/Tower/Guard Rail	Operator platform, discharge boom, guard rails, & [4] Tower Nozzles ([2] wide fan, [1] narrow fan, [1] long distance)
A7743-002	Electric Hose Reel	Electric hose reel with 150' x 1-1/4" continuous hose [200 psi], remote valve, & [3] Hose Nozzles ([1] wide fan, [1] narrow fan, [1] long distance)
A7743-003	Deluxe (Includes options 1 & 2)	Operator platform, discharge boom, guard rails, [4] Tower Nozzles ([2] wide fan, [1] narrow fan, [1] long distance) & electric hose reel w/ 150' x 1-1/4" continuous hose (200 psi), remote valve & [3] Hose Nozzles ([1] wide fan, [1] narrow fan, [1] long distance)
<i>T75 Additional Options</i>		
A7738-002	Airflush	Airflush [requires connection to external air compressor]
A7736-002	Spare Tire	Spare tire and wheel, mounted & bolted on

2026 FINN CORPORATION DOMESTIC EQUIPMENT PRICELIST

Rev. 0- Effective 01.05.2026

Item	Description	MSRP <small>USD</small>
<b>T90 &amp; T120 HYDROSEEDER</b>		
<b>T90T (A7396-001)</b>	Tank Size	940 liquid capacity, 800 working capacity 82,390
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final
	Tower/Guard Rail	Operator platform & discharge gun assembly
	Nozzles	[1] wide fan, [1] narrow fan, [2] long distance
	Controls	Ground level controls
	Mount	Trailer w/ electric brakes & DOT lights
	Hitch	Standard pintle hitch [ball hitch not optional]
<b>T90T Full Deck (A8218-001)</b>	Tank Size	940 liquid capacity, 800 working capacity 83,900
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final
	Tower/Guard Rail	Operator platform and gun assembly with <b>FULL deck rails</b>
	Nozzles	[1] wide fan, [1] narrow fan, [2] long distance
	Controls	Ground level controls
	Mount	Trailer w/ electric brakes & DOT lights
	Hitch	Standard pintle hitch [ball hitch not optional]
<b>T90S (A7394-001)</b>	Tank Size	940 liquid capacity, 800 working capacity 75,450
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final
	Tower/Guard Rail	Operator platform and gun assembly with <b>FULL deck rails</b>
	Nozzles	[1] wide fan, [1] narrow fan, [2] long distance
	Controls	Ground level controls
	Mount	skid
<b>T120T (A7399-001)</b>	Tank Size	1180 liquid capacity, 1000 working capacity 88,865
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final
	Tower/Guard Rail	Operator platform and discharge gun assembly with guard rails
	Nozzles	[1] wide fan, [1] narrow fan, [2] long distance
	Controls	Ground level controls
	Mount	Trailer w/ electric brakes & DOT lights
	Hitch	Standard pintle hitch [ball hitch not optional]
<b>T120GN (A7401-001)</b>	Tank Size	1180 liquid capacity, 1000 working capacity 95,420
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final
	Tower/Guard Rail	Operator platform and discharge gun assembly with guard rails
	Nozzles	[1] wide fan, [1] narrow fan, [2] long distance
	Controls	Ground level controls
	Mount	Gooseneck trailer w/ electric brakes & DOT lights
<b>T120S (A7397-001)</b>	Tank Size	1180 liquid capacity, 1000 working capacity 82,600
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final
	Tower/Guard Rail	Operator platform and discharge gun assembly with guard rails
	Nozzles	[1] wide fan, [1] narrow fan, [2] long distance
	Controls	Ground level controls
	Mount	Skid
<b>T90/T120 Additional Options</b>		
061273H-1-1/4-02	Hose Reel Package	Hydraulic hose reel, 200' x 1-1/4" hose [300 psi], nozzles, valve 8,240
061401-01	Airflush	Airflush [requires connection to external air compressor] 1,300
061023	Hardened Pump	Nitride treated pump case, impeller, wear plate [new build req'd] 1,265
061445	Hitch Extension	T90T/T120 hitch extension 20" long 925
A8020-003	Spare Tire	T90T spare wheel/tire, mounted 700
A8020-002	Spare Tire	T120T spare wheel/tire, mounted 700
A8122-002	Spare Tire	T120GN spare wheel/tire, mounted 700
xxxxxx	Stainless T120S	T120 skid design w/ stainless tank, lid, & agitator [ss is blast finish, carbon parts painted black] Call RSM for Price
xxxxxx	Stainless T120T	T120 trailer (bumper pull) design w/ stainless tank, lid, & agitator [SS is blast finish, carbon parts painted black] Call RSM for Price
xxxxxx	Stainless T120GN	T120 trailer (Gooseneck) design w/ stainless tank, lid, & agitator [SS is blast finish, carbon parts painted black] Call RSM for Price

2026 FINN CORPORATION DOMESTIC EQUIPMENT PRICELIST

Rev. 0- Effective 01.05.2026

Item	Description	MSRP <small>USD</small>
<b>LF120 HYDROSEEDER</b>		
<b>LF120 (A7400-001)</b>	Tank Size	1180 liquid capacity, 1000 working capacity
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final
	Tower/Guard Rail	Operator platform and discharge gun assembly with guard rails
	Nozzles	[1] wide fan, [1] narrow fan, [2] long distance
	Controls	Ground level controls
	Mount	Trailer on heavy duty axles and high flotation tires
	Hitch	Standard pintle hitch [ball hitch not optional]
	Other	Engine/fuel tank skid plates, full deck railings, 20" hitch extension
<b>LF120 Additional Options</b>		
061273H-1-1/4-02	Hose Reel Package	Hydraulic hose reel, 200' x 1-1/4" hose [300 psi], nozzles, valve
061401-01	Airflush	Airflush [requires connection to external air compressor]
061023	Hardened Pump	Nitride treated pump case, impeller, wear plate [new build req'd]
061296	Foam Fill Service	Foam filling service for [4] high flotation tubeless tires
XXXXXX	Stainless LF120	LF120 tank, lid, & agitator [stainless is blast finish, carbon parts painted black]
		Call RSM for Price
<b>T170 HYDROSEEDER</b>		
<b>T170 (T170-35)</b>	Tank Size	1750 liquid capacity, 1500 working capacity
	Engine	65hp Cummins Turbo Diesel QSF2.8 Tier IV Final
	Tower/Guard Rail	Operator platform and discharge gun assembly with guard rails
	Nozzles	[2] wide fan, [2] narrow fan, [2] long distance
	Mount	Skid [truck mounting optional]
<b>T170 Additional Options</b>		
061329H-1-1/4-01	Hose Reel Package	Hydraulic hose reel [3 position pivoting, UV shield] 200' x 1-1/4" rubber hose [300 psi], nozzles, remote valve
061329H-1-1/2-01	Hose Reel Package	Hydraulic hose reel [3 position pivoting, UV shield] 200' x 1-1/2" rubber hose [300 psi], nozzles, remote valve
061409-01	Ground Level Controls	Engine throttle and clutch control from ground, with standard platform location
061356-01	Airflush	Airflush system [requires truck air supply & addition of 3-5 gallon auxiliary tank for proper flushing]
061306	Hardened Pump	Nitride treated pump case, impeller, wear plate [new build req'd]
061300	Fill Port Add	Add second fill port on drivers side at front of tank
A6306-001	Radio Remote w/out GLC	Remote control for throttle and pump functions **Does NOT work w/ 061409-01: GLC Option**
A6307-001	Radio Remote w/GLC	Remote control for throttle and pump functions **Includes (061409-01) GLC control box**
011562	Truck Mount Kit	Truck spring mount kit
061436	Stainless T170	Tank & lid [stainless is blast finish, carbon parts painted black]
		Call RSM for Price
061437	Stainless T170	T170 SS agitators
		Call RSM for Price

**2026 FINN CORPORATION DOMESTIC EQUIPMENT PRICELIST**

Rev. 0- Effective 01.05.2026

Item	Description	MSRP <small>USD</small>
<b>T330 HYDROSEEDER</b>		
<b>T330 (A5442-001)</b>	Tank Size	3350 liquid capacity, 3000 working capacity
	Engine	134HP John Deere 4045HFC04 Tier IV Final turbo diesel
	Tower/Guard Rail	Operator platform and discharge gun assembly with guard rails
	Nozzles	[2] wide fan, [2] narrow fan, [2] long distance
	Mount	Skid
	Other	5" X 2.5" centrifugal pump
		38 gal. fuel tank
		Reversible, variable speed agitators with liquid recirculation
		Ground level controls
		Truck spring mount kit is included (FINN P/N:011562)
<b>T400 HYDROSEEDER</b>		
<b>T400 (B0478-001)</b>	Tank Size	3975 liquid capacity, 3600 working capacity
	Engine	134HP John Deere 4045HFC04 Tier IV Final turbo diesel
	Tower/Guard Rail	Operator platform and discharge gun assembly with guard rails
	Nozzles	[2] wide fan, [2] narrow fan, [2] long distance
	Mount	Skid
	Other	5" X 2.5" centrifugal pump
		38 gal. fuel tank
		Reversible, variable speed agitators with liquid recirculation
		Ground level controls
		Truck spring mount kit is included (FINN P/N:011562)
<b>T330 &amp; T400 Additional Options</b>		
A5410-002	Hose Reel Package	Hydraulic hose reel, 200' x 1-1/4" rubber hose [300psi], nozzles, remote valve
		10,500
A5410-003	Hose Reel Package	Hydraulic hose reel, 200' x 1-1/2" rubber hose [300psi], nozzles, remote valve
		11,250
A5435-002	Radio Remote	Remote control for throttle and pump functions
		3,170
A5436-002	Airflush	Airflush system [requires truck air supply & addition of 3-5 gallon auxiliary tank for proper flushing]
		1,460
A5319-002	Hardened Pump	Nitride treated pump case, impeller, wear plate [new build req'd]
		1,430
A5434-003	Fill Port Add	Add second fill port on drivers side at front of tank [not available on stainless steel]
		2,420
A5380-003	Rear Spray Bar w/ Hose Reel	Pressurized rear spray bar [3 nozzles]
		5,794
A5380-004	Rear Spray Bar w/out Hose Reel	Pressurized rear spray bar [3 nozzles]
		5,794
T330SSA	Stainless T330	Stainless Steel Tank, Lids, & Agitators
		Call RSM for Price

**2026 FINN CORPORATION DOMESTIC EQUIPMENT PRICELIST**

*Rev. 0- Effective 01.05.2026*

Item	Description	MSRP <small>USD</small>
<b>MBL1 MATERIAL BLOWER</b>		
<b>MBL1 (A6912-001)</b>	Hopper Capacity	40,500
	Engine	23 hp Vanguard EFI Gas Engine
	Blower	500 cfm @ 7 psi
	Mount	Skid
	Hose	Manual reel w/ 100' x 4" EcoStrike w/ spin-on couplers
	Other	12v electrical system, 3 function/radio remote control operation [engine rpm and material feed]
<b>MBL1 Additional Options</b>		
A6912-002	Trailer Option	2,500
<b>MBM3 MATERIAL BLOWER</b>		
<b>MBM3 (A8812-001)</b>	Hopper Capacity	92,000
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final
	Blower	500 cfm @ 10 psi
	Mount	Skid
	Hose	Hydraulic reel w/ 100' x 4" and 50' x 4" EcoStrike w/ spin-on couplers
	Other	12v electrical system, 3 function/radio remote control operation [engine rpm and material feed]
<b>MBM3 Additional Options</b>		
A8820-002	Standard Duty Hose	500
A8825-001	Trailer	6,520
A8826-001	Feed Chute	1,350
A8827-002	Dust Suppression 1	875
A8827-003	Dust Suppression 2	2,250
A8828-002	Work Lights	480
<b>MBH6 MATERIAL BLOWER</b>		
<b>MBH6 (A2548-001)</b>	Hopper Capacity	144,990
	Engine	67HP Yanmar 4TNV98CT Tier IV Final
	Blower	750 cfm @ 12 psi
	Mount	Skid
	Hose	Hydraulic reel w/ 100' x 4" and 50' x 4" standard duty hoses w/ quick couplers
	Other	[3] function radio remote control operation [engine rpm, material feed on/off, variable material control] 6' x 4" hot air lead hose and electric tarp Dust suppression (requires external water source)
<b>MBH6 Additional Options</b>		
052952	Severe Duty Hose	1,200
A2578-002	Hose Swap	1,240
A2578-003	Hose Swap	450
A2578-004	Hose Swap	1,050
A5466-001	Lighting Package	1,185
A4330-002	Feed Chute	1,150
A6401-002	Trailer	11,760
B0606-001	On-Board Tank	2,525
<b>MBX MATERIAL BLOWER</b>		
<b>MBX</b>	Hopper Capacity	280,265
	Engine	134HP John Deere 4045HFC04 Tier IV Final turbo diesel
	Blower	1250 cfm @ 14 psi
	Mount	Skid
	Hose	hydraulic reel w/ [1] 100' and [2] 50' sections x 4" standard duty hoses w/ quick couplers
	Other	[6] function/radio remote control operation [blower rpm, material feed on/off, variable floor speed, in/out power hose reel, on/off seed injection and emergency stop] 6' x 4" hot air lead hose Electric tarp Dust suppression [requires external water source or addition of on-board water option]
<b>MBX Additional Options</b>		
HC2	Hose Conversion	1,950
HC3	Hose Conversion	800
HC4	Hose Conversion	2,500
EXT6	Extension Kit	10,400
EXT6-SL	Extension Kit	11,960
EXT12	Extension Kit	20,250
EXT12-SL	Extension Kit	23,520
Floor	Floor	3,400
HA	Hardened Airlock	4,260
OBT	On-Board Tank	2,530
SI	Seed Injection	14,850
MBLP	Lighting Package	1,150
SP	Skid Plate	1,440

**2026 FINN CORPORATION DOMESTIC EQUIPMENT PRICELIST**

*Rev. 0 - Effective 01.05.2026*

Item	Description	MSRP <small>USD</small>
<b>4" MATERIAL BLOWER HOSE &amp; FITTINGS</b>		
B0170-050	EcoStrike Hose 4" x 50' EcoStrike hose (Green) w/out couplers	610
B0170-100	EcoStrike Hose 4" x 100' EcoStrike hose (Green) w/out couplers	1,220
B0172-050	Standard Duty Hose 4" x 50' Standard duty hose (Gray) w/out couplers	880
B0172-100	Standard Duty Hose 4" x 100' Standard duty hose (Gray) w/out couplers	1,760
055398B	Standard Duty Hose w/ couplers 4" x 50' Standard duty hose (Gray) w/ internal banded couplers	1,290
055399B	Standard Duty Hose w/ couplers 4" x 100' Standard duty hose (Gray) w/ internal banded couplers	2,170
052952	Severe Duty Hose w/ couplers 4" x 50' Severe duty hose (Red) w/ internal banded couplers	1,200
052965	Severe Duty Hose w/ couplers 4" x 100' Severe duty hose (Red) w/ internal banded couplers	2,200
045304	Hot Air Hose, 4" 4" Hot Air Hose w/out couplers	420
B0168-001	Hose Connector 4" Spin-on connector, Full Flow, Female, Camlock	145
B0169-001	Hose Connector 4" Spin-on connector, Full Flow, Male, Camlock	145
055374	Hose Connector 4" Nyglass Adapter, Male (Threads onto machine side)	67
055374A	Hose Connector 4" NPT Aluminum Coupler, Male, Camlock (Hot Air Hose Fitting)	31
055375A	Hose Connector 4" NPT Aluminum Coupler, Female Camlock (Hot Air Hose Fitting)	54
B0563-001	Hose Connector 4" Quik-Set, M/F coupler set, Aluminum w/ set screw	225
B0564-001	Machine Hose Coupler Adapter 4" Quik-Set, thread on machine adapter	110
<b>5" MATERIAL BLOWER HOSE &amp; FITTINGS</b>		
B0219-050	EcoStrike Hose 5" x 50' EcoStrike Hose (Green) w/out couplers	950
B0219-100	EcoStrike Hose 5" x 100' EcoStrike Hose (Green) w/out couplers	1,850
052744B	Standard Duty Hose w/ couplers 5" x 50' Standard Duty hose (Gray) w/ quick couplers	1,715
052745B	Standard Duty Hose w/ couplers 5" x 100' Standard Duty hose (Gray) w/ quick couplers	3,230
052958	Severe Duty Hose w/ couplers 5" x 50' Severe Duty hose (Red) w/ quick couplers	2,205
045307	Hot Air Hose, 5" 5" Hot Air Hose w/out couplers	727
B0229-001	Hose Connector 5" Spin-on connector, Full Flow, Male	195
B0230-001	Hose Connector 5" Spin-on connector, Full Flow, Female	195
012306	Hose Connector 5" NPT Aluminum Coupler, Male (Hot Air Hose Fitting)	41
052379	Hose Connector 5" NPT Aluminum Coupler, Female (Hot Air Hose Fitting)	63
B0565-001	Hose Connector 5" Quik-Set, M/F coupler set, Aluminum w/ set screw	285
B0566-001	Machine Hose Coupler Adapter 5" Quik-Set, thread on machine adapter	120
<b>MATERIAL BLOWER HOSE WEIGHTS</b>		
	4" EcoStrike Blower Hose (Green) = .93 lbs. / ft.	
	4" FINN Standard Duty Hose (Gray) = 1.16 lbs. / ft.	
	4" FINN Severe Duty Hose (Red) = 1.48 lbs. / ft.	
	5" EcoStrike Blower Hose (Green) = 1.0 lbs. / ft.	
	5" FINN Standard Duty Hose (Gray) = 1.7 lbs. / ft.	
	5" FINN Severe Duty Hose (Red) = 1.85 lbs. / ft.	
<b>MATERIAL BLOWER HOSE ATTACHMENTS</b>		
053075AM	Diffuser Cone 4" Red Diffuser Cone Assembly	442
061066	5 x 4 Aluminum Adapter Asm. 5" x 4" Aluminum Adapter Assembly	1,439
061392	Filter Sock Cone Filler cone for 8" Sock	800
061337	Filter Sock Cone Filler cone for 12" Sock	1,152
061336	Filter Sock Cone Filler cone for 18" Sock	1,173
061389	Filter Sock Cone Filler cone for 24" Sock	1,519
061390	Filter Sock Cone Filler cone for 32" Sock	1,645
EB9901000	Berm Maker Compost Berm Maker	2,050

**2026 FINN CORPORATION DOMESTIC EQUIPMENT PRICELIST**

Rev. 0 - Effective 01.05.2026

Item	Description	MSRP <small>USD</small>
<b>B40 STRAW BLOWER</b>		
<b>B40 (B40-13)</b>	Discharge Head	360° rotation, 50° vertical travel
	Engine	20.5 hp Kohler Command Gas, electric start
	Feed Tray	Horizontal, collapsible feed tray
	Mount	Skid with forklift channels
	Blower	17" blower fan with 6 fan blades
		17,075
<b>B40 Additional Options</b>		
061361	Custom Trailer Package	Independent suspension, 2500 lb. rubber torsion axle, 20.5 x 8 x 10 highway tread tires, fenders, DOT highway lights, expanded metal grating, safety rails, parking jack, 2" ball hitch, electric brakes w/ breakaway switch
		5,775
061452	Discharge Hose	100' x 6" w/ clamp and handle
		2,170
061105	Discharge Hose	50' x 6" w/ clamp and handle
		1,470
<b>B70 STRAW BLOWER</b>		
<b>B70T (B70T-44)</b>	Discharge Head	360° rotation, 50° vertical travel
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final
	Feed Tray	Horizontal, collapsible feed tray w/ adjustable height
	Mount	Trailer with electric brakes and DOT lights
	Blower	21" blower fan with 6 fan blades
	Hitch	Standard pintle hitch [2" ball option #061449-n/c]
		45,310
<b>B70RH (B70RH-39)</b>	Discharge Head	360° rotation, 50° vertical travel
	Engine	35.1 hp Yanmar 3TNV88C-DYEM Tier IV Final
	Feed Tray	Right hand feed horizontal, collapsible feed tray adjustable height
	Mount	Skid
	Blower	21" blower fan with 6 fan blades
		41,760
<b>B70 Additional Options</b>		
021491	Discharge Hose	50' x 8" w/ clamp and handle
		1,890
<b>B230 STRAW BLOWER</b>		
<b>B230 (A5803-001)</b>	Discharge Head	359° horizontal rotation, 40° vertical travel
	Engine	72 hp (53.7 kW) YANMAR 4TNV98CT-NVT Turbo Diesel
	Production Capacity	Up to 20 tons/ hr
	Discharge Distance	90 ft.
	Feed Tray	Hydraulic powered conveyor chain
	Trailer	TANDEM rubber torsion axles w/ electric brakes, DOT lights and ST225/90D16 load range E tires
	Blower	Dynamically balanced 30" blower fan with 6 fan blades
	Other	Pintle hitch
		84,875
<b>B230 Additional Options</b>		
A7236-001	Dust Suppression	115 gallon dual tank system with 4 wide-spray nozzles, 5 gpm pump, and operator station mounted flow-control panel
		4,850
A5808-001	Seat Belt	Seat belt
		120
A5807-001	Spare Tire	Spare tire and wheel, mounted
		540
<b>KRIMPER</b>		
<b>KR6PQ</b>	Coulter Blades	9 blades spaced at 8"
	Ballast Boxes	2 boxes constructed from 3/16" steel
	Axle	1" square carbon steel gangbolt w/ locking nut and tension washer
	Axle Bearings	3 bearings
	Model	6' krimper w/ 3-point hitch
		10,120
<b>KR8PQ</b>	Coulter Blades	12 blades spaced at 8"
	Ballast Boxes	2 boxes constructed from 3/16" steel
	Axle	1" square carbon steel gangbolt w/ locking nut and tension washer
	Axle Bearings	4 bearings
	Model	8' krimper w/ 3-point hitch
		16,225
<b>KR8HQ</b>	Coulter Blades	12 blades spaced at 8"
	Ballast Boxes	2 boxes constructed from 3/16" steel
	Axle	1" square carbon steel gangbolt w/ locking nut and tension washer
	Axle Bearings	4 bearings
	Model	8' hydraulic krimper w/ hoses and tires
		18,180
<b>KR16HQ</b>	Coulter Blades	24 blades [12 on main frame, 6 on each wing]
	Ballast Boxes	2 boxes constructed from 3/16" steel
	Axle	1" square carbon steel gangbolt w/ locking nut and tension washer
	Axle Bearings	10 bearings [6 on main frame and 2 on each wing]
	Model	16' hydraulic krimper w/ hoses and tires
		35,485

Order Date: TBD

Customer PO#

Location # 01  
CE Area Manager: Casey Meyer

Purchaser's Full Company Name: City of San Diego Environmental Services Department  
 Business Mailing Address: 9601 Ridgehaven Ct  
 City / State / Zip: San Diego, CA 92123  
 Phone: 858-492-5058 Fax: \_\_\_\_\_ Email: ebaskin@sandiego.gov  
 Delivery to be Made on or Before: \_\_\_\_\_ or as soon thereafter as possible.  
 Delivery Address: 5180 Convoy St, San Diego, CA 92111

CONDITION			MAKE, MODEL, DESCRIPTION, EQ#	SERIAL NO.	PRICE USD
New	Used	RTL			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FiNN MBM3 Material Blower (On Board Water & Trailer Setup)	TBD	\$ 100,770.00
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FiNN Sourcwell Agreement #070821-FNN & Contract #150786		-\$ 5,038.50
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Warranty Reserve & Pre-Delivery Inspection		\$ 2,346.01
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Freight		\$ 4,900.00
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fuel		\$ 216.00
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Red Difuser Cone (w/ Sourcewell Discount Applied)		\$ 419.90

**WARRANTY ON EQUIPMENT**

Warranty coverage on the equipment covered by this order, if any, has been explained to Purchaser. The warranty coverage is outlined below and indicated by the box checked.

**NEW MANUFACTURER WARRANTY:**  
 AS PROVIDED BY MANUFACTURER and Detailed under separate agreement.  
 **EXTENDED WARRANTY** Exp. Date: \_\_\_\_\_

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**USED AS IS**  
 USED - THE PURCHASER STATES THAT THE EQUIPMENT HAS BEEN EXAMINED; it is fit for the purpose intended and the Purchaser is buying the equipment AS IS, unless otherwise specified in writing below and approved by Management. Clairemont Equipment Company makes NO WARRANTIES, EXPRESSED OR IMPLIED as to its fitness for any particular purpose.

Exceptions: \_\_\_\_\_  CE Initials

SUBTOTAL of Equipment	\$ 103,613.41
SALES TAX .0775	\$ 8,030.04
<b>TOTAL SELL PRICE</b>	<b>\$ 111,643.45</b>
Cash Down Payment	
Trade Down Payment <small>See Addendum A for Trade Details if applicable.</small>	
Shipping	
<b>CASH DUE on DELIVERY</b>	<b>\$ 111,643.45</b>

Comments - Conditions - Terms: \_\_\_\_\_

This is a cash transaction. If the purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees:

- (1) to make payments to the Seller's/Lenders Accounts Receivable Agreement, which is incorporated into this Contract by reference, and
- (2) that Seller retains a security interest in the goods described herein until all obligations of purchaser are paid in full and discharged.

**NOTICE TO PURCHASER**

1. Caution. Do not sign this Contract before you thoroughly read this agreement and the terms & conditions on page 2 of this document even if otherwise advised.
2. You are entitled to an exact and completely filled in copy of this Contract when you sign it. Keep it to protect your legal rights.
3. Seller's signature by President of the Company is required for final acceptance of your Contract.

THE ADDITIONAL TERMS & CONDITIONS SET FORTH ON THE NEXT PAGE HEREOF ARE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE. Signature of the Contract hereby constitutes a sale.

WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov

Purchaser Signature

Date

Accepted By President

Date

## SALES CONTRACT TERMS & CONDITIONS

**PRICES:** This quotation is based on current selling prices FOB point of shipment indicated for merchandise specified. If inland freight, ocean freight, marine insurance or other forwarding charges are included, they are estimated without obligation to the seller. Any increase in selling prices, freight charges, marine insurance, forwarding charges, and/or applicable U.S. or foreign taxes, duties or other levies, imposed subsequent to the date of this quotation, or by pro forma invoice, and/or are in effect at the time of shipment are for the purchaser's account and shall be paid by purchaser. Stenographical, typographical, and clerical errors are subject to correction by seller.

**ACCEPTANCE OF ORDER:** The purchaser's order for all merchandise covered by this quotation shall become effective only upon written acceptance by an officer or general manager of seller. Until acceptance by seller, this quotation is subject to change or withdrawal without prior notice. Seller's sales representatives are not authorized to bind seller to any terms of agreement, including, but not limited to, the terms of this quotation.

**TAXES & DUTIES:** Any taxes or other charges which the seller may be required to pay under any existing or future laws, upon or with respect to the sale, purchase, delivery, storage, processing, use consumption or transportation of any of the materials, equipment, or other merchandise covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the purchaser who shall promptly pay the amount thereof to seller upon demand.

**PAYMENT:** All prices quoted are payable in United States Dollars, unless otherwise provided in writing on reverse side of this document. All letter of credit charges, service fees, bank charges and/or other financing costs are for the purchaser's account, and shall be reimbursed prior to seller's delivery of the merchandise identified herein to buyer.

**DEPOSIT:** Any unit of merchandise sold with special options, including but not limited to remote controls, special paint, and/or mounted on purchaser's vehicles, shall be subject to a non-refundable deposit of twenty percent (20%) of the quoted sales price, to be paid to seller prior to purchaser's order being placed or booked. In the event no special options are ordered by purchaser, purchaser shall pay seller a non-refundable deposit of ten percent (10%) of the quoted sales price prior to seller placing or booking purchaser's order.

**SHIPPING SCHEDULES:** Shipping schedules are approximate only and are based upon prompt receipt of all necessary order information from buyer and the availability of equipment, parts, material and accessories from seller's suppliers.

**FORCE MAJEUR - INABILITY TO PERFORM:** The seller is not liable for any loss, damage, delay, necessary substitution of materials, or default in the manufacture or delivery of the articles ordered which result from causes beyond seller's reasonable control, including, but not limited to, strikes, lockouts, differences with workmen, fire, wars, acts of God, or of a public enemy, insurrection, riot, freight embargo, lack of storage of necessary materials, or delays caused by transportation facilities, act of purchaser, labor shortages, or acts of manufactures, suppliers, foreign or local government or military authorities and/or factors pertaining but not limited to preference priorities, allocations on order or production, labor or supply permits.

**CANCELLATION:** Seller reserves the right to cancel in its sole discretion any order without liability, if due to causes or conditions excusable under the "Force Majeure - Inability to Perform clause, the time of delivery is extended more than six months beyond the estimated delivery dates originally quoted. The purchaser may cancel an order, if such cancellation is agreed to in writing by seller and upon payment by purchaser for all merchandise previously shipped and, in addition, the payment by purchaser of any and all cancellation charges as to undelivered merchandise, which charges are imposed upon the seller by the manufacturer or supplier of said canceled merchandise (non-cancelable items). In the event an item of merchandise is noncancelable, seller may, at seller's sole discretion, apply purchaser's deposit to such cancellation charges and purchaser shall remain liable to seller for the cost of any non-cancelable item not covered by said deposit.

**WARRANTIES:** THE EQUIPMENT IS SOLD AS IS. SELLER MAKES NO EXPRESS NOR IMPLIED WARRANTY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE AS TO THE MERCHANDISE PROVIDED, HOWEVER, THAT SELLER SHALL MAKE AVAILABLE TO BUYER TO THE EXTENT PROVIDED BY THE MANUFACTURER OF THE MERCHANDISE, SOLELY ON BEHALF OF THE MANUFACTURER, ANY WARRANTY PROVIDED BY THE MANUFACTURER. IN THE CASE OF USED EQUIPMENT, SELLER, AT ITS SOLE DISCRETION, MAY PROVIDE ON THE REVERSE SIDE HEREOF AN EXPRESS WARRANTY LIMITED TO REPLACEMENT OF PARTS WHICH SELLER, IN ITS SOLE DISCRETION, DETERMINES TO BE DEFECTIVE. SUCH WARRANTY SHALL BE LIMITED TO THE PERIOD SPECIFIED THEREIN. In the event the equipment fails to fulfill the warranty or warranties as provided herein, seller's liability shall be limited to that provided to such warranty or warranties. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OR DAMAGE CAUSED BY THE IMPROPER OPERATION OF THE EQUIPMENT, OR DUE TO THE MAINTENANCE OR MECHANICAL ADJUSTMENT OF THE EQUIPMENT AFTER DELIVERY TO PURCHASER. Purchaser hereby assumes liability for, and agrees to defend and save seller harmless, from any and all claims of liability, loss or damage arising out of purchaser's operation, use or possession of the equipment, including, but not limited to, any claims for property damage or personal injury.

**PURCHASE ORDER:** If this quotation is accepted and buyer signs this purchase order for that purpose, it is expressly agreed that the terms and conditions herein set forth shall prevail insofar as they may in any way conflict with the terms and conditions of buyer's separate purchase order form, and by the issuance of such purchase order by buyer, buyer shall be deemed to have agreed to the foregoing. Signature on this quotation reflects acceptance as a purchase order and constitutes a sale regardless of buyer's issuance of a separate purchase order or not.

**CONTRACT TERMS & CONDITIONS:** The terms and conditions set for above and elsewhere as part of this quotation shall, when accepted by purchaser, through submission of its purchase order or otherwise, shall constitute the entire agreement between the parties and no modifications or alterations thereof shall be valid or effective unless embodied in a written proposal executed by duly-authorized representatives of both parties. All stipulations, agreements and conditions contained in this contract are to apply to and bind the heirs, executors, administrators and/or successors and assigns of the respective parties hereto. California Air Resources Board (CARB) regulates certain engine types and fleet mixes, Claremont Equipment makes no warranty as to equipment sold being proper to your fleet or meeting current California Air Resources Board.

**GOVERNING LAW:** This agreement shall be governed by, construed and enforced in accordance with the law of the State of California and the courts of the State of California shall have jurisdiction of all matters arising out this quotation or any agreement created by the sellers' acceptance of this quotation.

**SEVERABILITY:** In the event that any condition or covenant of this quotation after acceptance by seller, is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this quotation/agreement and shall in no way effect any other covenant or condition of this quotation/agreement. If any condition, covenant, or other provision herein, is deemed invalid due to its scope of breadth, the condition, covenant or provision shall be deemed valid to the extent permitted by law.

**WAIVER AND AMENDMENT:** No breach of any provision can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision. This quotation/agreement may be modified only by written agreement executed by all parties hereto.

**ATTORNEY'S FEE & COSTS:** In the event it becomes necessary to engage the services of an attorney to enforce any of the provisions of this agreement or to affect collection of any amount due hereunder, the prevailing party shall recover reasonable attorney's fees and all costs otherwise provided by law. The prevailing party to any litigation as described above to enforce this agreement shall also be entitled to said party's reasonable costs and attorneys' fees incurred in enforcing judgment. It is expressly recognized, acknowledged and agreed by the parties that post-judgment attorneys' fees, as provided for in this paragraph shall not be merged into or extinguished by any judgment entered in litigation arising out of this agreement.

WARNING: Cancer and Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

Order Date: <b>TBD</b>	Customer PO#	Location # <b>01</b>
		CE Area Manager: <b>Casey Meyer</b>

Purchaser's Full Company Name: **City of San Diego Environmental Services Department**  
 Business Mailing Address: **9601 Ridgehaven Ct**  
 City / State / Zip: **San Diego, CA 92123**  
 Phone: **858-492-5058** Fax: \_\_\_\_\_ Email: **ebaskin@sandiego.gov**  
 Delivery to be Made on or Before: \_\_\_\_\_ or as soon thereafter as possible.  
 Delivery Address: **5180 Convoy St, San Diego, CA 92111**

CONDITION			MAKE, MODEL, DESCRIPTION, EQ#	SERIAL NO.	PRICE USD
New	Used	RTL			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FiNN MBH6 Material Blower (On Board Water & Trailer Setup)	TBD	\$ 157,250.00
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FiNN Sourcwell Agreement #070821-FNN & Contract #150786		-\$ 7,862.50
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Warranty Reserve & Pre-Delivery Inspection		\$ 3,352.03
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Freight		\$ 5,800.00
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fuel		\$ 229.50
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

**WARRANTY ON EQUIPMENT**

Warranty coverage on the equipment covered by this order, if any, has been explained to Purchaser. The warranty coverage is outlined below and indicated by the box checked.

**NEW MANUFACTURER WARRANTY:**  
 AS PROVIDED BY MANUFACTURER and Detailed under separate agreement.  
 **EXTENDED WARRANTY** Exp. Date: \_\_\_\_\_

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**USED AS IS**

USED - THE PURCHASER STATES THAT THE EQUIPMENT HAS BEEN EXAMINED; it is fit for the purpose intended and the Purchaser is buying the equipment AS IS, unless otherwise specified in writing below and approved by Management. Clairemont Equipment Company makes NO WARRANTIES, EXPRESSED OR IMPLIED as to its fitness for any particular purpose.

Exceptions: \_\_\_\_\_

CE Initials

SUBTOTAL of Equipment	\$ 158,769.03
SALES TAX .0775	\$ 12,304.60
<b>TOTAL SELL PRICE</b>	<b>\$ 171,073.63</b>
Cash Down Payment	
Trade Down Payment <small>See Addendum A for Trade Details if applicable.</small>	
Shipping	
<b>CASH DUE on DELIVERY</b>	<b>\$ 171,073.63</b>

Comments - Conditions - Terms: \_\_\_\_\_

This is a cash transaction. If the purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees:  
 (1) to make payments to the Seller's/Lenders Accounts Receivable Agreement, which is incorporated into this Contract by reference, and  
 (2) that Seller retains a security interest in the goods described herein until all obligations of purchaser are paid in full and discharged.

**NOTICE TO PURCHASER**

- Caution. Do not sign this Contract before you thoroughly read this agreement and the terms & conditions on page 2 of this document even if otherwise advised.
- You are entitled to an exact and completely filled in copy of this Contract when you sign it. Keep it to protect your legal rights.
- Seller's signature by President of the Company is required for final acceptance of your Contract.

THE ADDITIONAL TERMS & CONDITIONS SET FORTH ON THE NEXT PAGE HEREOF ARE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE. Signature of the Contract hereby constitutes a sale.  
 WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov

Purchaser Signature \_\_\_\_\_ Date \_\_\_\_\_ Accepted By President \_\_\_\_\_ Date \_\_\_\_\_

## SALES CONTRACT TERMS & CONDITIONS

**PRICES:** This quotation is based on current selling prices FOB point of shipment indicated for merchandise specified. If inland freight, ocean freight, marine insurance or other forwarding charges are included, they are estimated without obligation to the seller. Any increase in selling prices, freight charges, marine insurance, forwarding charges, and/or applicable U.S. or foreign taxes, duties or other levies, imposed subsequent to the date of this quotation, or by pro forma invoice, and/or are in effect at the time of shipment are for the purchaser's account and shall be paid by purchaser. Stenographical, typographical, and clerical errors are subject to correction by seller.

**ACCEPTANCE OF ORDER:** The purchaser's order for all merchandise covered by this quotation shall become effective only upon written acceptance by an officer or general manager of seller. Until acceptance by seller, this quotation is subject to change or withdrawal without prior notice. Seller's sales representatives are not authorized to bind seller to any terms of agreement, including, but not limited to, the terms of this quotation.

**TAXES & DUTIES:** Any taxes or other charges which the seller may be required to pay under any existing or future laws, upon or with respect to the sale, purchase, delivery, storage, processing, use consumption or transportation of any of the materials, equipment, or other merchandise covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the purchaser who shall promptly pay the amount thereof to seller upon demand.

**PAYMENT:** All prices quoted are payable in United States Dollars, unless otherwise provided in writing on reverse side of this document. All letter of credit charges, service fees, bank charges and/or other financing costs are for the purchaser's account, and shall be reimbursed prior to seller's delivery of the merchandise identified herein to buyer.

**DEPOSIT:** Any unit of merchandise sold with special options, including but not limited to remote controls, special paint, and/or mounted on purchaser's vehicles, shall be subject to a non-refundable deposit of twenty percent (20%) of the quoted sales price, to be paid to seller prior to purchaser's order being placed or booked. In the event no special options are ordered by purchaser, purchaser shall pay seller a non-refundable deposit of ten percent (10%) of the quoted sales price prior to seller placing or booking purchaser's order.

**SHIPPING SCHEDULES:** Shipping schedules are approximate only and are based upon prompt receipt of all necessary order information from buyer and the availability of equipment, parts, material and accessories from seller's suppliers.

**FORCE MAJEUR - INABILITY TO PERFORM:** The seller is not liable for any loss, damage, delay, necessary substitution of materials, or default in the manufacture or delivery of the articles ordered which result from causes beyond seller's reasonable control, including, but not limited to, strikes, lockouts, differences with workmen, fire, wars, acts of God, or of a public enemy, insurrection, riot, freight embargo, lack of storage of necessary materials, or delays caused by transportation facilities, act of purchaser, labor shortages, or acts of manufactures, suppliers, foreign or local government or military authorities and/or factors pertaining but not limited to preference priorities, allocations on order or production, labor or supply permits.

**CANCELLATION:** Seller reserves the right to cancel in its sole discretion any order without liability, if due to causes or conditions excusable under the "Force Majeure – Inability to Perform clause, the time of delivery is extended more than six months beyond the estimated delivery dates originally quoted. The purchaser may cancel an order, if such cancellation is agreed to in writing by seller and upon payment by purchaser for all merchandise previously shipped and, in addition, the payment by purchaser of any and all cancellation charges as to undelivered merchandise, which charges are imposed upon the seller by the manufacturer or supplier of said canceled merchandise (non-cancelable items). In the event an item of merchandise is noncancelable, seller may, at seller's sole discretion, apply purchaser's deposit to such cancellation charges and purchaser shall remain liable to seller for the cost of any non-cancelable item not covered by said deposit.

**WARRANTIES:** THE EQUIPMENT IS SOLD AS IS. SELLER MAKES NO EXPRESS NOR IMPLIED WARRANTY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE AS TO THE MERCHANDISE PROVIDED, HOWEVER, THAT SELLER SHALL MAKE AVAILABLE TO BUYER TO THE EXTENT PROVIDED BY THE MANUFACTURER OF THE MERCHANDISE, SOLELY ON BEHALF OF THE MANUFACTURER, ANY WARRANTY PROVIDED BY THE MANUFACTURER. IN THE CASE OF USED EQUIPMENT, SELLER, AT ITS SOLE DISCRETION, MAY PROVIDE ON THE REVERSE SIDE HEREOF AN EXPRESS WARRANTY LIMITED TO REPLACEMENT OF PARTS WHICH SELLER, IN ITS SOLE DISCRETION, DETERMINES TO BE DEFECTIVE. SUCH WARRANTY SHALL BE LIMITED TO THE PERIOD SPECIFIED THEREIN. In the event the equipment fails to fulfill the warranty or warranties as provided herein, seller's liability shall be limited to that provided to such warranty or warranties. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OR DAMAGE CAUSED BY THE IMPROPER OPERATION OF THE EQUIPMENT, OR DUE TO THE MAINTENANCE OR MECHANICAL ADJUSTMENT OF THE EQUIPMENT AFTER DELIVERY TO PURCHASER. Purchaser hereby assumes liability for, and agrees to defend and save seller harmless, from any and all claims of liability, loss or damage arising out of purchaser's operation, use or possession of the equipment, including, but not limited to, any claims for property damage or personal injury.

**PURCHASE ORDER:** If this quotation is accepted and buyer signs this purchase order for that purpose, it is expressly agreed that the terms and conditions herein set forth shall prevail insofar as they may in any way conflict with the terms and conditions of buyer's separate purchase order form, and by the issuance of such purchase order by buyer, buyer shall be deemed to have agreed to the foregoing. Signature on this quotation reflects acceptance as a purchase order and constitutes a sale regardless of buyer's issuance of a separate purchase order or not.

**CONTRACT TERMS & CONDITIONS:** The terms and conditions set for above and elsewhere as part of this quotation shall, when accepted by purchaser, through submission of its purchase order or otherwise, shall constitute the entire agreement between the parties and no modifications or alterations thereof shall be valid or effective unless embodied in a written proposal executed by duly-authorized representatives of both parties. All stipulations, agreements and conditions contained in this contract are to apply to and bind the heirs, executors, administrators and/or successors and assigns of the respective parties hereto. California Air Resources Board (CARB) regulates certain engine types and fleet mixes, Claremont Equipment makes no warranty as to equipment sold being proper to your fleet or meeting current California Air Resources Board.

**GOVERNING LAW:** This agreement shall be governed by, construed and enforced in accordance with the law of the State of California and the courts of the State of California shall have jurisdiction of all matters arising out this quotation or any agreement created by the sellers' acceptance of this quotation.

**SEVERABILITY:** In the event that any condition or covenant of this quotation after acceptance by seller, is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this quotation/agreement and shall in no way effect any other covenant or condition of this quotation/agreement. If any condition, covenant, or other provision herein, is deemed invalid due to its scope of breadth, the condition, covenant or provision shall be deemed valid to the extent permitted by law.

**WAIVER AND AMENDMENT:** No breach of any provision can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision. This quotation/agreement may be modified only by written agreement executed by all parties hereto.

**ATTORNEY'S FEE & COSTS:** In the event it becomes necessary to engage the services of an attorney to enforce any of the provisions of this agreement or to affect collection of any amount due hereunder, the prevailing party shall recover reasonable attorney's fees and all costs otherwise provided by law. The prevailing party to any litigation as described above to enforce this agreement shall also be entitled to said party's reasonable costs and attorneys' fees incurred in enforcing judgment. It is expressly recognized, acknowledged and agreed by the parties that post-judgment attorneys' fees, as provided for in this paragraph shall not be merged into or extinguished by any judgment entered in litigation arising out of this agreement.

WARNING: Cancer and Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

Order Date: <b>TBD</b>	Customer PO#	Location # <b>01</b>	CE Area Manager: <b>Casey Meyer</b>
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Purchaser's Full Company Name: City of San Diego Environmental Services Department  
 Business Mailing Address: 9601 Ridgehaven Ct  
 City / State / Zip: San Diego, CA 92123  
 Phone: 858-492-5058 Fax: \_\_\_\_\_ Email: ebaskin@sandiego.gov  
 Delivery to be Made on or Before: \_\_\_\_\_ or as soon thereafter as possible.  
 Delivery Address: 5180 Convoy St, San Diego, CA 92111

CONDITION			MAKE, MODEL, DESCRIPTION, EQ#	SERIAL NO.	PRICE USD
New	Used	RTL			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FiNN MBM3 Material Blower (On Board Water & Trailer Setup)	TBD	\$ 100,770.00
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FiNN Sourcwell Agreement #070821-FNN & Contract #150786		-\$ 5,038.50
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Warranty Reserve & Pre-Delivery Inspection		\$ 2,346.01
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Freight		\$ 4,900.00
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fuel		\$ 216.00
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Red Difuser Cone (w/ Sourcewell Discount Applied)		\$ 419.90

**WARRANTY ON EQUIPMENT**

Warranty coverage on the equipment covered by this order, if any, has been explained to Purchaser. The warranty coverage is outlined below and indicated by the box checked.

**NEW MANUFACTURER WARRANTY:**  
 AS PROVIDED BY MANUFACTURER and Detailed under separate agreement.  
 **EXTENDED WARRANTY** Exp. Date: \_\_\_\_\_

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**USED AS IS**  
 USED - THE PURCHASER STATES THAT THE EQUIPMENT HAS BEEN EXAMINED; it is fit for the purpose intended and the Purchaser is buying the equipment AS IS, unless otherwise specified in writing below and approved by Management. Clairemont Equipment Company makes NO WARRANTIES, EXPRESSED OR IMPLIED as to its fitness for any particular purpose.

Exceptions: \_\_\_\_\_  CE Initials

SUBTOTAL of Equipment	\$ 103,613.41
SALES TAX .0775	\$ 8,030.04
<b>TOTAL SELL PRICE</b>	<b>\$ 111,643.45</b>
Cash Down Payment	
Trade Down Payment <small>See Addendum A for Trade Details if applicable.</small>	
Shipping	
<b>CASH DUE on DELIVERY</b>	<b>\$ 111,643.45</b>

Comments - Conditions - Terms: \_\_\_\_\_

This is a cash transaction. If the purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees:

- (1) to make payments to the Seller's/Lenders Accounts Receivable Agreement, which is incorporated into this Contract by reference, and
- (2) that Seller retains a security interest in the goods described herein until all obligations of purchaser are paid in full and discharged.

**NOTICE TO PURCHASER**

1. Caution. Do not sign this Contract before you thoroughly read this agreement and the terms & conditions on page 2 of this document even if otherwise advised.
2. You are entitled to an exact and completely filled in copy of this Contract when you sign it. Keep it to protect your legal rights.
3. Seller's signature by President of the Company is required for final acceptance of your Contract.

THE ADDITIONAL TERMS & CONDITIONS SET FORTH ON THE NEXT PAGE HEREOF ARE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE. Signature of the Contract hereby constitutes a sale.

WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov

Purchaser Signature

Date

Accepted By President

Date

## SALES CONTRACT TERMS & CONDITIONS

**PRICES:** This quotation is based on current selling prices FOB point of shipment indicated for merchandise specified. If inland freight, ocean freight, marine insurance or other forwarding charges are included, they are estimated without obligation to the seller. Any increase in selling prices, freight charges, marine insurance, forwarding charges, and/or applicable U.S. or foreign taxes, duties or other levies, imposed subsequent to the date of this quotation, or by pro forma invoice, and/or are in effect at the time of shipment are for the purchaser's account and shall be paid by purchaser. Stenographical, typographical, and clerical errors are subject to correction by seller.

**ACCEPTANCE OF ORDER:** The purchaser's order for all merchandise covered by this quotation shall become effective only upon written acceptance by an officer or general manager of seller. Until acceptance by seller, this quotation is subject to change or withdrawal without prior notice. Seller's sales representatives are not authorized to bind seller to any terms of agreement, including, but not limited to, the terms of this quotation.

**TAXES & DUTIES:** Any taxes or other charges which the seller may be required to pay under any existing or future laws, upon or with respect to the sale, purchase, delivery, storage, processing, use consumption or transportation of any of the materials, equipment, or other merchandise covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the purchaser who shall promptly pay the amount thereof to seller upon demand.

**PAYMENT:** All prices quoted are payable in United States Dollars, unless otherwise provided in writing on reverse side of this document. All letter of credit charges, service fees, bank charges and/or other financing costs are for the purchaser's account, and shall be reimbursed prior to seller's delivery of the merchandise identified herein to buyer.

**DEPOSIT:** Any unit of merchandise sold with special options, including but not limited to remote controls, special paint, and/or mounted on purchaser's vehicles, shall be subject to a non-refundable deposit of twenty percent (20%) of the quoted sales price, to be paid to seller prior to purchaser's order being placed or booked. In the event no special options are ordered by purchaser, purchaser shall pay seller a non-refundable deposit of ten percent (10%) of the quoted sales price prior to seller placing or booking purchaser's order.

**SHIPPING SCHEDULES:** Shipping schedules are approximate only and are based upon prompt receipt of all necessary order information from buyer and the availability of equipment, parts, material and accessories from seller's suppliers.

**FORCE MAJEUR - INABILITY TO PERFORM:** The seller is not liable for any loss, damage, delay, necessary substitution of materials, or default in the manufacture or delivery of the articles ordered which result from causes beyond seller's reasonable control, including, but not limited to, strikes, lockouts, differences with workmen, fire, wars, acts of God, or of a public enemy, insurrection, riot, freight embargo, lack of storage of necessary materials, or delays caused by transportation facilities, act of purchaser, labor shortages, or acts of manufactures, suppliers, foreign or local government or military authorities and/or factors pertaining but not limited to preference priorities, allocations on order or production, labor or supply permits.

**CANCELLATION:** Seller reserves the right to cancel in its sole discretion any order without liability, if due to causes or conditions excusable under the "Force Majeure - Inability to Perform clause, the time of delivery is extended more than six months beyond the estimated delivery dates originally quoted. The purchaser may cancel an order, if such cancellation is agreed to in writing by seller and upon payment by purchaser for all merchandise previously shipped and, in addition, the payment by purchaser of any and all cancellation charges as to undelivered merchandise, which charges are imposed upon the seller by the manufacturer or supplier of said canceled merchandise (non-cancelable items). In the event an item of merchandise is noncancelable, seller may, at seller's sole discretion, apply purchaser's deposit to such cancellation charges and purchaser shall remain liable to seller for the cost of any non-cancelable item not covered by said deposit.

**WARRANTIES:** THE EQUIPMENT IS SOLD AS IS. SELLER MAKES NO EXPRESS NOR IMPLIED WARRANTY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE AS TO THE MERCHANDISE PROVIDED, HOWEVER, THAT SELLER SHALL MAKE AVAILABLE TO BUYER TO THE EXTENT PROVIDED BY THE MANUFACTURER OF THE MERCHANDISE, SOLELY ON BEHALF OF THE MANUFACTURER, ANY WARRANTY PROVIDED BY THE MANUFACTURER. IN THE CASE OF USED EQUIPMENT, SELLER, AT ITS SOLE DISCRETION, MAY PROVIDE ON THE REVERSE SIDE HEREOF AN EXPRESS WARRANTY LIMITED TO REPLACEMENT OF PARTS WHICH SELLER, IN ITS SOLE DISCRETION, DETERMINES TO BE DEFECTIVE. SUCH WARRANTY SHALL BE LIMITED TO THE PERIOD SPECIFIED THEREIN. In the event the equipment fails to fulfill the warranty or warranties as provided herein, seller's liability shall be limited to that provided to such warranty or warranties. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OR DAMAGE CAUSED BY THE IMPROPER OPERATION OF THE EQUIPMENT, OR DUE TO THE MAINTENANCE OR MECHANICAL ADJUSTMENT OF THE EQUIPMENT AFTER DELIVERY TO PURCHASER. Purchaser hereby assumes liability for, and agrees to defend and save seller harmless, from any and all claims of liability, loss or damage arising out of purchaser's operation, use or possession of the equipment, including, but not limited to, any claims for property damage or personal injury.

**PURCHASE ORDER:** If this quotation is accepted and buyer signs this purchase order for that purpose, it is expressly agreed that the terms and conditions herein set forth shall prevail insofar as they may in any way conflict with the terms and conditions of buyer's separate purchase order form, and by the issuance of such purchase order by buyer, buyer shall be deemed to have agreed to the foregoing. Signature on this quotation reflects acceptance as a purchase order and constitutes a sale regardless of buyer's issuance of a separate purchase order or not.

**CONTRACT TERMS & CONDITIONS:** The terms and conditions set for above and elsewhere as part of this quotation shall, when accepted by purchaser, through submission of its purchase order or otherwise, shall constitute the entire agreement between the parties and no modifications or alterations thereof shall be valid or effective unless embodied in a written proposal executed by duly-authorized representatives of both parties. All stipulations, agreements and conditions contained in this contract are to apply to and bind the heirs, executors, administrators and/or successors and assigns of the respective parties hereto. California Air Resources Board (CARB) regulates certain engine types and fleet mixes, Claremont Equipment makes no warranty as to equipment sold being proper to your fleet or meeting current California Air Resources Board.

**GOVERNING LAW:** This agreement shall be governed by, construed and enforced in accordance with the law of the State of California and the courts of the State of California shall have jurisdiction of all matters arising out this quotation or any agreement created by the sellers' acceptance of this quotation.

**SEVERABILITY:** In the event that any condition or covenant of this quotation after acceptance by seller, is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this quotation/agreement and shall in no way effect any other covenant or condition of this quotation/agreement. If any condition, covenant, or other provision herein, is deemed invalid due to its scope of breadth, the condition, covenant or provision shall be deemed valid to the extent permitted by law.

**WAIVER AND AMENDMENT:** No breach of any provision can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision. This quotation/agreement may be modified only by written agreement executed by all parties hereto.

**ATTORNEY'S FEE & COSTS:** In the event it becomes necessary to engage the services of an attorney to enforce any of the provisions of this agreement or to affect collection of any amount due hereunder, the prevailing party shall recover reasonable attorney's fees and all costs otherwise provided by law. The prevailing party to any litigation as described above to enforce this agreement shall also be entitled to said party's reasonable costs and attorneys' fees incurred in enforcing judgment. It is expressly recognized, acknowledged and agreed by the parties that post-judgment attorneys' fees, as provided for in this paragraph shall not be merged into or extinguished by any judgment entered in litigation arising out of this agreement.

WARNING: Cancer and Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

Order Date: <b>TBD</b>	Customer PO#	Location # <b>01</b>	CE Area Manager: <b>Casey Meyer</b>
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Purchaser's Full Company Name: <b>City of San Diego Environmental Services Department</b>
Business Mailing Address: <b>9601 Ridgehaven Ct</b>
City / State / Zip: <b>San Diego, CA 92123</b>
Phone: <b>858-492-5058</b> Fax: Email: <b>ebaskin@sandiego.gov</b>
Delivery to be Made on or Before: _____ or as soon thereafter as possible.
Delivery Address: <b>5180 Convoy St, San Diego, CA 92111</b>

CONDITION			MAKE, MODEL, DESCRIPTION, EQ#	SERIAL NO.	PRICE USD
New	Used	RTL			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FiNN MBH6 Material Blower (On Board Water & Trailer Setup)	TBD	\$ 157,250.00
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FiNN Sourcwell Agreement #070821-FNN & Contract #150786		-\$ 7,862.50
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Warranty Reserve & Pre-Delivery Inspection		\$ 3,352.03
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Freight		\$ 5,800.00
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fuel		\$ 229.50
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

WARRANTY ON EQUIPMENT	
Warranty coverage on the equipment covered by this order, if any, has been explained to Purchaser. The warranty coverage is outlined below and indicated by the box checked.	
<input checked="" type="checkbox"/> <b>NEW MANUFACTURER WARRANTY:</b> AS PROVIDED BY MANUFACTURER and Detailed under separate agreement.	<input type="checkbox"/> <b>EXTENDED WARRANTY</b> Exp. Date: _____
<input type="checkbox"/> <b>USED AS IS</b> USED - THE PURCHASER STATES THAT THE EQUIPMENT HAS BEEN EXAMINED; it is fit for the purpose intended and the Purchaser is buying the equipment AS IS, unless otherwise specified in writing below and approved by Management. Clairemont Equipment Company makes NO WARRANTIES, EXPRESSED OR IMPLIED as to its fitness for any particular purpose.  Exceptions: _____	
<input type="text"/> CE Initials	

SUBTOTAL of Equipment	\$ 158,769.03
SALES TAX .0775	\$ 12,304.60
<b>TOTAL SELL PRICE</b>	<b>\$ 171,073.63</b>
Cash Down Payment	
Trade Down Payment <small>See Addendum A for Trade Details if applicable.</small>	
Shipping	
<b>CASH DUE on DELIVERY</b>	<b>\$ 171,073.63</b>

Comments - Conditions - Terms: \_\_\_\_\_

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- (1) to make payments to the Seller's/Lenders Accounts Receivable Agreement, which is incorporated into this Contract by reference, and
- (2) that Seller retains a security interest in the goods described herein until all obligations of purchaser are paid in full and discharged.

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2. You are entitled to an exact and completely filled in copy of this Contract when you sign it. Keep it to protect your legal rights.
3. Seller's signature by President of the Company is required for final acceptance of your Contract.

THE ADDITIONAL TERMS & CONDITIONS SET FORTH ON THE NEXT PAGE HEREOF ARE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE. Signature of the Contract hereby constitutes a sale.

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Purchaser Signature	Date	Accepted By President	Date
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## SALES CONTRACT TERMS & CONDITIONS

**PRICES:** This quotation is based on current selling prices FOB point of shipment indicated for merchandise specified. If inland freight, ocean freight, marine insurance or other forwarding charges are included, they are estimated without obligation to the seller. Any increase in selling prices, freight charges, marine insurance, forwarding charges, and/or applicable U.S. or foreign taxes, duties or other levies, imposed subsequent to the date of this quotation, or by pro forma invoice, and/or are in effect at the time of shipment are for the purchaser's account and shall be paid by purchaser. Stenographical, typographical, and clerical errors are subject to correction by seller.

**ACCEPTANCE OF ORDER:** The purchaser's order for all merchandise covered by this quotation shall become effective only upon written acceptance by an officer or general manager of seller. Until acceptance by seller, this quotation is subject to change or withdrawal without prior notice. Seller's sales representatives are not authorized to bind seller to any terms of agreement, including, but not limited to, the terms of this quotation.

**TAXES & DUTIES:** Any taxes or other charges which the seller may be required to pay under any existing or future laws, upon or with respect to the sale, purchase, delivery, storage, processing, use consumption or transportation of any of the materials, equipment, or other merchandise covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the purchaser who shall promptly pay the amount thereof to seller upon demand.

**PAYMENT:** All prices quoted are payable in United States Dollars, unless otherwise provided in writing on reverse side of this document. All letter of credit charges, service fees, bank charges and/or other financing costs are for the purchaser's account, and shall be reimbursed prior to seller's delivery of the merchandise identified herein to buyer.

**DEPOSIT:** Any unit of merchandise sold with special options, including but not limited to remote controls, special paint, and/or mounted on purchaser's vehicles, shall be subject to a non-refundable deposit of twenty percent (20%) of the quoted sales price, to be paid to seller prior to purchaser's order being placed or booked. In the event no special options are ordered by purchaser, purchaser shall pay seller a non-refundable deposit of ten percent (10%) of the quoted sales price prior to seller placing or booking purchaser's order.

**SHIPPING SCHEDULES:** Shipping schedules are approximate only and are based upon prompt receipt of all necessary order information from buyer and the availability of equipment, parts, material and accessories from seller's suppliers.

**FORCE MAJEUR - INABILITY TO PERFORM:** The seller is not liable for any loss, damage, delay, necessary substitution of materials, or default in the manufacture or delivery of the articles ordered which result from causes beyond seller's reasonable control, including, but not limited to, strikes, lockouts, differences with workmen, fire, wars, acts of God, or of a public enemy, insurrection, riot, freight embargo, lack of storage of necessary materials, or delays caused by transportation facilities, act of purchaser, labor shortages, or acts of manufactures, suppliers, foreign or local government or military authorities and/or factors pertaining but not limited to preference priorities, allocations on order or production, labor or supply permits.

**CANCELLATION:** Seller reserves the right to cancel in its sole discretion any order without liability, if due to causes or conditions excusable under the "Force Majeure - Inability to Perform clause, the time of delivery is extended more than six months beyond the estimated delivery dates originally quoted. The purchaser may cancel an order, if such cancellation is agreed to in writing by seller and upon payment by purchaser for all merchandise previously shipped and, in addition, the payment by purchaser of any and all cancellation charges as to undelivered merchandise, which charges are imposed upon the seller by the manufacturer or supplier of said canceled merchandise (non-cancelable items). In the event an item of merchandise is noncancelable, seller may, at seller's sole discretion, apply purchaser's deposit to such cancellation charges and purchaser shall remain liable to seller for the cost of any non-cancelable item not covered by said deposit.

**WARRANTIES:** THE EQUIPMENT IS SOLD AS IS. SELLER MAKES NO EXPRESS NOR IMPLIED WARRANTY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE AS TO THE MERCHANDISE PROVIDED, HOWEVER, THAT SELLER SHALL MAKE AVAILABLE TO BUYER TO THE EXTENT PROVIDED BY THE MANUFACTURER OF THE MERCHANDISE, SOLELY ON BEHALF OF THE MANUFACTURER, ANY WARRANTY PROVIDED BY THE MANUFACTURER. IN THE CASE OF USED EQUIPMENT, SELLER, AT ITS SOLE DISCRETION, MAY PROVIDE ON THE REVERSE SIDE HEREOF AN EXPRESS WARRANTY LIMITED TO REPLACEMENT OF PARTS WHICH SELLER, IN ITS SOLE DISCRETION, DETERMINES TO BE DEFECTIVE. SUCH WARRANTY SHALL BE LIMITED TO THE PERIOD SPECIFIED THEREIN. In the event the equipment fails to fulfill the warranty or warranties as provided herein, seller's liability shall be limited to that provided to such warranty or warranties. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OR DAMAGE CAUSED BY THE IMPROPER OPERATION OF THE EQUIPMENT, OR DUE TO THE MAINTENANCE OR MECHANICAL ADJUSTMENT OF THE EQUIPMENT AFTER DELIVERY TO PURCHASER. Purchaser hereby assumes liability for, and agrees to defend and save seller harmless, from any and all claims of liability, loss or damage arising out of purchaser's operation, use or possession of the equipment, including, but not limited to, any claims for property damage or personal injury.

**PURCHASE ORDER:** If this quotation is accepted and buyer signs this purchase order for that purpose, it is expressly agreed that the terms and conditions herein set forth shall prevail insofar as they may in any way conflict with the terms and conditions of buyer's separate purchase order form, and by the issuance of such purchase order by buyer, buyer shall be deemed to have agreed to the foregoing. Signature on this quotation reflects acceptance as a purchase order and constitutes a sale regardless of buyer's issuance of a separate purchase order or not.

**CONTRACT TERMS & CONDITIONS:** The terms and conditions set for above and elsewhere as part of this quotation shall, when accepted by purchaser, through submission of its purchase order or otherwise, shall constitute the entire agreement between the parties and no modifications or alterations thereof shall be valid or effective unless embodied in a written proposal executed by duly-authorized representatives of both parties. All stipulations, agreements and conditions contained in this contract are to apply to and bind the heirs, executors, administrators and/or successors and assigns of the respective parties hereto. California Air Resources Board (CARB) regulates certain engine types and fleet mixes, Claremont Equipment makes no warranty as to equipment sold being proper to your fleet or meeting current California Air Resources Board.

**GOVERNING LAW:** This agreement shall be governed by, construed and enforced in accordance with the law of the State of California and the courts of the State of California shall have jurisdiction of all matters arising out this quotation or any agreement created by the sellers' acceptance of this quotation.

**SEVERABILITY:** In the event that any condition or covenant of this quotation after acceptance by seller, is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this quotation/agreement and shall in no way effect any other covenant or condition of this quotation/agreement. If any condition, covenant, or other provision herein, is deemed invalid due to its scope of breadth, the condition, covenant or provision shall be deemed valid to the extent permitted by law.

**WAIVER AND AMENDMENT:** No breach of any provision can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision. This quotation/agreement may be modified only by written agreement executed by all parties hereto.

**ATTORNEY'S FEE & COSTS:** In the event it becomes necessary to engage the services of an attorney to enforce any of the provisions of this agreement or to affect collection of any amount due hereunder, the prevailing party shall recover reasonable attorney's fees and all costs otherwise provided by law. The prevailing party to any litigation as described above to enforce this agreement shall also be entitled to said party's reasonable costs and attorneys' fees incurred in enforcing judgment. It is expressly recognized, acknowledged and agreed by the parties that post-judgment attorneys' fees, as provided for in this paragraph shall not be merged into or extinguished by any judgment entered in litigation arising out of this agreement.

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